

U.S.DepartmentofHousingandUrbanDevelopment  
OfficeofPublicandIndianHousing

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# PHAPlans

5YearPlanforFiscalYears2000 -2004  
AnnualPlanforFiscalYear2003

**NOTE:THISPHAPLANSTEMPLATE(HUD50075)ISTOBEC OMPLETEDIN  
ACCORDANCEWITHINSTRUCTIONSLOCATEDINAPPLICABLEPIHNOTICES**

**PHA Plan  
Agency Identification**

**PHAName:** Housing Authority of Richmond

**PHANumber:** KY016

**PHAFiscalYearBeginning:** 07/2003

**Public Access to Information**

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

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

**Display Locations For PHA Plans and Supporting Documents**

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

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

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

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

**5-YEAR PLAN**  
**PHAF ISCAL YEARS 2000 -2004**  
[24CFRPart903.5]

**A.Mission**

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

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

**B.Goals**

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

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

- PHA Goal: Expand the supply of assisted housing  
Objectives:
- Apply for additional rental vouchers:
  - Reduce public housing vacancies:
  - Leverage private or other public funds to create additional housing opportunities:
  - Acquire or build units or developments
  - Other (list below )
- PHA Goal: Improve the quality of assisted housing  
Objectives:
- Improve public housing management: (PHAS score)
  - Improve voucher management: (SEMAP score)
  - Increase customer satisfaction:
  - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
  - Renovate or modernize public housing units:
  - Demolish or dispose of obsolete public housing:

- Provide replacement public housing:
- Provide replacement vouchers:
- Other:(list below)

PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach effort to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site -based waiting lists:
- Convert public housing to vouchers:
- Other:(list below)

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

PHA Goal: Provide an improved living environment

Objectives:

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

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

PHA Goal: Promote self -sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other:(list below)

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

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

### Other PHA Goals and Objectives: (list below)

1. Manage the Housing Authority of Richmond's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer.
2. Enhance the marketability of the Housing Authority of Richmond public housing units and make public housing the affordable housing of choice for the very low income residents of our community.
3. Maintain the Housing Authority of Richmond's real estate in a decent condition and deliver timely and high quality maintenance services to the residents of the Housing Authority.
4. The Housing Authority of Richmond shall ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.
5. The Housing Authority of Richmond shall enhance the image of public housing in our community.

**AnnualPHAPlan**  
**PHAFiscalYear2003**  
[24CFRPart903.7]

**i. AnnualPlanType:**

SelectwhichtypeofAnnualPlanthePHAwillsubmit.

**StandardPlan**

**StreamlinedPlan:**

- HighPerformingPHA**
- SmallAgency(<250PublicHousingUnits)**
- AdministeringSection8Only**

**TroubledAgencyPlan**

**ii. ExecutiveSummaryoftheAnnualPHAPlan**

[24CFRPart903.79(r)]

ProvideabriefoverviewoftheinformationintheAnnualPlan,includinghighlightsofmajorinitiatives anddiscretionarypolicies thePHAhasincludedintheAnnualPlan.

Inanefforttoprovide decent, safeandsanitaryhousingforourresidents, theHousingAuthorityofRichmond,itsBoardofCommissioners,the ResidentAdvisoryBoardandtheresidentsoftheauthority,areplanning demolitionsandreplacementofunitsinDillinghamHeights,KY016 g -002.

TheHousingAuthorityofRichmondcontinuestoconsidertheneedsand wishesofalltheresidentsintheupgradingofhousingandservices providedforthem.

Eachhousingsitewillbenefitfrommoniesfundedforplannedprojects, inordertoimprovethestatusandappearanceoftheunitsinwhichour residentsreside.Provisionsforparking,landscapingandadditionsto playgroundswillmakeourunitsmoreattractive.

**iii. AnnualPlanTableofContents –Attachment#KY016b02**

[24CFRPart903.79(r)]

ProvideatableofcontentsfortheAnnualPlan ,includingattachments,andalistofsupporting documentsavailableforpublicinspection .

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## Attachments

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

### Required Attachments:

- Admissions Policy for Deconcentration
- FY2003 Capital Fund Program Annual Statement
- Most recent board -approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

### Optional Attachments:

- PHA Management Organizational Chart
- Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)
  - Attachment#KY016d02 –Progress Narrative
  - Attachment#KY016e02 –CFP501 -01 Performance & Evaluation Report
  - Attachment#KY016f02 –CFP501 -02 Performance & Evaluation Report

## Supporting Documents Available for Review

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

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

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the result of that audit and the PHA's response to any findings	
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## **1. Statement of Housing Needs**

[24 CFR Part 903.79(a)]

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

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

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
<b>Family Type</b>	<b>Overall</b>	<b>Affordability</b>	<b>Supply</b>	<b>Quality</b>	<b>Accessibility</b>	<b>Size</b>	<b>Location</b>
Income ≤ 30% of AMI	1,299	Supply limited	None available	Good quality	Good supply	Short supply 1-2BR	Scattered throughout City
Income > 30% but ≤ 50% of AMI	826	Adequate supply	Adequate supply	Adequate supply	Adequate supply	Adequate supply	Adequate supply
Income > 50% but < 80% of AMI	798	Adequate supply	Adequate supply	Adequate supply	Adequate supply	Adequate supply	Adequate supply
Elderly	557	Supply limited	None available	Good quality	Limited	1-2BR	Central Locations
Families with Disabilities							
Race/Ethnicity – White-non Hispanic	2,618						

Housing Needsof FamiliesintheJurisdiction byFamilyType							
FamilyType	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Race/Ethnicity – Black –non Hispanic	287						
Race/Ethnicity – Hispanic	18						
Race/Ethnicity							

WhatsourcesofinformationdidthePHAusetoconductthisanalysis?(Checkallthat apply;allmaterials mustbemadepubliclyavailableforpublicinspection.)

- ConsolidatedPlanoftheJurisdiction/s  
Indicateyear:
- U.S.Censusdata:theComprehensiveHousingAffordabilityStrategy (“CHAS”)dataset
- AmericanHousingSurveydata  
Indicateyear:
- Otherhousingmarketstudy  
Indicateyear:
- Othersources:(listandindicateyearofinformation)

### B. HousingNeedsofFamiliesonthePublicHousingandSection8 Tenant-BasedAssistanceWaitingLists

StatethehousingneedsofthefamiliesonthePHA’swaitinglist/s. **Completeonetableforeachtype ofPHA -widewaitinglistadministeredbythePHA.** PHA mayprovideseperatetablesforsite-basedorsub-jurisdictionalpublichousingwaitinglistsattheiroption.

HousingNeedsofFamiliesontheWaitingList			
Waitinglisttype:(selectone)			
<input type="checkbox"/> Section8tenant -basedassistance			
<input checked="" type="checkbox"/> PublicHousing			
<input type="checkbox"/> CombinedSection8andPublicHousing			
<input type="checkbox"/> PublicHousingSite -Basedorsub-jurisdictionalwaitinglist(optional)			
Ifused,identifywhichdevelopment/subjurisdiction:			
	#offamilies	%oftotalfamilies	AnnualTurnover
Waitinglisttotal	12		
Extremelylow income<=30%AMI	12	100%	

Housing Needs of Families on the Waiting List			
Very low income (>30% but ≤50% AMI)			
Low income (>50% but <80% AMI)			
Families with children	12	100%	
Elderly families			
Families with Disabilities	1	8%	
Race/ethnicity – W	11	92%	
Race/ethnicity – B	1	8%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1	8%	
2BR	6	50%	
3BR	5	42%	
4BR	0		
5BR	0		
5+BR	0		
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to open the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

### C. Strategy for Addressing Needs

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

#### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

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

Select all that apply

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

**Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

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

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

**Strategy 1: Target available assistance to families at or below 30% of AMI**

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant -based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships

- Adoptrentpoliciestosupportandencouragework
- Other:(listbelow)

**Need:SpecificFamilyTypes:Familiesatorbelow50%ofmedian**

**Strategy1:Targetavailableassistanceto familiesatorbelow50%ofAMI**

Selectallthatapply

- Employadmissionspreferencesaimedatfamilieswhoareworking
- Adoptrentpoliciestosupportandencouragework
- Other:(listbelow)

**Need:SpecificFamilyTypes:TheElderly**

**Strategy1: Targetavailableassistancetotheelderly:**

Selectallthatapply

- Seekdesignationofpublichousingfortheelderly
- Applyforspecial -purposevoucherstargetedtotheelderly,shouldtheybecome available
- Other:(listbelow)  
Nodesignationorvouchersatthistime

**Need:SpecificFamilyTypes:FamilieswithDisabilities**

**Strategy1: TargetavailableassistancetoFamilieswithDisabilities:**

Selectallthatapply

- Seekdesignationof publichousingforfamilieswithdisabilities
- Carryoutthomodificationsneededinpublichousingbasedonthesection504 NeedsAssessmentforPublicHousing
- Applyforspecial -purposevoucherstargetedtofamilieswi thdisabilities, shouldtheybecomeavailable
- Affirmativelymarkettoalcalnon -profitagenciesthatassistfamilieswith disabilities
- Other:(listbelow)

**Need:SpecificFamilyTypes:Racesorethnicitieswithdisprop ortionatehousing needs**

**Strategy1:IncreaseawarenessofPHAresourcesamongfamiliesofracesand ethnicitieswithdisproportionateneeds:**

Selectifapplicable

- Affirmatively market to races/ethnicities show to have disproportionate housing needs
- Other: (list below)

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

- Counsel section 8 tenants to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market these section 8 program to owners outside of areas of poverty/minority concentrations
- Other: (list below) N/A

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

**(2) Reasons for Selecting Strategies**

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

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

**2. Statement of Financial Resources**

[24CFR Part 903.79(b)]

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

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2003 grants)</b>	527,891	Capital Improvement
a) Public Housing Operating Fund	314,268	
b) Public Housing Capital Fund	490,722	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant -Based Assistance	0	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self - Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)	114,034	Development
<b>Bond Refinancing</b>		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
KY016P36-501-02	413,743	Capital Improvements
<b>3. Public Housing Dwelling Rental Income</b>	609,400	Operating
<b>4. Other income (list below)</b>		
Investment Income	6,600	Operating
Entrepreneurial Activities	24,652	Development
<b>4. Non -federal sources (list below)</b>		
<b>Total resources</b>	2,501,310	

### **3.PHAPoliciesGoverningEligibility,Selection,andAdmissions**

[24CFRPart903.79(c)]

#### **A.PublicHousing**

Exemptions:PHAsthatdonotadministerpublichousingarenotrequiredto completesubcomponent 3A.

##### **(1)Eligibility**

a. WhendoesthePHAverifyeligibilityforadmissiontopublichousing?(selectall thatapply)

- Whenfamiliesarewithinacertainnumberofbeingofferedaunit:(state number)
- Whenfamiliesarewithinacertaintimeofbeingofferedaunit:(statetime)
- Other:(describe)  
Whenapplicationprocessiscomplete

b. Whichnon-income(screening)factorsdoesthePHAusetoestablisheligibilityfor admissiontopublichousing(selectallthatapply)?

- CriminalorDrug-relatedactivity
- Rentalhistory
- Housekeeping
- Other(describe)

c.  Yes  No:DoesthePHArequestcriminalrecordsfromlocallaw enforcementagenciesforscreeningpurposes?

d.  Yes  No:DoesthePHArequestcriminalrecordsfromStatelaw enforcementagenciesforscreeningpurposes?

e.  Yes  No:DoesthePHAaccessFBIcriminalrecordsfromtheFBIfor screeningpurposes?(eitherdirectlyorthroughanNCIC authorizedsource)

##### **(2)WaitingListOrganization**

a. WhichmethodsdoesthePHAplantousetoorganizeitstopublichousingwaitinglist (selectallthatapply)

- Community-widelist
- Sub-jurisdictionallists
- Site-basedwaitinglists
- Other(describe)

b. Wheremayinterestedpersonsapplyforadmissiontopublichousing?

- PHAmainadministrativeoffice

- PHA development site management office
- Other (list below)

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

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

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

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

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

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

**(3) Assignment**

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

- One
- Two
- Three or More

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

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

**(4) Admissions Preferences**

a. Income targeting:

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

b. Transfer policies:

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

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

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

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

2 Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

**(5) Occupancy**

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

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

b. How often must residents notify the PHA of changes in family composition?

(select all that apply)

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

**(6) Deconcentration and Income Mixing**

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

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

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

- Adoption of site-based waiting lists  
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

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

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

- Additional affirmative marketing
- Actions to improve the marketability of certain developments

- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher -income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower -income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

## B. Section 8

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

### (1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug -related activity only to the extent required by law or regulation
- Criminal and drug -related activity, more extensively than required by law or regulation
- More general screening than criminal and drug -related activity (list factors below)
- Other (list below)

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

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

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

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

- Criminal or drug-related activity
- Other (describe below)

**(2) Waiting List Organization**

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

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

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

- PHA main administrative office
- Other (list below)

**(3) Search Time**

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

If yes, state circumstances below:

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families

- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Household that contribute to meeting income goals (broad range of incomes)
- Household that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

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

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

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

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

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

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

### **(5) Special Purpose Section 8 Assistance Programs**

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

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

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

- Through published notices
- Other (list below)

## **4.PHARentDeterminationPolicies**

[24CFRPart903.79(d)]

### **A.PublicHousing**

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

#### **(1)IncomeBasedRentPolicies**

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

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

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

3. If yes to question 2, list these policies below :  
Rent reduced to welfare or minimum rent, whichever is lower, then reviewed after three (3) months to determine if reduced rent is still necessary for resident.

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

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

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

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent -setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent -setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

20% reduction for working persons

e. Ceiling rents

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

Yes for all developments

Yes but only for some developments

No

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

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

- For certain size units ;e.g., larger bedroom sizes
- Other(list below)

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

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

f. Rent re -determinations:

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

- Never
- At family option
- Anytime the family experiences an income increase
- Anytime a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) \_\_\_\_\_
- Other (list below)  
Anytime the family experiences an income decrease or increased medical bills

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

## **(2) Flat Rents**

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

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

## B. Section 8 Tenant -Based Assistance

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

### (1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

- Success rates of assisted families
- Rent burden of assisted families
- Other (list below)

**(2) Minimum Rent**

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

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

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

**5. Operations and Management**

[24CFR Part 903.79(e)]

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

**A. PHA Management Structure**

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached. Attachment #KY016i02
- A brief description of the management structure and organization of the PHA follows:

**B. HUD Programs Under PHA Management**

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	303	60
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section		

8Certificates/Vouchers (listindividually)		
PublicHousingDrug EliminationProgram (PHDEP)		
OtherFederal Programs(list individually)		

### **C.ManagementandMaintenancePolicies**

List thePHA'spublichousingmanagementandmaintenancepolicydocuments,manualsandhandbooks thatcontaintheAgency'srules,standards,andpolicieshatgovernmaintenanceandmanagementof publichousing,includingadescriptionofanymeasuresnecessary fortheventionoreradicationof pestinfestation(whichincludescockroachinfestation)andthepoliciesgoverningSection8 management.

(1) PublicHousingMaintenanceandManagement:(listbelow)

- ACOP
- BloodbornePolicy
- CapitalizationPolicy
- CheckSign ingPolicy
- CriminalRecordManagement
- DispositionPolicy
- DrugFreePolicy
- EqualHousingPolicy
- EthicsPolicy
- FacilitiesPolicy
- FundsTransferPolicy
- HazardousMaterialsPolicy
- InvestmentPolicy
- MaintenancePolicy
- NaturalDisasterPolicy
- PestControlPolicy
- ProcurementPolicy
- GrievanceProcedures
- LeadHazardPolicy
- PreventativeMaintenancePolicy
- PersonnelPolicy

(2)Section8Management:(listbelow)

## **6. PHA Grievance Procedures**

[24CFR Part 903.79(f)]

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

### **A. Public Housing**

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

If yes, list additions to federal requirements below:

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

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

### **B. Section 8 Tenant -Based Assistance**

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

If yes, list additions to federal requirements below:

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

- PHA main administrative office  
 Other (list below)

## **7. Capital Improvement Needs**

[24CFRPart903.79(g)]

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

## **A. Capital Fund Activities**

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

### **(1) Capital Fund Program Annual Statement**

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

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment # KY016f02

-or-

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

### **(2) Optional 5-Year Action Plan**

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

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

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment KY016f02

-or-

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

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

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

- Yes  No: a) Has the PHA received a HOPEVI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)  
b) Status of HOPEVI revitalization grant (complete one set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development  
 Revitalization Plan submitted, pending approval  
 Revitalization Plan approved  
 Activities pursuant to an approved Revitalization Plan underway

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

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

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

## **8. Demolition and Disposition**

[24 CFR Part 903.79(h)]

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

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

2. Activity Description

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

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Dillingham Heights
1b. Development (project) number:	KY016 -002
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	<u>04/09/2002</u>
5. Number of units affected:	26
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 10/01/03 b. Projected end date of activity: 04/30/04

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

[24CFR Part 903.79(i)]

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

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

eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

**2. Activity Description**

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

<b>Designation of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	
Occupancy by only the elderly <input type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA's Designation Plan <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: <span style="float: right;"><u>(DD/MM/YY)</u></span>	
5. If approved, will this designation constitute a (select one)	
<input type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously approved Designation Plan?	
6. Number of units affected:	
7. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	

**10. Conversion of Public Housing to Tenant -Based Assistance**

[24 CFR Part 903.79(j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

**A. Assessments of Reasonable Revitalization Pursuant to Section 202 of the HUD FY1996 HUD Appropriations Act**

1.  Yes  No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless

eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

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

<b>Conversion of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD - approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPEVI demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPEVI Revitalization Plan (date submitted or approved: ) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

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

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

**11. Homeownership Programs Administered by the PHA**

[24CFR Part 903.79(k)]

**A. Public Housing**

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

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

2. Activity Description

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

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	
<input type="checkbox"/> HOPEI <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	

<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## B. Section 8 Tenant Based Assistance

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

### 2. Program Description:

#### a. Size of Program

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

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

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

#### b. PHA -established eligibility criteria

- Yes  No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?  
If yes, list criteria below:

## **12. PHA Community Service and Self -sufficiency Programs**

[24CFR Part 903.7 9(l)]

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

### **A. PHA Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? DD/MM/YY

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

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

### **B. Services and programs offered to residents and participants**

#### **(1) General**

a. Self -Sufficiency Policies

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

- Public housing rent determination policies  
 Public housing admissions policies  
 Section 8 admissions policies  
 Preference in admission to section 8 for certain public housing families  
 Preferences for families working or engaging in training or education programs for non -housing programs operated or coordinated by the PHA  
 Preference/eligibility for public housing home ownership option participation  
 Preference/eligibility for section 8 home ownership option participation  
 Other policies (list below)



If no, list steps the PHA will take below:

No Family Self Sufficiency Programs at this time

**C. Welfare Benefit Reductions**

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

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

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

**COMMUNITY SERVICE AN D SELF -SUFFICIENCY**

Amended by Resolution #660

**14.0 Continued Occupancy and Community Service**

14.1 General

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

14.2 Exemptions

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1)

or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.

- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity for 10 or more hours per week.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

#### 14.3 Notification of The Requirement

The Housing Authority of Richmond shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of Richmond shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of Richmond shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after **April 1, 2001**. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### 14.4 Volunteer Opportunities

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of Richmond will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

#### 14.5 The Process

At the first annual reexamination on or after **April 1, 2001**, and each annual reexamination thereafter, the Housing Authority of Richmond will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Volunteer Time Sheets will be turned in each month, when you pay your rent. You will receive a new time sheet at that time.
- E. Thirty (30) days before the family's next lease anniversary date, the Housing Authority of Richmond will advise the family whether each applicable adult family member is in compliance with the community service requirement.

#### 14.6 Notification of Non-compliance with Community Service Requirement

The Housing Authority of Richmond will notify any family found to be in non-compliance of the following:

- A. The family member(s) has been determined to be in non-compliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### 14.7 Opportunity for cure

The Housing Authority of Richmond will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The Housing Authority will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Housing Authority of Richmond shall take action to terminate the lease.

#### 14.8 Prohibition against replacement of agency employees

In implementing the service requirement, the Housing Authority of Richmond may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

#### 14.9 RESOLUTION #660 TO SUSPEND COMMUNITY SERVICE REQUIREMENTS –

14.10

14.11 Community Service requirement will be reinstated 07/01/2003

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.79(m)]

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

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

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

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

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

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

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

KY016-001 Robinson Terrace  
KY016-004 Smith Village

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

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

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

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

KY016-001 Robinson Terrace

**C.CoordinationbetweenPHAandthepolice**

1.DescribethecoordinationbetweenthePHAandtheappropriatepolicepre cinctsfor carryingoutcrimepreventionmeasuresandactivities:(selectallthatapply)

- Policeinvolvementindevelopment,implementation,and/orongoing evaluationofdrug -eliminationplan
- Policeprovidocrimedat ohousingauthoritystaffforanalysisandaction
- Policehaveestablishedaphysicalpresenceonhousingauthorityproperty(e.g., communitypolicingoffice,officerinresidence)
- Policeregularlytestifyinandotherwis esupportevictioncases
- PoliceregularlymeetwiththePHAmangementandresidents
- AgreementbetweenPHAandlocallawenforcementagencyforprovisionof above-baselinelawenforcementservices
- Otheractivities(listbelow)

2.Whichdevelopmentsaremostaffected?(listbelow)

KY016-001RobinsonTerrace

KY016-004SmithVillage

**D.AdditionalinformationasrequiredbyPHDEP/PHDEPPlan**

PHAseligibleforFY2000PHDEPfundsmustprovideaPHDEPP lanmeetingspecifiedrequirements priortoreceiptofPHDEPfund.

- Yes  No:Is thePHAeligibletoparticipateinthePHDEPinthefiscalyear coveredbythisPHAPlan?
- Yes  No:Has thePHAincludedthePHDEPPlanforFY2000inthisPHA Plan?
- Yes  No:ThisPHDEPPlanisanAttachment.(AttachmentFilename:\_\_\_)

**14.PETPOLICY**

[24CFRPart903.79(n)]

**18.0 HOUSINGAUTHORITYOFRICHMONDPET POLICY**

**18.1 INTRODUCTION**

The Housing Authority of Richmond has discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the Housing Authority of Richmond.

The purpose of this policy is to establish the policy and procedures for ownership of pets in family and elderly units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. The policy is limited to only those persons classified as elderly.

### ***18.2 ANIMALS THAT ASSIST PERSONS WITH DISABILITIES***

Pet rules will not be applied to animals assisting persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability.

### ***18.3 MANAGEMENT APPROVAL OF PETS***

All pets must be approved in advance by the Housing Authority of Richmond management.

The pet owner must submit and enter into a Pet Agreement with the Housing Authority of Richmond.

The pet owner must provide documentation that they have renters insurance providing protection against any liabilities incurred due to pet ownership.

#### **Registration of Pets**

Pets must be registered with the Housing Authority of Richmond before they are brought onto the premises. Registration includes certificates signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats must be spayed or neutered prior to being admitted to housing.

*Execution of a Pet Agreement with the Housing Authority of Richmond stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.*

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

### **Refusal To Register Pets**

The Housing Authority of Richmond may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the Housing Authority of Richmond refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with Notice requirements.

The Housing Authority of Richmond will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any House Pet Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The Housing Authority of Richmond reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the Housing Authority of Richmond and agree to abide by all of the pet rules in writing.

Housing Authority of Richmond resident pet owners may not care for pets other than their own or approved pets owned by other Housing Authority of Richmond families.

### **18.4 STANDARDS FOR PETS**

If an approved pet, other than dogs or cats, gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals assisting persons with disabilities.

#### **Persons With Disabilities**

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability; and

That the animal actually assists the person with the disability.

**Types of Pets Allowed**

*Not types of pets other than the following may be kept by a resident.*

Tenants are not permitted to have more than one type of pet.

1. **Dogs**

Maximum number: one

Maximum adult weight: 20 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

2. **Cats**

Maximum number (one)

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

3. **Birds**

Maximum number (two) no deposit required

- Must be enclosed in a cage at all times

4. **Fish**

Maximum aquarium size [10 gallons] no deposit required

- Must be maintained on an approved stand

5. **Rodents** (guinea pig, hamster, or gerbil ONLY)

Maximum number [one]

- Must be enclosed in an acceptable cage at all times
- Must have any or all inoculations as specified now or in the future by State law or local ordinance

**18.5 PET TEMPORARILY ON THE PREMISES**

Pets which are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

- This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the Housing Authority of Richmond.

**18.6 DESIGNATION OF PET/NO -PET AREAS**

The following areas are designated no -pet areas for dogs and cats: all playground areas.

**18.7 ADDITIONAL FEES AND DEPOSITS FOR PETS**

The resident/pet owners shall be required to pay a refundable deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat, with exception of birds and fish.

The deposit is required in full prior to the date the pet is properly registered and brought into the apartment.

The Housing Authority of Richmond reserves the right to change or increase the required deposit by amendment to these rules.

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The Housing Authority of Richmond will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The Housing Authority of Richmond will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the Housing Authority of Richmond will provide a meeting to discuss the charges.

All reasonable expenses incurred by the Housing Authority of Richmond as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;  
Common areas of the project.

- Pet Deposits are not a part of rent payable by the resident.

Amended by Resolution #665 on July 10, 2002 to update cost to resident associated with pet ownership.

The Commissioners of the Housing Authority of Richmond in order to be able to -  
coup damages or any other charges left by a vacating resident, add the following to the  
Pet Policy.

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any  
damages caused by the pet, and any other charges left by the resident upon vacating the  
unit.

### **18.8 ALTERATION TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to  
create an enclosure for any animal. Installation of pet doors is prohibited.

### **18.9 PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of Twenty Dollars (\$20.00) per occurrence will  
be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not a part of rent payable by the resident.

All reasonable expenses incurred by the Housing Authority of Richmond as the result  
of damages directly attributable to the presence of the pet will be the responsibility of  
the resident, including:

- The cost of repairs and replacement to the dwelling unit;
- Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such  
costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted  
from the pet deposit. The resident will be billed for any amount in excess of the pet  
deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on  
the premises, whichever occurs first.

- The expense of flea and tick infestations shall be the responsibility of the resident.

### ***18.10 PET ARE RESTRICTIONS***

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

- An area of the development ground has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area includes :
  - **Robinson Terrace – behind the maintenance shop and Building #6.**
  - **Dillingham Heights – on the streets surrounding the complex.**
  - **Willis Manor – area around the storage building.**
  - **Smith Village – behind 413 and 419 buildings.**
- Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

### ***18.11 NOISE***

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or others such activities.

### ***18.12 CLEANLINESS REQUIREMENTS***

**Litter Box Requirements** . All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash can.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

**Removal of Waste From Other Locations** . The Resident/Pet Owners shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin/other container provided by the Housing Authority of Richmond.

*Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated.*

- The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

### ***18.13 PET CARE***

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twelve (12) hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

- Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

### ***18.14 RESPONSIBLE PARTIES***

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

### ***18.15 INSPECTIONS***

\*The Housing Authority of Richmond may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

- The Housing Authority of Richmond may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes an nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

### ***18.16 PET RULE VIOLATION NOTICE***

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

That the resident/pet owner has five (5) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the five (5) day period, the Housing Authority of Richmond will schedule a meeting, no later than five (5) calendar days from the date of the pet owner's request.

### ***18.17 NOTICE FOR PET REMOVAL***

If the resident/pet owner and the Housing Authority of Richmond are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the Housing Authority of Richmond, the Housing Authority of Richmond may serve notice to remove the pet.

The Notices shall contain:

A brief statement of the factual basis for the Housing Authority of Richmond's determination of the Pet Rule that has been violated;

The requirement that the resident/pet owner must remove the pet within five (5) days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

### ***18.18 TERMINATION OF TENANCY***

The Housing Authority of Richmond may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

### ***18.19 PET REMOVAL***

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Pet removal will include pets that are poorly cared for or have been left unattended for over 12 hours.

If the responsible party is unwilling or unable to care for the pet, or if the Housing Authority of Richmond after reasonable efforts cannot contact the responsible party, the Housing Authority of Richmond may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

### **18.20 EMERGENCIES**

The Housing Authority of Richmond will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals. If it is necessary for the Housing Authority of Richmond to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

## **15. Civil Rights Certifications**

[24CFR Part 903.79(o)]

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

## **16. Fiscal Audit**

[24CFR Part 903.79(p)]

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

## **17.PHA Asset Management**

[24CFR Part 903.79(q)]

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

1.  Yes  No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
- Not applicable
  - Private management
  - Development-based accounting
  - Comprehensive stock assessment
  - Other: (list below)  
Investments
3.  Yes  No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24CFR Part 903.79(r)]

### **A. Resident Advisory Board Recommendations**

1.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment# KY016j02
  - Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
- Considered comments, but determined that no changes to the PHA Plan were necessary.
  - The PHA changed portions of the PHA Plan in response to comments  
List changes below:  
  
Security issues

Other:(listbelow)

### **B.DescriptionofElectionprocessforResidentsonthePHABoard**

1.  Yes  No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub -component C.)
2.  Yes  No : Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub - component C.)

### 3. Description of Resident Election Process

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

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

#### b. Eligible candidates: (select one)

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

#### c. Eligible voters: (select all that apply)

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

### **C. Statement of Consistency with the Consolidated Plan**

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

1. Consolidated Plan jurisdiction: Kentucky Housing Corporation

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

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

Budget is attached

- Other: (list below)

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

**Statement of Consistency:** Consistency with the Consolidated Plan will be met with the general upgrade of our housing stock, to include interior and exterior renovations, in order to provide quality housing with low maintenance and low cost, and consistent with the needs of the residents.

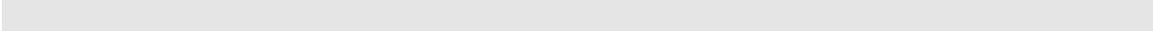
#### **D. Other Information Required by HUD**

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

## Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment#KY016a02	ACOP(amended3/2003)
Attachment#KY016b02	AnnualAgencyPlan
Attachment#KY016c02	LeadHazardControlPolicy (addedtoOperations&Management Policies10/2002)
Attachment#KY016d02	ProgressReportNarrativefor CFP501 -01and501 -02
Attachment#KY016e02	CapitalFundProgramUpdate501 -01
Attachment#KY016f02	CapitalFundProgramUpdate501 -02
Attachment#KY016g02	ComplianceWithConsolidatedPlan (Statementonly -hardcopywillbemailed)
Attachment#KY016h02	StatementofFinancialResources
Attachment#KY016i02	AgencyOrganizationalChart
Attachment#KY016j02	ResidentComments
Attachment#KY016k02	MostRecentBoardApprovedBudget (Statementonly -hardcopywillbemailed)
Attachment#KY016l02	5-YearActionPlan
Attachment#KY016m02	CFP501 -03AnnualStatement



**HOUSING AUTHORITY OF RICHMOND**  
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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Housing Authority of Richmond's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Housing Authority of Richmond to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of Richmond's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority of Richmond will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority of Richmond office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of Richmond will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Housing Authority of Richmond will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of Richmond housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing

Authority of Richmond will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of Richmond will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority of Richmond will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority of Richmond will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of Richmond will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Housing Authority of Richmond's business is housing. If the request would alter the fundamental business that the Housing Authority of Richmond conducts, that would not be reasonable. For instance, the Housing Authority of Richmond would deny a request to have the Housing Authority of Richmond do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority of Richmond may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Housing Authority of Richmond retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of Richmond's programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority of Richmond's programs and services, the Housing Authority of Richmond retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Authority of Richmond if there is no one else willing to pay for the modifications. If another party pays for the modification, the Housing Authority of Richmond will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority of Richmond will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON -ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Housing Authority of Richmond will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

Spanish

#### **4.0 FAMILY OUTREACH**

The Housing Authority of Richmond will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Housing Authority of Richmond will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority of Richmond will also try to utilize public service announcements.

The Housing Authority of Richmond will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

#### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

#### **6.0 REQUIRED POSTINGS**

In each of its offices, the Housing Authority of Richmond will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)

- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current The Housing Authority of Richmond Notices

## 7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

**Willis Manor**  
**502 Ellis Court**  
**Richmond, KY 40475**  
**(606) 623-5968**  
**7:30 a.m. - 4:00 p.m.**

**Robinson Terrace**  
**100 Robinson Terrace**  
**Richmond, KY 40475**  
**(606) 623-4272**  
**9:30 a.m. - 3:00 p.m.**

**Smith Village**  
**429 Smith Village**  
**Richmond, KY 40475**  
**(606) 623-1321**  
**9:30 a.m. - 3:00 p.m.**

Applications are taken to compile a waiting list. Due to the demand for housing in the Housing Authority of Richmond jurisdiction, the Housing Authority of Richmond may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Housing Authority of Richmond will verify the information.

Applications may be made in person at the locations listed above. Applications will be mailed to interested families upon request.

The completed application will be dated and timestamped upon its return to the Housing Authority of Richmond.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of Richmond to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-648-6057.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's application, the Housing Authority of Richmond will make a preliminary determination of eligibility. The Housing Authority of Richmond will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Housing Authority of Richmond determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority of Richmond will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Housing Authority of Richmond will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority of Richmond screening criteria in order to be admitted to public housing.

## 8.2 **ELIGIBILITY CRITERIA**

### A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live-in aides.

6. A **remaining member of a tenant family**.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

## B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.

3. Income limits apply only at admission and are not applicable for continued occupancy.

4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Housing Authority of Richmond.

5. If the Housing Authority of Richmond acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

7. If there are no eligible families on the waiting list and the Housing Authority of Richmond has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

## C. Citizenship/Eligibility Status

2. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
3. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

4. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Housing Authority of Richmond to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Housing Authority of Richmond to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 *SUITABILITY*

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority of Richmond will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, The Housing Authority of Richmond employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Housing Authority of Richmond will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  - 3. History of disturbing neighbors or destruction of property;
  - 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
  - 5. History of abusing alcohol in a way that may interfere with the health,

safety, or right to peaceful enjoyment by others.

- C. The Housing Authority of Richmond will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority of Richmond will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority of Richmond may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUNDSDENIAL**

The Housing Authority of Richmond is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;

- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or caused damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority of Richmond may waive this requirement if:
  1. The person demonstrates to the Housing Authority of Richmond's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  3. Has otherwise been rehabilitated successfully; or
  4. Is participating in a supervised drug or alcohol rehabilitation program.

- M. Have engaged in or threatened abusive or violent behavior towards any The Housing Authority of Richmond staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## 8.5 *INFORMAL REVIEW*

- A. If the Housing Authority of Richmond determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority of Richmond will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 5 business days of the denial. The Housing Authority of Richmond will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority of Richmond, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority of Richmond's decision. The Housing Authority of Richmond must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Housing Authority of Richmond provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

### **9.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to whom it may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

### **9.2 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Housing Authority of Richmond and the applicant will be documented in the applicant file.

### **9.3 PURGING THE WAITING LIST**

The Housing Authority of Richmond will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority of Richmond has current information, i.e. applicant's address, family composition, income category, and preferences.

### **9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Housing Authority of Richmond will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

### **9.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Housing Authority of Richmond will be sent a notice of termination of the process for eligibility.

The Housing Authority of Richmond will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority of Richmond will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

### **9.6 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of Richmond, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frames specified. The Housing Authority of Richmond system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority of Richmond will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

The Housing Authority of Richmond will select families based on the following preferences within each bedroom size category:

Amended July 10, 2002 by Resolution #664 to update and explain preferences.

**A. Working Preference**

This preference is available for families whose head, spouse, or sole member has been continuously employed for at least 20 hours per week in the state of Kentucky for the previous six (6) consecutive months. The Housing Authority will require verification from the employer. However, any applicant, whose head, spouse or sole member is 62 years of age or older or a person with disabilities will also be given the benefit of the working family preference.

**B. Veterans Preference**

This preference is available to applicants who are current members of the U.S. Military Armed Forces, veteran, or surviving spouse of veterans. (If you or a family member either are or were in the military, you may qualify for this preference.)

**C. Victims of Domestic Violence**

This preference is available to applicants who have been subjected to actual or threatened physical violence directed at them or their family by a spouse or other family member for at least six (6) months of a continuing nature.

Claiming this preference will require written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to the victims. Verifications must be obtained (from a landlord or other source) that the abuser still resides at the unit. The victim must show evidence he/she is receiving professional counseling.

Amended by Resolution #667 on August 1, 2002 to add the following additional preference of Involuntary Displacement.

**D. Involuntary Displacement Preference**

This preference is available to applicants who have been required to vacate as a result of a disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable or by an action of government (related to code enforcement, development, public improvements, etc.) or by action of a housing owner which occurs and is not through any fault of the applicant and is other than a rent increase. Claiming this preference will require written verification by the displacing unit or agency of government, and by a service agency such as the Red Cross, or by verification by notice from a landlord.

Preference D, Involuntary Displacement will give a higher priority over the other three preferences. Preferences A, B, and C shall be weighted the same.

The date and time of application will be noted and utilized to determine the sequence within the above -prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near -elderly families. If there are no near -elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families whom may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

**10.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Housing Authority of Richmond will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **will not** share a bedroom.
- B. Children of the opposite sex, both under the age of **2** will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster – children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority of Richmond will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 2 years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority of Richmond will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30 -day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **10.3 SELECTION FROM THE WAITING LIST**

The Housing Authority of Richmond shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low -income

families will not be met, we will skip higher income families on the waiting list to reach extremely low -income families.

If there are not enough extremely low -income families on the waiting list we will conduct outreach on a non -discriminatory basis to attract extremely low -income families to reach the statutory requirement.

#### **10.4 DECONCENTRATION POLICY**

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

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

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income level of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

#### **10.5 DECONCENTRATION INCENTIVES**

The Housing Authority of Richmond may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and non discriminatory manner.

#### **10.6 OFFER OF A UNIT**

When the Housing Authority of Richmond discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Housing Authority of Richmond will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Authority of Richmond regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Housing Authority of Richmond will send the family a letter documenting the offer and the rejection.

### **10.7 REJECTION OF UNIT**

If in making the offer to the family the Housing Authority of Richmond skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized. If a family is offered a unit and has refused an apartment for three times, application will be withdrawn.

If the Housing Authority of Richmond did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

### **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (5) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later, unless monetary circumstances prevent the family from having them money, another 5 days will be added.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation

will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the rent collection policy, utility allowances, utility charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Housing Authority of Richmond will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be:

- A. **\$100.00 for Robinson Terrace, Smith Village and Dillingham Heights.**
- B. **\$50.00 for Willis Manor.**

In exceptional situations, the Housing Authority of Richmond reserves the right to allow a new resident to pay their security deposit in up to two (2) payments. One-half shall be paid in advance, one-half with their second rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges. A transfer fee of \$50.00 will be assessed to the resident for any transfer except for transfers due to appropriate bedroom size, maintenance related issues or medical reasonable accommodation.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Housing Authority of Richmond counts the income of all family members, excluding the types and sources of income that are specifically

excluded. Once the annual income is determined, the Housing Authority of Richmond subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME**

Annual income means all amounts, monetary or not, that:

- A. Goto (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12 month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or

prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - 3. If the amount of welfare assistance is reduced as a result of a lifetime limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## 11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring,

lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. 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;
6. Temporary, nonrecurring sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937A ct.

If the family member is terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12 -month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self -sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State TANF program.
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
- a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act

- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low -Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Additional income exclusions provided by and funded by the Housing Authority of Richmond (20% deduction for first persons with wages; 10% for all others with wages).

The Housing Authority of Richmond will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;

- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 5. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 6. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 7. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Childcare expenses.

## **12.0 VERIFICATION**

The Housing Authority of Richmond will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentations such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Housing Authority of Richmond or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Housing Authority of Richmond will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Housing Authority of Richmond has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Housing Authority of Richmond will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

**12.2 TYPES OF VERIFICATION**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority of Richmond will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INSSAVE confirmation #	INScard
Disability	Letter from medical professional,	Proof of SSI or Social Security

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
	SSI, etc	disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, caregivers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records of income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life		



### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of Richmond will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of Richmond will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority of Richmond will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Housing Authority of Richmond determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority of Richmond will accept letters from the Social Security Agency that establish and state the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Housing Authority of Richmond will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### **12.5 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

#### **12.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the

next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **13.1 FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the ceiling rent amount.

- A. Families who opt for the ceiling rent will be required to go through the income reexamination process every year.
- B. Families who opt for the ceiling rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed in increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of

**\$50.00**, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The Housing Authority of Richmond has set the minimum rent at **\$ 50.00**. However, if the family requests a hardship exemption, the Housing Authority of Richmond will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the immediate family.

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will

not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### **13.4 THE FLAT RENT**

The Housing Authority of Richmond has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Housing Authority of Richmond determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Housing Authority of Richmond will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

Amended by Resolution #672 on March 1, 2003

Discontinuing Flat Rents and Establishing Ceiling Rents (Existing Flat rents will be honored through their three-year time period.)

### **THE CEILING RENT**

The Commissioners Housing Authority of Richmond in order to be in compliance with HUD directives in establishing ceiling rents, now do therefore establish ceiling rents as follows:

	<u>Bedroom Size</u>	<u>Ceiling Rent</u>
Willis Manor	0 bedroom	\$250.00
	1 bedroom	\$280.00
Family Sites	1 bedroom	\$250.00
	2 bedroom	\$300.00
	3 bedroom	\$350.00
	4 bedroom	\$400.00
	5 bedroom	\$450.00

The Ceiling rents are based on comparisons from units on the open market, and does include utilities other than excess usage and; ceiling rents for current residents, who are now paying flat rents, will become effective after the resident has completed three (3) years of flat rent payment. New residents will be offered either 30% percentile, or ceiling rents.

### **13.5 RENT FOR FAMILY ES UNDER THE NONCITY ZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met: g

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority of Richmond will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority of Richmond will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority of Richmond. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.6 UTILITY ALLOWANCE**

The Housing Authority of Richmond shall establish a utility allowance for all check metered utilities and for all tenant -paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy -conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority of Richmond will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy -efficient appliances, etc). Allowances will be evaluated at least annually as well as anytime utility rate changes by 10% or more since the last revision to the allowances.

For The Housing Authority of Richmond paid utilities, the Housing Authority of Richmond will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority of Richmond will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Housing Authority of Richmond for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of The Housing Authority of Richmond purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant -paid utility costs may be granted by the Housing Authority of Richmond on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the housing development office. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the 10th of the month, a \$10 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge. A Notice to Vacate will be issued to the tenant if rent is not received by close of business on the 15th of the month.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

### **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1)) and who certify that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity for 10 or more hours per week.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that

program.

#### **14.3 NOTIFICATION OF THE REQUIREMENT**

The Housing Authority of Richmond shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of Richmond shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of Richmond shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after **April 1, 2001**. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of Richmond will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

#### **14.5 THE PROCESS**

At the first annual reexamination on or after **April 1, 2001**, and each annual reexamination thereafter, the Housing Authority of Richmond will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.

- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Volunteer Time Sheets will be turned in each month, when you pay your rent. You will receive a new time sheet at that time.
- E. Thirty (30) days before the family's next lease anniversary date, the Housing Authority of Richmond will advise the family whether each applicable adult family member is in compliance with the community service requirement.

**14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Housing Authority of Richmond will notify any family found to be in non-compliance of the following:

- A. The family member(s) has been determined to be in non-compliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

**14.7 OPPORTUNITY FOR CURE**

The Housing Authority of Richmond will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The Housing Authority will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Housing Authority of Richmond shall take action to terminate the lease.

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Housing Authority of Richmond may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

#### **14.9 RESOLUTION #660 TO AMMEND COMMUNITY SERVICE REQUIREMENTS**

Resolution to Suspend the Community Service Requirements January 20, 2002

The Commissioners of the Housing Authority of Richmond are suspending its enforcement of the 8-hour community service requirement 30 days from today's date and will not enforce this provision of our Admissions and Continued Occupancy Policy so long as Congress provides for the option to not enforce it.

In taking this action we still want to encourage our public housing residents to both participate in their community and enhance their self-sufficiency skills in a truly voluntary manner.

### **15.0 RECERTIFICATIONS**

At least annually, the Housing Authority of Richmond will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

#### **15.1 GENERAL**

The Housing Authority of Richmond will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families whom they may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Housing Authority of Richmond will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority of Richmond taking eviction actions against the family.

### **15.3 FLAT RENTS (FOREXISTING FLAT RENT RESIDENTS)**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Housing Authority of Richmond expects to review the amount of the flat rent, the approximate rent increase the family could expect, and

the approximated date upon which a future rent increase could become effective.

- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, The Housing Authority of Richmond will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Housing Authority of Richmond may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Housing Authority of Richmond representative, they may make the selection on the form and return the form to the Housing Authority of Richmond. In such case, the Housing Authority of Richmond will cancel the appointment.

#### **15.4 THE FORMULA MET HOD**

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Housing Authority of Richmond will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The flat rent.

The family will pay the greater of the total tenant payment or the minimum rent of **\$50.00**, but never more than the flat rent.

#### **15.5 CEILING RENT**

The annual letter to ceiling rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a ceiling rent amount in lieu of completing the reexamination process

and having their rent based on the formula amount.

- B. The amount of the ceiling rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the ceiling rent will be required to go through the income reexamination process every year.
- E. Families who opt for the ceiling rent may request to have a reexamination and return to the formula -based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Housing Authority of Richmond expects to review the amount of the ceiling rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning ceiling rents.
- H. A certification for the family to sign accepting or declining the ceiling rent.

Each year prior to their anniversary date, The Housing Authority of Richmond will send a reexamination letter to the family offering the choice between a ceiling or a formula rent. The opportunity to select the ceiling rent is available only at this time. At the appointment, the Housing Authority of Richmond may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the ceiling rent method without meeting with the Housing Authority of Richmond representative, they may make the selection on the form and return the form to the Housing Authority of Richmond. In such case, the Housing Authority of Richmond will cancel the appointment.

## **15.6 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### **15.7 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Housing Authority of Richmond between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of Richmond will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be

recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Housing Authority of Richmond will take timely action to process the interim reexamination and recalculate the tenant's rent.

### **15.8 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Housing Authority of Richmond may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

### **15.9 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management

purposes.

- D. To facilitate relocation of families within adequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority of Richmond's deconcentration goal.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

## **16.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain The Housing Authority of Richmond occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority of Richmond when a transfer is the only or best way of solving a serious problem.

## **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third-party verification of the need for the transfer.

## **16.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary caregiver to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- D. The family is current in the payment of all charges owed the Housing Authority of Richmond and has not paid later rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.
- G. Participates in a series of classes conducted by the Housing Authority of Richmond on basic home and yard care.

## **16.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Housing Authority of Richmond and the family rejects two offers without good cause, the Housing Authority of Richmond will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority of Richmond's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **16.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);  
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority of Richmond in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or

- B. When action or inaction by the Housing Authority of Richmond has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

**16.7 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority of Richmond. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

**16.8 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority of Richmond may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority of Richmond will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority of Richmond will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

**16.9 RIGHT OF THE HOUSING AUTHORITY OF RICHMOND IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

**17.0 INSPECTIONS**

An authorized representative of the Housing Authority of Richmond and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided,

and the statement will be signed by both parties with a copy retained in the Housing Authority of Richmond file and a copy given to the family member. An authorized The Housing Authority of Richmond representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any The Housing Authority of Richmond damage to the unit.

#### **17.1 MOVE-IN INSPECTIONS**

The Housing Authority of Richmond and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

#### **17.2 ANNUAL INSPECTIONS**

The Housing Authority of Richmond will inspect each public housing unit annually to ensure that each unit meets the Housing Authority of Richmond's housing standards. Work orders will be submitted and completed to correct any deficiencies.

#### **17.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extend the life of the unit and its equipment.

#### **17.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority of Richmond.

#### **17.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority of Richmond will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

#### **17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority of Richmond will give the tenant at least two (2) days written notice.

### **17.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Housing Authority of Richmond has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### **17.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, the Housing Authority of Richmond will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority of Richmond to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority of Richmond to ready units more quickly for the future occupants.

### **17.9 MOVE-OUT INSPECTIONS**

The Housing Authority of Richmond conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **18.0 HOUSING AUTHORITY OF RICHMOND PET POLICY**

### **18.1 INTRODUCTION**

The Housing Authority of Richmond has discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest to provide a decent, safe and sanitary living environment for all tenants, to protect and preserving the physical condition of the property, and the financial interest of the Housing Authority of Richmond.

The purpose of this policy is to establish the policy and procedures for ownership of pets in family and elderly units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. The policy is limited to only those persons classified as elderly.

### **18.2 ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals assisting persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability.

### **18.3 MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the Housing Authority of Richmond management.

The pet owner must submit and enter into a Pet Agreement with the Housing Authority of Richmond.

The pet owner must provide documentation that they have renters insurance providing protection against any liabilities incurred due to pet ownership.

#### **Registration of Pets**

Pets must be registered with the Housing Authority of Richmond before they are brought onto the premises. Registration includes certificates signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats must be spayed or neutered prior to being admitted to housing.

**Execution of a Pet Agreement with the Housing Authority of Richmond stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.**

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

#### **Refusal To Register Pets**

The Housing Authority of Richmond may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the Housing Authority of Richmond refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with Notice requirements.

The Housing Authority of Richmond will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any House Pet Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The Housing Authority of Richmond reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the Housing Authority of Richmond and agree to abide by all of the pet rules in writing.

Housing Authority of Richmond resident pet owners may not care for pets other than their own or approved pets owned by other Housing Authority of Richmond families.

#### **18.4 STANDARDS FOR PETS**

If an approved pet, other than dogs or cats, gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals assisting persons with disabilities.

#### **PERSONS WITH DISABILITIES**

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability; and

That the animal actually assists the person with the disability.

#### **TYPES OF PETS ALLOWED**

*Not types of pets other than the following may be kept by a resident.*

Tenants are not permitted to have more than one *type* of pet.

##### **1. Dogs**

Maximum number: one

Maximum adult weight: 20 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

2. **Cats**

Maximum number (one)

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

3. **Birds**

Maximum number (two) no deposit required

- Must be enclosed in a cage at all times

4. **Fish**

Maximum aquarium size [10 gallons] no deposit required

- Must be maintained on an approved stand

5. **Rodents** (guinea pig, hamster, or gerbil ONLY)

Maximum number [one]

- Must be enclosed in an acceptable cage at all times
- Must have any or all inoculations as specified now or in the future by State law or local ordinance

***18.5 PET TEMPORARILY ON THE PREMISES***

Pets which are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

- This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the Housing Authority of Richmond.

**18.6 DESIGNATION OF PET/NO -PET AREAS**

The following area is designated no -pet area for dogs and cats: all playground areas.

**18.7 ADDITIONAL FEES AND DEPOSITS FOR PETS**

The resident/pet owners shall be required to pay a refundable deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat, with exception of birds and fish.

The deposit is required in full prior to the date the pet is properly registered and brought into the apartment.

The Housing Authority of Richmond reserves the right to change or increase the required deposit by amendment to these rules.

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The Housing Authority of Richmond will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacity or death.

The Housing Authority of Richmond will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the Housing Authority of Richmond will provide a meeting to discuss the charges.

All reasonable expenses incurred by the Housing Authority of Richmond as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common area soft of the project.

- Pet Deposits are not a part of rent payable by the resident.

Amended by Resolution #665 on July 10, 2002 to update costs to resident associated with pet ownership.

The Commissioners of the Housing Authority of Richmond in order to be able to recover -coup damages or any other charges left by a vacating resident, add the following to the Pet Policy.

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any damages caused by the pet, and any other charges left by the resident upon vacating the unit.

### **18.8 ALTERATIONSTO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

### **18.9 PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of Twenty Dollars (\$20.00) per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the Housing Authority of Richmond as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- The cost of repairs and replacements to the dwelling unit;
- Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount in excess of the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

- The expense of leaded-pipe infestations shall be the responsibility of the resident.

### **18.10 PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrance to and exits from the building.

- An area of the development grounds has been designated as a pet exercise area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area includes :
  - **Robinson Terrace – behind the maintenance shop and Building #6.**
  - **Dillingham Heights – on the streets surrounding the complex.**
  - **Willis Manor – area around the storage building.**
  - **Smith Village – behind 413 and 419 buildings.**
- Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

### ***18.11 NOISE***

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or others such activities.

### ***18.12 CLEANLINESS REQUIREMENTS***

**Litter Box Requirements** . All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash can.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

**Removal of Waste From Other Locations** . The Resident/Pet Owners shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin/other container provided by the Housing Authority of Richmond.

**Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated.**

- The resident/pet owners shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

### ***18.13 PET CARE***

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twelve (12) hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

- Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must greet to exercise courtesy with respect to other residents.

**18.14 RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**18.15 INSPECTIONS**

\*The Housing Authority of Richmond may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

- The Housing Authority of Richmond may enter and inspect the unit only if a written complaint is received alleging that the conductor or condition of the pet in the unit constitutes an nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

**18.16 PET RULE VIOLATION NOTICE**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

That the resident/pet owner has five (5) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the five (5) day period, the Housing Authority of Richmond will schedule a meeting, no later than five (5) calendar days from the date of the pet owner's request.

**18.17 NOTICE FOR PET REMOVAL**

If the resident/pet owner and the Housing Authority of Richmond are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the Housing Authority of Richmond, the Housing Authority of Richmond may serve notice to remove the pet.

The Notices shall contain:

A brief statement of the factual basis for the Housing Authority of Richmond's determination of the Pet Rule that has been violated;

The requirement that the resident/pet owner must remove the pet within five (5) days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

### ***18.18 TERMINATION OF TENANCY***

The Housing Authority of Richmond may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time periods specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

### ***18.19 PET REMOVAL***

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Pet removal will include pets that are poorly cared for or have been left unattended for over 12 hours.

If the responsible party is unwilling or unable to care for the pet, or if the Housing Authority of Richmond after reasonable efforts cannot contact the responsible party, the Housing Authority of Richmond may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

## **18.20 EMERGENCIES**

The Housing Authority of Richmond will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals. If it is necessary for the Housing Authority of Richmond to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

## **19.0 REPAYMENT AGREEMENTS**

When a resident owes the Housing Authority of Richmond back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority of Richmond allow them to enter into a Repayment Agreement. The Housing Authority of Richmond has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

## **20.0 TERMINATION**

### **20.1 TERMINATION BY TENANT**

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period.

### **20.2 TERMINATION BY THE HOUSING AUTHORITY**

The Housing Authority of Richmond after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority of Richmond will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;

- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug -related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority of Richmond;
- K. Non-compliance with Non -Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

The Housing Authority of Richmond will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### **20.3 ABANDONMENT**

The Housing Authority of Richmond will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Housing Authority of Richmond representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored for at least 30 days and when it will be sold. If the Housing Authority of Richmond

does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than **\$200.00**, the Housing Authority of Richmond will mail a notice of the sale or disposition to the resident and then wait **30** days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until **30** days after the Housing Authority of Richmond mails the notice of abandonment.

If the estimated value of the property is more than **\$200.00**, the Housing Authority of Richmond will mail a notice of the sale or disposition to the resident and then wait **30** days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Housing Authority of Richmond such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Housing Authority of Richmond will mail it to the family. If the family's address is not known, the Housing Authority of Richmond will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Housing Authority of Richmond.

Within **30** days of learning of an abandonment, the Housing Authority of Richmond will either return the deposit or provide a statement of why the deposit is being kept. ll

#### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Housing Authority of Richmond will return the security deposit within **30** days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority of Richmond will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **30** days.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24CFR 5.504(b))

**Community service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

**Consent Form:** A consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for

which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24CFR5. 100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24CFR5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24CFR5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24CFR5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24CFR5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C.802).

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD -assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live -in aides. (24CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low -income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) . (24CFR 5.100)

**Family** includes but is not limited to :

- A. A family with or without children;
- B. An elderly family;
- C. A near -elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24CFR 5.403)

**Family Members:** All members of the household other than live -in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24CFR 98.4.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24CFR 5.504(b))

**Household Members :** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24CFR 570.

**Imputed Income :** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

**Income Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24CFR 5.603(d))

**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. (24CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more relatives. (24CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. 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.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets 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 reexamination, as applicable, in excess of the consideration received therefor. 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. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Participant:** A family or individual that is assisted by the public housing program.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low -income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence

**Previously unemployed:** This includes a person who has earned, in the 12 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.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed -finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low -income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV -2,3- 5b.)

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant -based assistance program (24 CFR 982), and the Section 8 project -based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV -2,3- 5)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24CFR 5. 504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority 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. (24CFR5.603)

**Utility Reimbursement:** 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. (24CFR5.603)

**Very Low -Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24CFR5.603(d))

**Welfare Rent:** In "as -paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## ACRONYMS

ACC	AnnualContributionsContract
CFR	CodeofFederalRegulations
FSS	FamilySelfSuffici ency(program)
HCDA	HousingandCommunityDevelopmentAct
HQS	HousingQualityStandards
HUD	DepartmentofHousingandUrbanDevelopment
INS	(U.S.)ImmigrationandNaturalizationService
NAHA	(Cranston-Gonzalez)NationalAffordableHousingAct
NOFA	NoticeofFundingAvailability
OMB	(U.S.)OfficeofManagementandBudget
PHA	PublicHousingAgency
QHWRA	QualityHousingandWorkResponsibilityActof1998
SSA	SocialSecurityAdministration
TTP	TotalTenantPayment

**Standard Housing Authority Annual Plan  
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**Copies of any information not physically included with this document can be reviewed in the Main Office of the Housing Authority of Richmond.**

## EXECUTIVE SUMMARY

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In an effort to provide decent, safe and sanitary housing for our residents, the Housing Authority of Richmond, its Board of Commissioners, the Resident Advisory Board and the residents of the authority, are planning demolitions and replacement of units in Dillingham Heights, KY 016 -002.

The Housing Authority of Richmond continues to consider the needs and wishes of all the residents in the upgrading of housing and services provided for them.

Each housing site will benefit from monies funded for planned projects, in order to improve the status and appearance of the units in which our residents reside. Provisions for parking, landscaping and addition to playgrounds will make our units more attractive.

## NEEDS ASSESSMENT

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The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in our Annual Plan a Needs Assessment of the housing needs of our jurisdiction and our waiting list. Also, we are required to state how we intend to address these needs.

Attached is the information contained in the Housing Needs Section of our Consolidated Plan. It shows there is a moderate need for additional affordable housing resources in our community. Also, per the requirements, we have attached data and tables that provide an analysis of our waiting list.

The information was analyzed in the following manner.

The Housing Authority of Richmond used this analysis to prepare our five-year goals and objectives. It reflects our priorities that we have set forth in our Mission Statement.

We are currently undergoing demolition of 26 family units of various bedroom number, and will be constructing at least one-half of these units back on the original site. In needs assessments we find that as the population ages, the elderly and near elderly need adaptable housing. These will be the type of units we will construct. Also scattered site developments are being planned, with adaptable units, that will help alleviate the stigma of "housing projects."

Finally, we are required to state how we intend to address our community's housing needs to the maximum extent practical. While we wish we could meet the needs that exist in our jurisdiction, we are not optimistic about achieving this objective. The problem is that we lack the resources to address our housing needs. Neither the Housing Authority of Richmond nor the Federal Government has the resources necessary to accomplish our objective. The only practical thing we can do is to apply for the grant opportunities made available by the U.S. Department of Housing and Urban Development over the course of the next year. Whenever possible we will respond to HUD NOFAs (Notices of Funding Availability) to increase the amount of affordable housing in Richmond, KY.

## ANALYSIS OF THE PUBLIC HOUSING WAITING LIST

<b>Total Number of Families on the Waiting List</b>	12
<b>Bedroom Breakdown:</b>	
One Bedroom Applicants	1
Two Bedroom Applicants	6
Three Bedroom Applicants	5
Four Bedroom Applicants	
Five Bedroom Applicants	
Six or more Bedroom Applicants	
<b>Income Distribution of Applicants:</b>	
Applicants between 50% and 80% of Median	0
Applicants between 30% and 49.9% of Median	0
Applicants at less than 30% of Median	12
<b>Number of Applicant Families Headed by an Elderly Person</b>	0
<b>Number of Applicant Families with a Person with a Disability</b>	0
<b>Racial/Ethnic Breakdown:</b>	
White (Non-Hispanic)	11
Black (Non-Hispanic)	1
American Indian/Native Alaskan	
Asian or Pacific Islander	
Hispanic	
Other	
<b>Average Length of Time to Receive Housing (in months)</b>	
<b>If waiting list is closed, date it closed</b>	

**JURISDICTIONAL NEEDS ASSESSMENT TABLE**

<b>Table 1.</b>			
<b>Needs of Specific Families in the Jurisdiction</b>			
	<b>EXTREMELY LOW INCOME</b>	<b>ELDERLY, DISABLED</b>	<b>RACIAL/ETHNIC GROUP</b>
<b>Affordability Issues</b>	<b>Good supply of Affordable units</b>	<b>Good supply of Affordable units</b>	<b>None</b>
<b>Supply of Housing</b>		<b>Currently have 21 Units available at Willis Manor</b>	<b>None</b>
<b>Quality of Housing</b>	<b>Units are of good Quality</b>	<b>Units are of good Quality</b>	<b>None</b>
<b>Accessibility</b>	<b>Good supply</b>	<b>Accessibility Units available</b>	<b>None</b>
<b>Size</b>	<b>1 Bedroom Short supply</b>	<b>1 Bedroom and Efficiency units at Willis Manor – 0 Available at present</b>	<b>None</b>
<b>Location of Housing</b>	<b>Units scattered Throughout City Operates three Public Housing developments</b>	<b>Centrally located, Close to churches, grocery, etc.</b>	<b>None</b>

**PUBLICHOUSINGWAITI NGLISTNEEDSASSESS MENTTABLE**

<b>Table2.</b>			
<b>NeedsofSpecif icFamiliesonthePublicHousingWaitingList</b>			
	<b>EXTREMELY LOWINCOME</b>	<b>ELDERLY, DISABLED</b>	<b>RACIAL/ETHNIC GROUP</b>
<b>AffordabilityIssues</b>	<b>Unitsarevery Affordabletomeet the Needsoffamilies</b>	<b>None</b>	<b>None</b>
<b>SupplyofHousing</b>	<b>None</b>	<b>None</b>	<b>None</b>
<b>QualityofHousing</b>	<b>Existingunitsareof goodquality</b>	<b>None</b>	<b>None</b>
<b>Accessibility</b>	<b>Good</b>	<b>Aneedforground Floorapartments</b>	<b>None</b>
<b>Size</b>	<b>Shortsupplyof 1&amp;2Bedroom apartments</b>	<b>None –wehave Efficiencyand1 bedroomunits</b>	<b>None</b>
<b>LocationofHousing</b>	<b>Unitsscattered Throughoutthe City Operates3Public Housing developments</b>	<b>Locatedcenterof Citycloseto churches,groceries, etc.</b>	<b>None</b>

## STATEMENT OF FINANCIAL RESOURCES

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>	527,891	Capital Improvement
a) Public Housing Operating Fund	402,255	
b) Public Housing Capital Fund	490,722	
c) HOPEVI Revitalization	0	
d) HOPEVI Demolition	0	
e) Annual Contributions for Section 8 Tenant -Based Assistance	0	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self - Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)	114,034	Development
<b>Bond Refinancing</b>		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
KY016P36-501-02	413,743	Capital Improvements
<b>3. Public Housing Dwelling Rental Income</b>	609,400	Operating
<b>4. Other income (list below)</b>		
Investment Income	6,600	Operating
Entrepreneurial Activities	24,652	Development
<b>4. Non -federal sources (list below)</b>		
<b>Total resources</b>	2,589,297	
	<b>2</b>	<b>-1</b>

## **ELIGIBILITY, SELECTION, AND ADMISSIONS POLICY**

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The policies that govern eligibility, selection, and admission in the Housing Authority of Richmond's Public Housing Program are found in both the Annual Plan and the Admissions and Continued Occupancy Policy (ACOP). They contain all the relevant policies required under this Section of the Annual Plan. The titles of these policies are the ACOP which is Attachment #KY016a02.

## RENT DETERMINATION

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The Housing Authority of Richmond operates a Public Housing Program. We have decided to set the following rent policies for the Public Housing Program.

1. We are retaining the calculation of rent payment at greater of 30% of adjusted monthly income, 10% of monthly income, or shelter rent.
2. We are adding any income exclusion to the statutory ones in the calculation of adjusted income to further give working families an incentive by giving an additional 20% deduction from income of head of household.
3. We are phasing in rent for qualified residents that transition from welfare to work according to Section 508 of QHWRA. There will be no increase in their rent for the first year, it will increase 50% of the normal increase in the second year, and will fully phase in for the third year.
4. We have established a minimum rent of \$50.00.

<b>Development</b>	<b>Flat Rent</b>	<b>Ceiling Rent</b>
Robinson Terrace		
Smith Village		
Dillingham Heights		
One Bedroom	\$225	\$250
Two Bedroom	\$275	\$300
Three Bedroom	\$325	\$350
Four Bedroom	\$375	\$400
Five Bedroom	\$425	\$450
 Willis Manor		
Efficiency	\$225	\$250
One Bedroom	\$255	\$280

## OPERATION AND MANAGEMENT

### BLOOD-BORNE DISEASES POLICY

---

#### 1.0 GENERAL INFORMATION

##### 1.1 PURPOSE

The Housing Authority of Richmond will make every effort to provide its employees a workplace that is free from recognized hazards that may cause death or serious physical harm. In providing services to the residents of the Housing Authority of Richmond, employees may come in contact with serious diseases that can be transmitted by blood-borne pathogens. It is important that both residents and employees are protected from the transmission of such diseases.

The purpose of this policy is to comply with Federal regulations and to establish a comprehensive set of rules and regulations governing the prevention of potential occupational exposure to Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), the Human Immunodeficiency Virus (HIV - AIDS), and other blood-borne diseases.

##### 1.2 COVERAGE

Occupational exposure to blood-borne pathogens may occur in many ways, including needle sticks, cuts, injuries, or blood spills. Although most Housing Authority employees do not think of themselves as at risk for blood-borne diseases, there are many daily tasks that potentially place them at risk. These tasks include:

- A. Cleaning any unit where blood is present.
- B. Giving first aid to an injured person.
- C. Picking up needles or trash containing needles.
- D. Working in sewage.
- E. Transporting infectious cleanup supplies to be disposed of or laundered.
- F. Cleaning public restroom areas.
- G. Cleaning common areas in buildings and grounds where blood or other infectious material may be present.

- H. Assisting in removal of a deceased resident from their unit.
- I. Being exposed by another infectious individual through hostile acts.
- J. Any work involving body fluid or blood contact.

The purpose of the policy and related training program is not to alarm the employees of the Housing Authority of Richmond, but to make them responsibly aware of the risks they may encounter and to equip them to react professionally in the face of those risks.

### **1.3 ADMINISTRATION**

The Executive Director will appoint one of the Housing Authority's employees as a part-time Safety Officer. The Safety Officer will administer this policy for the Housing Authority of Richmond. The Safety Officer will be responsible for the following tasks:

- A. Developing, implementing and maintaining an effective blood-borne disease plan subject to the provisions of Federal and State law relating to Occupational Safety and Health Administration (OSHA) regulations.
- B. Permanently maintaining records of all employees and incidents subject to the provisions of this program.
- C. Coordinating, monitoring, and documenting all training activities undertaken in support of this plan.
- D. Compiling a list of all jobs in which employees have potential occupational exposure to blood-borne diseases.
- E. Ensuring that there are complete health and immunization records for all employees.
- F. Investigating all incidents of exposure, notifying all employees who were exposed and ensuring that all reports are completed and any necessary follow-up medical care is made available.
- G. Providing exposed employees with access to post-exposure follow-up and counseling.

## **2.0 GENERAL POLICIES AND PROCEDURES**

### **2.1 POLICY STATEMENT**

All blood and other body fluids are potentially infectious and can transmit several diseases. For this reason, all Housing Authority of Richmond employees should take particular care when there is potential exposure. These precautions have been termed "universal precautions" and stress that employees should behave as though there is the possibility of exposure at all encounters.

### **2.2 GENERAL GUIDELINES**

General guidelines that shall be used by everyone include the following:

- A. Think carefully when responding to emergencies and exercise common sense when there is possible exposure to blood or other potentially infectious materials that require universal precautions.
- B. Keep all open cuts and abrasions covered with adhesive bandages that repel liquids.
- C. If hands are contaminated with blood or other potentially infectious materials wash immediately and thoroughly. Hands shall also be washed after gloves are removed even if the gloves appear to be intact. When soap and water or hand-washing facilities are not available, then use a waterless antiseptic hand cleaner according to the manufacturer's recommendation for the product.
- D. All workers shall take precautions to prevent injuries caused by needles. To prevent needle stick injuries, needles shall not be recapped, purposely bent or broken by hand, or removed from disposable syringes. After they are found, disposable syringes and needles shall be placed in puncture resistant containers for disposal.
- E. The puncture resistant containers shall be located as close as practical to the use area.
- F. The Housing Authority will provide gloves, protective glasses, and other necessary equipment of appropriate material and quality for use when needed.

## **3.0 TRAINING**

### **3.1 EMPLOYEES AT RISK FOR EXPOSURE**

Employees believed to be at risk for exposure shall receive training regarding the location and proper use of personal protective equipment. They shall be trained concerning proper work practices and understand the concept of "universal precautions" as it applies to their work situation.

### **3.2 NEW EMPLOYEES AT RISK OF EXPOSURE**

During the orientation period, all new employees at risk of exposure will be trained on the risks of blood-borne diseases associated with their position.

## **4.0 RECORDS AND REPORTS**

### **4.1 EXPOSURE REPORTING**

All employees who are exposed to blood or body fluids during the performance of work duties must report the incident to protect themselves and the public. The employee must notify the Safety Officer and make sure that the proper report is prepared. Using the information in the report, the Safety Officer will determine the best course of action to follow.

## **5.0 MANAGEMENT OF POTENTIAL EXPOSURE**

### **5.1 HEPATITIS B VACCINATIONS**

The Housing Authority of Richmond shall offer all employees at risk of exposure a Hepatitis B Vaccination free of charge and in amounts and at times prescribed by standard medical practices. The vaccination shall be voluntary. All employees have the option of being vaccinated by their own physician and using their personal physician for any post-exposure treatment and follow-up described in this policy. When a personal physician is used, the employee must submit to the Safety Officer records of all treatment or vaccinations received.

If an employee decides not to receive the vaccination, that refusal shall be documented in writing and placed in the employee's file. The refusal can be rescinded at any time.

### **5.2 REPORTING POTENTIAL EXPOSURES**

Employees shall observe the following procedures for reporting a job exposure incident that may put them at risk for HIV or HBV infections (i.e., needle sticks, blood contact on broken skin, body fluid contact with eyes or mouth, etc.):

- A. Notify the Safety Officer and immediate supervisor of the contact incident and details thereof.
- B. Complete the appropriate on -the-job injury reports and exposure forms.
- C. Make arrangements for the employee to be seen by a physician as with any job -related injury. The Housing Authority will make Blood testing available to all workers who have had a documented on the job exposure and may be concerned they have been infected with HIV. A blood sample should be drawn from the employee and tested for Hepatitis and the antibody to Human Immunodeficiency Virus (HIV antibody). Testing should be done at a location where appropriate pretest counseling is available. Post -test counseling and referral for treatment should also be provided.

### **5.3 DISABILITY BENEFITS**

Entitlement to worker's compensation benefits and any other benefits available for employees who suffer from on -the-job injuries will be determined as with any other work -related injury in accordance with applicable State law.

### **6.0 CONFIDENTIALITY**

All medical information and records are confidential under State and Federal laws. Any employee who disseminates such confidential information in regard to a victim or suspected victim of communicable disease is in violation of such laws and could be subject to serious disciplinary and/or civil action.

## CAPITALIZATION POLICY

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The Housing Authority of Richmond adopts the following capitalization policy for the purpose of determining, distinguishing and recording materials and non-expendable equipment and personal property purchased or acquired in connection with the development, management, and maintenance of public housing developments owned or operated by this Authority.

- A. If the initial cost of a piece of equipment and/or other personal property is Five Thousand Dollars (\$5000.00) or more and the anticipated life or useful value of said equipment or property is more than one (1) year, the same shall be capitalized and recorded as non-expendable equipment and charged as a capital expenditure.
- B. If the initial cost of the piece of equipment and/or personal property is less than Five Thousand Dollars (\$5000.00) or its useful life is less than one (1) year regardless of cost, the same shall be treated and recorded as materials or inventory and charged to maintenance, administration, or tenant service expense.
- C. The Executive Director, or the Executive Director's designee, is authorized and directed to determine whether each piece of equipment or other personal property that is acquired by the Housing Authority in connection with the development, management and maintenance of the properties owned or operated by the Housing Authority, shall be classified as material or non-expendable, as defined in the preceding sections. The Executive Director is further directed to ensure that the determination is documented in the appropriate records of the Housing Authority and retained for the information and guidance of its personnel and for audit purposes.

## CHECKSIGNIN GAUTHORIZATIONPOLI CY

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The Housing Authority of Richmond hereby establishes a policy that identifies those people who are authorized to sign and issue checks on its behalf. The purpose of this policy is to update instructions to depositories so that there is a clear understanding regarding this important matter. It also is necessary to implement appropriate internal control over our financial matters.

- A. The following policy for issuing and signing checks of the Housing Authority shall be established:
  - 1. All checks shall bear two signatures, one of which must be a Commissioner of the Housing Authority of Richmond.
  - 2. The second signature must be that of either the Executive Director or the Director of Finance.
- B. The incumbents in the positions authorized to sign checks shall be individually bonded in the amount of \$ **100,000.00**, in addition to a blanket bond of \$ **100,000.00**.
- C. The supporting data for each check shall be available for the signer to review at the time of signing.
- D. The Housing Authority of Richmond may establish procedures for automated signatures.
- E. A copy of this policy shall be forwarded to all designated depositories of the Authority.
- F. This policy rescinds all previous authorization policies and shall become effective upon its adoption.

## **CRIMINAL, DRUG TREATMENT, AND REGISTERED SEX OFFENDER CLASSIFICATION RECORDS MANAGEMENT POLICY**

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### **1.0 PURPOSE**

In the course of its regular operations, the Housing Authority of Richmond comes into possession of criminal records as well as records of drug treatment or registered sex offender status of both residents and applicants. While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

The Housing Authority of Richmond may also be called upon to perform criminal record checks regarding applicants for, or tenants of, housing that receives project-based assistance in the jurisdiction of the Housing Authority. The authority shall maintain the records received for these residents or applicants in the manner prescribed by this policy. Such records will not be made available to the owner of the subject property, but will be used to make recommendations to the owner based on criteria supplied by the owner.

### **2.0 ACQUISITION**

All adult applicants and residents shall complete the Housing Authority of Richmond Authorization for Release of Police Records and Authorization of Release of Medical Records when they apply for housing. Through its cooperative agreement with the Richmond Police Department, the Housing Authority will request a check of local records as well as a National Crime Information Center check for a criminal history of any applicant. This check is done for the purpose of screening applicants for housing.

All requests for criminal records or records of drug treatment or registered sex offender status will direct the records to be sent to the supervisor of the applications office. Only this individual shall have access to the records received. He or she shall discuss the records with other Housing Authority of Richmond employees only as required to make a housing decision.

### **3.0 MAINTENANCE**

The Housing Authority of Richmond will keep all criminal records or records of drug treatment or sex offender status that are received confidential. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or other entity except for official use in the application process or in court proceedings. No copies will be made of the records except as required for official or court proceedings.

Criminal records or records of drug treatment or registered sex offender status will be kept in a file separate from other application or eviction information. These files will be maintained in a different cabinet that is locked and kept in a secure location. Only specified employees shall have access to this cabinet.

#### **4.0 DISPOSITION**

The records shall be destroyed once action is taken on the application for housing and any grievance hearing or court proceeding has been completed and the action is finalized. A notification of destruction will be maintained.

## DISPOSITION POLICY

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Personal property belonging to the Housing Authority of Richmond shall not be sold or exchanged for less than fair value. Any personal property belonging to the Housing Authority that is no longer needed for Housing Authority operations shall be declared excess. Any such excess property valued at Five Hundred Dollars (\$500.00) or more, which is not being sold to a public body for a public use or to a non-profit organization for low-income housing related purposes (e.g. a resident organization), shall be sold at a public sale.

Sales of excess personal property shall be conducted in the following manner:

- A. The Executive Director shall declare personal property that is worn out, obsolete or surplus to the needs of the Housing Authority excess. All such declarations shall be documented in writing. A survey to identify such property shall be conducted at least once a year following the inventory.
- B. If the estimated market value of the personal property offered for sale is less than Five Hundred Dollars (\$500.00), the Executive Director may negotiate a sale in the open market after such informal inquiry as he or she considers necessary to ensure a fair return to the Housing Authority. The sale shall be documented by an appropriate bill of sale.
- C. For sales of excess property valued between Five Hundred Dollars (\$500.00) and One Thousand Dollars (\$1000.00), the Executive Director shall solicit informal bids orally, by telephone, or in writing from all known prospective purchasers and a tabulation of all such bids received shall be prepared and retained as part of the permanent record. The sale shall be documented by an appropriate bill of sale.
- D. For sales of excess property valued at more than One Thousand Dollars (\$1000.00), a contract of sale shall be awarded only after advertising for formal bids. The advertisement shall be posted at least fifteen (15) days prior to award of the sale contract and shall be published in newspapers or circular letters to all prospective purchasers. In addition, notices shall be posted in public places. Bids shall be opened publicly at the time and place specified in the advertisement. A tabulation of all bids received shall be prepared and filed with the contract as part of the permanent record. The award shall be made to the highest bidder at the price.
- D. Notwithstanding the above, the sale or donation of personal property to a public body for public use or a non-profit organization for low-income housing related purposes may be negotiated at its fair value subject to approval by the Board of Commissioners.

The transfers shall be documented by an appropriate bill of sale.

Personal property shall not be destroyed, abandoned, or donated without the prior approval of the Board of Commissioners. The Executive Director shall make every effort to dispose of excess personal property as outlined above. However, if the property has no scrap or salvage value and a purchaser cannot be found, the Executive Director shall prepare a statement detailing the prospective bidders solicited and all other efforts made to sell the property, together with recommendations as to the manner of disposition. This statement shall be referred to the Board of Commissioners for its approval. A copy of the Board's approval, together with the complete documentation in support of destruction, abandonment, or donation, shall be retained as a part of the permanent records.

## **DRUG-FREE WORKPLACE POLICY**

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The unlawful manufacture, distribution, dispensation, possession, possession for sale or distribution, or use of a controlled substance is prohibited on the premises of the Housing Authority of Richmond. Also, the abuse of prescription drugs is expressly prohibited. Appropriate disciplinary actions, which may include termination, will be taken against any employee for violation of these prohibitions.

A controlled substance for purposes of this Policy means a controlled substance listed in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812), and as further defined by Federal regulations (21 C.F.R. Sections 1300.11 through .15). This list includes, but is not limited to marijuana, heroin, PCP, cocaine, and amphetamines.

A condition of employment for work under funds received by the Housing Authority from any Federal agency, is that each employee directly engaged in the performance of work funded by such a grant will:

- A. Abide by the terms of this Policy, and
- B. Notify the Housing Authority of his or her criminal drug statute conviction for any violation occurring in the workplace of the Housing Authority of Richmond no later than five (5) days after such conviction.
  - 1. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violation of Federal or State criminal drug statutes.
  - 2. Criminal drug statute means a criminal statute involving manufacture, distribution, dispensation, use or possession of any controlled substance.

A sanction will be imposed on any employee so convicted. Within thirty (30) days after receiving notice of the conviction:

- A. The Housing Authority will take appropriate disciplinary action against such employee, up to and including termination; or
- B. The Housing Authority will require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency.

## EQUAL HOUSING OPPORTUNITY POLICY

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### 1.0 Nondiscrimination

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

The Housing Authority shall not discriminate because of race, color, sex, religion, familial status (including elderly designated housing), disability, handicap or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

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

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

The Housing Authority shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or elderly pet owners). Each applicant in a particular

group or category will be treated on an individual basis in the normal processing routine.

The Housing Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, the Housing Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.

Housing Authority records with respect to applications for admission shall indicate for each application the date of receipt; the determination of eligibility or non-eligibility; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

## **2.0 Affirmative Marketing**

As conditions may require, the Housing Authority will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. The Housing Authority may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts the Housing Authority may engage in depending on the situation are the following:

- A. Send informational spots local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication
- B. Special outreaches to minorities, persons with disabilities and very low-income families;
- C. Distribute pamphlets and brochures.
- D. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers.
- E. Outreach to organizations which assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

The Housing Authority will monitor the benefits received, as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailings to areas with a heavy concentration of minority citizens. If

language is a problem, brochures may be printed in Spanish, Vietnamese, Arabic or other languages as required.

### **3.0 Operations**

In order to further the objectives of non-discrimination the Housing Authority shall:

- A. Include in the admissions briefings for all Housing Authority programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
- B. Prominently display a Fair Housing Poster in every development office owned by the Housing Authority and in the Housing Authority's main office.
- C. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of the Housing Authority. The Housing Authority shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
- D. The Housing Authority shall maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.
- E. As many publications as feasible shall be printed in both English and Spanish or any other language commonly spoken in the locality.

## ETHICS POLICY

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### PREFACE

The Housing Authority of Richmond has established standards of conduct for its employees and members of its Board of Commissioners. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of the Authority. Because of its status as an independent public corporation, the Authority recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe in detail the standards by which members of the Board of Commissioners and staff are to be held accountable.

This code recognizes and incorporates those sections of federal, state, and local law which govern the conduct of public employees, and in no way supplants those provisions of law. In cases where no statutory precedent exists, the policy of the Housing Authority of Richmond shall be applied, except that this policy shall in no way be taken to supersede the provisions of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

The Standards of Conduct contained within the Code of Ethics shall be generally applied so as to avoid the appearance, or actual occurrence of, any favoritism or special treatment towards any applicant, resident, vendor, or agent having business, or dealings of any kind, with the Authority. No Commissioner or employee shall use or cause or allow to be used his or her position to secure any personal privileges for himself, herself, or others, or to influence the activities, actions, or proceeds of the Authority.

The Housing Authority of Richmond, in establishing standards of conduct for its employees and commissioners, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Authority. While the Authority cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with the Authority. Specifically, these principles include:

- A. No direct or indirect personal inducement of Authority employees. This includes the giving of gifts, money, tickets or any item or service having value.
- B. No direct or indirect inducement of members of the Board of Commissioners. This shall include the same provisions covering employees, except that it is recognized that in the course of business dealings, there may be times when meals and/or visits may be arranged. In such cases, such events should be reported to the Chairman of the Board, with the nature of the visit explained.

It is expected that vendors or suppliers of professional services to the Authority will be governed by the Code of Ethics to which their particular profession prescribes.

Any vendor or supplier found in violation of Authority policy shall be barred from future business dealings with the Authority. The Authority reserves the right to have vendors and suppliers sign a statement of compliance with the standards of conduct of the Authority.

#### **1.0 TITLE**

This shall be called the "Housing Authority of Richmond Code of Ethics and Standards of Conduct."

#### **2.0 APPLICABILITY**

The provisions contained herein shall apply to all employees and the Board of Commissioners of the Housing Authority of Richmond. With respect to contracted professional services of the Authority (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

#### **3.0 PURPOSE**

This Code of Ethics establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, and also recognizing in general the integrity of Commissioners and employees, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Ethics is not intended, nor should it be construed as, an attempt to unreasonably intrude upon the individual employee's or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

#### **4.0 DEFINITIONS**

"Agent" shall mean any employee of the Authority (whether full or part time) acting in his or her official capacity as an agent of the Authority.

"Claim" shall mean any demand, written or oral, made upon the Authority to fulfill an obligation arising from law or equity.

"Commissioner" shall mean one of the persons serving on the Board of Commissioners of the Authority.

"Contract" shall mean any obligation to do something arising from an exchange of promises or consideration between persons, regardless of the particular form in which it is stated.

"Conventional" shall mean those housing programs operated by the Authority, which are broadly considered part of the "conventional public housing program." This shall include but not be limited to, such programs as public housing, the Capital Fund, HOPEVI, and the Public Housing Drug Elimination Program (PHDEP).

"Employee" shall mean any person appointed or hired, whether full or part time, seasonal, temporary, paid or unpaid, on a fixed or unfixed term, provisional or permanent.

"Enrollee" shall broadly mean any applicant, resident, or program participant in any program operated by the Authority. Specifically, an "enrollee" shall be a person who expects to receive, or is receiving, some form of assistance from the Authority.

"Family" shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister, or a person living in a stable family relationship.

"Interest" shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, or action or omission to decide or act, on the part of the Authority, its Board, or employees.

"Leasing program" shall mean those programs operated by the Housing Authority of Richmond that are broadly included within the Section 8 Program or the tenant-based program, whether it be for certificates or vouchers. Unless otherwise noted, the provisions contained herein shall apply equally to both the "Leasing" and the "Conventional" programs of the Authority.

"Person" shall mean any individual, corporation, partnership, business entity, association, organization, and may include an Authority employee.

"Public Information" shall mean information obtainable pursuant to the Freedom of Information Act and Authority guidelines adopted pursuant thereto.

## 5.0 ETHICAL STANDARDS FOR EMPLOYEES

No employee of the Housing Authority of Richmond shall have any employment, or engage in any business or commercial transaction, or engage in any professional activity, or incur any obligation in which directly or indirectly he or she would have an interest that would impair his or her independence of judgement or action in the performance of his or her official duties or that would be in conflict with the performance of his or her official duties.

No employee shall have or enter into any contract with any person who has or enters into a contract with the Authority unless:

- A. The contract between the person and the Authority is awarded pursuant to competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and the Housing Authority of Richmond Procurement Policy; or
- B. The contract between the person and the Authority is one in which the Authority employee has no interest, has no duties or responsibilities, or if the contract with the person is one which the Authority employee entered into prior to becoming an employee.

There shall be no preferential treatment given by an employee of the Authority acting in performance of his or her official duties to any person, agency or organization.

No Authority employee shall use or permit the use of Authority-owned vehicles, equipment, materials or property for the convenience or profit of himself, herself, or any other person. However this provision shall not apply in the case of usage for "diminutive" purposes, i.e., purposes which in and of themselves should not be construed as abuse of Authority property.

No Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

No authority employee acting individually can bind the housing authority by and action or verbal representation.

No Authority employee shall disclose without proper authorization non-public information or records concerning any aspects of the operation of the Authority, nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person. This shall include records maintained on enrollees of

the Authority, for whom a properly executed release of information form shall be obtained and kept in the client file. The release of any information relative to enrollees of the Authority shall be done pursuant to government regulations allowing the release of information among government agencies or agencies receiving government subsidy, shall be done following prescribed methods of requesting and transmitting such information, and shall be done with full knowledge of the enrollee except in those cases where through action of law the enrollee's knowledge is not required.

No Authority employee currently employed shall represent any person, other than himself, in business negotiations, judicial or administrative actions or procedures, to which the Authority may be a party. y

No former employee of the Authority shall personally represent any person in a matter in which the former employee personally participated while employed by the Authority for one year, if such representation would be adverse to the interests of the Authority. This provision shall not, however, bar the timely filing by a current or former employee, of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No member of the family of any Authority employee shall be appointed or hired to serve under the direct supervision or authority of that employee, and in no event shall any Authority employee participate in the decision-making regarding employment or contract for services of any family member.

No Authority employee shall have an interest in a contract between any person and the Authority, except that this provision shall not apply if the contract was entered into prior to the employee's hire by the Authority; the employee discloses his or her interest in the contract prior to employment; and after employment, the employee has no power to authorize or approve payment under the contract, monitor performance or compliance under the contract, or audit bills or claims under the contract and the compensation of the employee will not be affected by the contract.

No Authority employee shall have any employment, engage in any business or commercial transaction, or engage in any professional activity in which, directly or indirectly, he or she would have an interest that would impair his or her independence of judgement or action in the performance of his or her duties with the Authority or that would be in conflict with his or her duties at the Authority.

No employee of the Authority shall discuss, vote upon, decide or take part in (formally or informally) any matter before the Authority in which he or she has an interest. Exception shall be made in the case of an employee whose interest in the matter is minimal (e.g. an employee helping decide on a new telephone system

owns 100 shares of AT&T stock), provided the employee shall fully and specifically describe his or her interest, in writing, and the underlying basis of it, whether it be ownership, investment, contract, claim, employment or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to whether the interest is minimal, the matter shall be referred to the Ethics Review Committee for a binding decision on the question.

Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be considered null and void by the Authority. Such a matter may be referred to the Ethics Review Committee to render judgment and assess any penalties if necessary.

If the Ethics Review Committee renders judgment that a matter was performed; a contract entered into; or any matter was conducted, decided or acted upon in a manner prohibited by the Code of Ethics; it may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

No person employed by the Authority shall be permitted to participate as a lessor or lessor's agent in the leasing programs. Similarly, no member of the Board of Commissioners in his or her individual capacity shall be a lessor or lessor's agent. These prohibitions, however, shall not apply where the employee or Commissioner is a principal in a not-for-profit or charitable, educational, or humanitarian agency or organization that may own or manage housing for rental purposes.

## **6.0 ETHICAL STANDARDS FOR COMMISSIONERS**

The Board of Commissioners of the Housing Authority of Richmond is the architect of policy governing the operations of the Authority and retains legal and fiscal responsibility for the Authority. Recognizing that the commissioners are chosen from a broad range of fields and professions and community interests renders difficult the circumscription of external interests and activities of the Commissioners. It is the intent that, insofar as is possible, the members of the Board of Commissioners are generally enjoined to follow the standards of conduct which are outlined in the Code of Ethics for employees. Further, it is expected that a Commissioner will voluntarily and fully outline his or her personal interests and potential conflicts of interest prior to assuming their seat on the board. Such a statement should be submitted to the Board Chairman within ninety (90) days of the Commissioner's appointment. For Commissioners currently serving, such an updated statement shall be developed within ninety (90) days of their re-appointment for a new term. Such statements shall disclose the following:

- A. The names of any business, organizational, or professional involvements that might reasonably be inferred as having business with the Authority and for which at some point a Commissioner might be expected to vote, legislate, or rule on a matter involving said party.
- B. Any current or past contact in, or interest in, activities or programs of the Authority, including, but not limited to, any contracts previously bid and let, familial relationships with any staff or other board members, or any consultative or professional contracts.
  - 1. No Commissioner shall vote, decide on, or discuss any matter before the Board if that Commissioner has an interest in the matter, except that:
    - a. A Commissioner having interest through a voluntary association with the person or organization may be allowed to discuss the matter.
    - b. If the matter concerns a person or organization with which the Commissioner had former contact, and that former contact existed either prior to his or her selection, or occurred at least two years prior to the current discussion of the matter, the Commissioner may freely act.
  - 2. No Commissioner may use his or her position on the Board to intimidate, coerce, persuade or otherwise influence any of the activities or employees of the Authority.

## **7.0 ETHICS REVIEW COMMITTEE**

There shall be established an Ethics Review Committee of the Housing Authority of Richmond.

The purpose of the Committee shall be to review and render decisions on any matters involving ethical conduct, or breach of ethical conduct, by employees, vendors, or commissioners.

The Committee is empowered by the Board of Commissioners to:

- A. Call witnesses and receive depositions in the performance of its duties.
- B. Call for provision of appropriate records, files or tapes relative to the performance of its duties.

- C. Review any records maintained by the Authority, except those records that are considered confidential or personal. However, confidential records may be examined upon execution of a proper release by the subject person.

In performing its duties, the Committee may:

- A. Issue rules and regulations consistent with and to clarify the Code of Ethics.
- B. Review any questions concerning alleged or suspected infractions of the Code of Ethics and make recommendations to the Board of Commissioners or Executive Director for further or final actions.
- C. Require financial disclosure or disclosure of any other pertinent information by employees, vendors, or commissioners.
- D. Oversee compliance by the Authority with the Code of Ethics and any other applicable regulations involving ethics.

The Committee shall be composed of three (3) members and one (1) alternate: Board of Commissioners (1), employees (1), and a neutral third party (1). The alternate member of the panel shall be a party versed in legal/ethical issues, e.g., an attorney not currently serving as counsel to the Authority or an academic authority on ethical issues.

The members of the Committee shall be appointed in the following manner:

- A. The representative of the Board of Commissioners and the neutral third party shall be selected by vote of the Board of Commissioners.
- B. The employee representative and alternates shall be selected by the Executive Director.

Each member of the Committee will serve a three (3) year term. The terms may be renewed once. In no case will a person serve more than two (2) consecutive three (3) year terms.

There shall be a chair of the Committee, elected by the members of the Committee. The chair shall serve for one (1) year and may not serve more than two (2) consecutive terms. The Executive Director of the Authority shall serve as a non-voting Secretary of the Committee.

Voting by the Committee shall be by simple majority, with the Chair voting as any other member.

The alternate member of the Committee may attend all meetings of the Committee. In case of a conflict of interest by a committee member, the alternate member will assume the role as a voting member of the Committee. The alternate may at any and all times voice opinions regarding the deliberations of the Committee.

The Committee shall, upon receiving a written request from either the Board of Commissioners or any individual associated with the Authority, respond in writing within sixty (60) days after receipt of the request, unless the Committee determines that additional time is required. If additional time is required, it shall inform the requestor of the approximate time it will be able to render a response.

The Committee shall make reports and recommendations for action to the Board of Commissioners. If the Board finds a recommended action is properly within the purview of the Executive Director or his or her designee, it shall delegate the matter without further Board action.

The legal counsel of the Authority may be involved in the deliberations of the Committee, but he/she has no vote and cannot serve as the alternate committee member.

## **8.0 STARTUP PROCEDURES**

Within ninety (90) days of the adoption of this policy, the members of the Ethics Review Committee shall be appointed.

The Board of Commissioner representative and the alternate shall initially serve three (3) year terms. The employee representative shall initially serve a two (2) year term. The neutral third party shall initially serve a one (1) year term. This way at least one appointment will expire each year and yet continuity can be maintained.

Within ninety (90) days of the adoption of this policy, the current Commissioners shall file the required disclosure with the Board Chairman.

## FACILITIES USE POLICY

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The Housing Authority of Richmond has two community facilities. They are located in the following developments:

**Robinson Terrace – 15 Building**  
**Smith Village – Office building**

These facilities exist primarily for the benefit of the residents but shall be available to responsible non-resident sponsored community groups with the written permission of the Executive Director.

All recognized and responsible organizations will be granted equal opportunity and fair and equal treatment with respect to granting requests for meeting space.

The Executive Director, or designee, shall be responsible for scheduling groups into the spaces. Groups may be regularly scheduled for specific time and space on a continuing basis with the written permission of the Executive Director. This permission shall be subject to revocation by the Housing Authority at any time. Priorities for scheduling groups into Housing Authority space shall be as follows:

- A. Activities or meetings hosted by the Housing Authority.
- B. Activities or meetings hosted by a recognized resident group.
- C. Activities or meetings hosted by others for the exclusive benefit of residents.
- D. Activities or meetings hosted by community groups for the benefit of both residents and non-residents.
- E. Activities or meetings hosted by community groups for the primary benefit of non-residents.

Responsible community agencies conducting education, health, welfare, and recreation programs to meet the needs of the Authority's residents may do so without charge for the facility space. Facilities within these spaces may be used occasionally without charge by other groups for non-income-producing purposes, such as meetings of veterans organizations, civic groups, if there is no interference with the use of the building by Housing Authority or resident sponsored activities.

The space may also be used by public agencies or recognized welfare or benevolent organizations for income-producing purposes such as benefits, bazaars, exhibits or suppers, provided the following special conditions are met:

- A. A charge to cover the cost of utilities and janitorial expenses is paid. Cost for rental is \$25.00 and non-refundable.
- B. The group must strictly adhere to Federal, State, and local regulations regarding permits for, and taxes on, such enterprises.
- C. Proof of liability insurance in an adequate amount as prescribed by the authority is provided.
- D. Any profits should be used to promote the residents as a whole or some recognized welfare or benevolent purpose.

Although janitorial services will be provided by the Housing Authority of Richmond, all groups using the facilities are required to restore the space to the condition they found it before the event. This will require cleaning all litter and excessive dirt to the extent that is practical. The group will agree to be responsible for any damages occurring during their event. Based upon past actions, the Authority may charge a security deposit prior to a group using the facilities. Continued violation of this condition may be grounds to deny future use of the facility.

No one using the facilities of the Housing Authority shall allow the use or sale of alcoholic beverages, drugs, or other controlled substances on the premises.

In order to be sure that all agencies or groups using the Authority's facilities are aware of this policy and agree to comply with it, they shall be required to sign a copy of this policy certifying their agreement to comply with it. A copy of the signed policy shall be kept on file in the Housing Authority's Office.

The Housing Authority also owns a considerable amount of property where buildings have not been constructed. Residents and their guests shall be entitled to ordinary and reasonable use of all outside areas (including recreational facilities, playgrounds, basketball courts, etc.) in accordance with the Lease and the Admissions and Continued Occupancy Policy. However, no resident, guest, or third party is authorized to any other use of any outside area on any Housing Authority of Richmond property except in connection with official Housing Authority of Richmond sponsored activities.

The Housing Authority of Richmond is concerned that the outside areas of its properties not be used in such a way as to force residents into becoming "captive audiences" for activities and events which are not sponsored by the Housing Authority of Richmond and are not deemed by the Housing Authority of Richmond to be within the express or implied purpose of the Authority. It is specifically the intent of the Authority that the outside areas on its properties not be considered as a designated public forum or even a limited or nonpublic forum so as to require the Housing Authority of Richmond to allow third parties to utilize or have access to such areas for activities and events that are not officially sponsored by the Authority.

## FUNDSTRANSFERPOLICY

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The Housing Authority of Richmond hereby designates the positions that have the authority to transfer funds on its behalf. The purpose of this policy is to update instructions to depositories on who may transfer funds.

- A. People occupying the following positions are the only ones authorized to transfer funds from one Housing Authority of Richmond bank account to another and/or to wire transfer funds relating to Authority investments and cash management:
  - 1. Executive Director
  - 2. Director of Finance
- B. The positions authorized to transfer funds shall be individually bonded in the amount of **\$100,000.00** and plus there shall be a blanket bond of \$ **100,000.00**.
- C. A copy of this policy shall be forwarded to all designated depositories of the Authority.
- D. This policy rescinds all previous transfer of funds policies and shall become effective upon its adoption.

## **HAZARDOUS MATERIALS POLICY**

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### **1.0 PURPOSE**

The purpose of this policy is to inform the employees of the Housing Authority of Richmond about possible hazards connected with materials in their workplace and about proper handling of materials used in Authority operations.

### **2.0 SCOPE**

This implementation of this policy will ensure that Authority employees are aware of any potential hazards connected with any materials to which they may be exposed in the course of their work. In order to accomplish this, the Authority will ensure that:

- A. A current list of all hazardous chemicals or materials being used by the Authority is maintained at each worksite;
- B. All containers of hazardous materials stored and used at the Authority are appropriately labeled;
- C. All Authority employees are trained to recognize and interpret labels, warnings, and signs that are attached to containers; and
- D. All Authority employees are trained to understand the content of the material safety data sheets (MSDS) provided for each hazardous substance and recognize possible risks to health and the potential for physical harm.

### **3.0 LISTING OF HAZARDOUS CHEMICALS**

The Housing Authority of Richmond will maintain a list of all hazardous chemicals used on \_\_\_\_\_ -site.

The Contracting Officer will insure that material safety data sheets are requested and obtained from the supplier of any new product ordered by the Housing Authority of Richmond. The Contracting Officer will maintain a master listing of all hazardous materials and MSDS for all materials.

### **4.0 LABELS**

Material received at the Housing Authority of Richmond must have intact, legible \_\_\_\_\_ labels. These labels must include the following:

- A. The name of the hazardous substance(s) in the container;
- B. A hazard warning; and
- C. The name and address of the manufacturer or other responsible party.

**5.0 TRAINING**

A Safety Officer will be appointed by the Executive Director and the Safety Officer will insure that all employees at sites where hazardous materials are kept or used receive training on hazardous material handling.

The training program will include the following:

- A. The location and availability of the MSDS and files.
- B. Methods and procedures that the employee may use to detect the presence or accidental release or spill of hazardous materials in the work area, including proper cleanup.
- C. Precautions and measures employees can take to protect themselves from the hazardous materials.

Annual training will be conducted for all employees at the Authority who deal with hazardous materials.

Each new or newly transferred at -risk employee will be trained in the handling of hazardous material on the first working day at the new worksite.

Training must be conducted for all employees when any new chemical or hazardous material enters the worksite. This training must occur before the chemical or hazardous material is used by any employee.

After each training session, the trainer will certify a roster of all participants. Included with the roster will be a list of all hazardous materials included in the training.

**6.0 HEALTH, SAFETY AND EMERGENCY PROCEDURES**

The following information will be available in the procurement office for local health and jurisdictional authorities, if requested or required:

- A. A list of all hazardous materials used on authority sites.

- B. The location of stored hazardous materials of 55 gallons (500 pounds) or more, and special procedures for spill control and/or clean-up for specific hazardous substances if necessary.
- C. Unusual health and environmental hazards (both air and water) that may result from the release of specific quantities of hazardous substances.

## **INVESTMENT POLICY**

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The objective of this Investment Policy is to maximize the return on all Housing Authority of Richmond reserves by investing the maximum amount of money in prudent investment vehicles.

The Executive Director is hereby designated the administrator of the Housing Authority of Richmond's funds and will be responsible for their timely and appropriate investment.

An investment register shall be maintained to record the purchase and sale of investment securities. A separate record shall be maintained for each fund account. At a minimum, the record shall contain the following:

- A. A completed description of the securities purchased
- B. The date of purchase
- C. The purchase price
- D. The interest rate
- E. The amount of periodic increment of value of US Savings Bonds, if applicable
- F. The date of sale
- G. Source of funds invested

Interest earned shall be credited when actually received or credited to the account.

On an annual basis, as part of the budget preparation process, the Housing Authority of Richmond shall develop an investment strategy for all agency funds that are not needed immediately. This strategy shall be presented to the Board of Commissioners for their approval along with the budget.

In addition, the Housing Authority of Richmond shall make periodic reviews to determine anticipated revenues (rents, non-dwelling income, requisitions of funds, grants, and other income) and anticipated expenditures to determine the amount of investment(s) to be made, if any. The investment process will be accomplished through financial representatives at designated financial institutions.

All federal funds of the Housing Authority of Richmond will be invested solely in securities of the type approved by the U.S. Department of Housing and Urban Development. Currently, these investments may include:

- A. U.S. Treasury Bills
- B. U.S. Treasury Notes and Bonds
- C. Obligations of Federal Government Agencies
- D. Securities of Government Sponsored Agencies
- E. Insured Money Market Deposit Accounts
- F. Municipal Depository Fund
- G. SuperNOW Accounts
- H. Certificates of Deposit
- I. Repurchase Agreements
- J. Sweep Accounts
- K. Separate Trading of Registered Interest and Principal of Securities (STRIPS)
- L. Mutual Funds that meet the HUD criteria

All investments shall be adequately collateralized. If the Authority's funds in a bank exceed the federal insurance limits, there shall be adequate collateral of the type the Authority can invest in placed in a set aside in an amount equal to the total of the deposits exceeding the insurable limits.

*Note: This policy does not apply to the housing authority's retirement plan funds that are required to be covered by the retirement plan.*

## MAINTENANCE POLICY

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The Maintenance Division of the Housing Authority of Richmond is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of Authority properties and providing the best service to Authority residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system

### 1.0 COMPONENTS OF A MAINTENANCE SYSTEM

The Housing Authority of Richmond maintenance system shall include certain components:

- A. A system of priorities for work requests;
- B. Comprehensive working procedures;
- C. Performance goals;
- D. A work order system;
- E. A skill training program; and
- F. A long-range planning system.

By developing a maintenance system that has these components in place, the authority will have the tools it needs to control the performance of maintenance work at the Housing Authority of Richmond.

### 1.1 PRIORITY SYSTEM

The work priorities adopted by the Housing Authority of Richmond exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the Housing Authority of Richmond are the following:

- A. Emergencies
- B. Scheduled Operations and Services
- C. Vacancy Preparation

D. Resident On -Demand Requests

Placing planned maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing so the Authority will decrease on -demand work and maintain the property in a manner that will keep and attract good tenants.

## **1.2 DEVELOPMENT PROCEDURES**

The Director of Maintenance will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

- A. A statement of purpose;
- B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;
- C. Any forms needed to carry out the activities ;and
- D. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated at least annually.

## **1.3 DEVELOPMENT PERFORMANCE STANDARDS AND GOALS**

The Director of Maintenance will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Housing Authority will take into consideration certain factors:

- A. Local housing codes;
- B. HUD Housing Quality Standards;
- C. Public Housing Assessment System (PHAS) standards;
- D. Housing Authority of Richmond Collective bargaining agreements; and

E. Housing Authority of Richmond job descriptions.

Nothing in the documents listed above will prevent the Housing Authority from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

#### **1.4 WORK ORDER SYSTEM**

The Housing Authority of Richmond shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, days to complete, and hours to perform. This information is required for the Authority to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (planned, inspection, resident, etc.)
- C. Priority assigned
- D. Location of work
- E. Date and time received
- F. Date and time assigned
- G. Worker(s) assigned
- H. Description of work requested (with task number)
- I. Description of work performed (with task number)
- J. Estimated and actual time to complete
- K. Materials used to complete work
- L. Resident charge

M. Resident signature

## 1.5 TRAINING

In order to allow its staff members to perform to the best of their abilities, the Housing Authority of Richmond recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. Each employee must participate in at least 32 hours of training annually.

The Director of Maintenance is responsible for developing a training curriculum for the departmental staff and working with personnel department staff to identify the means of delivering the training.

## 1.6 LONG-RANGE PLANNING

The Housing Authority of Richmond will put in place a long-range maintenance planning capability in order to ensure the most cost-effective use of Authority resources and the maximum useful life of Authority properties.

The Director of Maintenance will develop a property-specific long-range planning process that includes the following components:

- A. A property maintenance standard;
- B. An estimate of the work required to bring the property to the maintenance standard;
- C. An estimate of the work required to keep the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turn-around, inspection requirements and resident on-demand work;
- D. An estimate of the on-going cost of operating the property at the maintenance standard;
- E. A market analysis of the property to determine if there are any capital improvements needed to make the property more competitive;
- F. A cost estimate to provide the specified capital improvements; and
- H. A revised work plan and cost estimate of maintaining property at the improved standard.

By developing a work plan, the Authority will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.

## **2.0 MAINTAINING THE PROPERTY**

All maintenance work performed at Housing Authority properties can be categorized by the source of the work. Each piece of work originates from a particular source -- an emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a resident request.

## **2.1 RESPONDING TO EMERGENCIES**

Emergencies are the highest priority source of work. The Housing Authority of Richmond will consider a work item to be an emergency if the following occur:

- A. The situation constitutes a serious threat to the life, safety or health of residents or staff;  
or
- B. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision.

For emergencies that occur after regular working hours, the Housing Authority of Richmond shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each day as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to Authority materials and supplies. The designated employee shall prepare a work order and report on any emergency within twenty-four hours after abatement of the emergency.

## **2.2 PREPARE VACANT UNITS FOR REOCCUPANCY**

It is the policy of the Housing Authority of Richmond to reoccupy vacant units as soon as possible. This policy allows the Authority to maximize the income produced by its properties and operate attractive and safe properties.

The Director of Maintenance is responsible for developing and implementing a system that ensures an average turn-around time of seven (7) calendar days. In order to do so, he or she must have a system that can perform the following tasks:

- A. Forecast unit preparation needs based on prior years' experience;
- B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- C. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The Director of Maintenance has the ability to create special teams for vacancy turnaround or to hire contractors when that is required to maintain Authority goals.

### **2.3 PREVENTIVE MAINTENANCE PROGRAM**

Preventive maintenance is part of the planned or scheduled maintenance program of the Housing Authority of Richmond. The purpose of the scheduled maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include heating and air conditioning, electrical, life safety and plumbing.

#### **A. General Operating Systems**

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority for the Housing Authority of Richmond.

The systems covered by the preventive maintenance program include but are not limited to:

- 1. Catchbasins
- 2. Compactors
- 1. Condensate pumps

4. Electric transformer and emergency generators
5. Elevator equipment
6. Emergency lighting
7. Exhaust fans
8. Exterior lights
9. Fire extinguishers and other life safety systems
10. Heating plants
11. Mechanical equipment and vehicles
12. Sanitary drains
13. Air conditioning equipment
14. Domestic water

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will be listed as well so that they will be on hand when needed. As an assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

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#### B. Roof Repairs/Replacement

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage, clear gutters and prompt discovery of any deficiencies.

The Director of Maintenance is responsible for the development of a roof maintenance plan that includes these features:

1. The type, area, and age of roof

2. Warranties and/or guarantees in effect
3. Company that installed the roof
4. Expected useful life of roof
5. History of maintenance and repair
6. Inspection schedule

The authority maintenance staff will usually undertake only minor roof repairs. Therefore there should be a list of approved roofing contractors to take on more serious problems for roofs no longer under warranty.

C. Vehicle/Equipment Maintenance

The Housing Authority of Richmond will protect the investment it has made in vehicles and other motorized equipment by putting in place a comprehensive maintenance program. The vehicles and equipment to be covered include:

1. Cars, trucks and vans
2. Tractors
3. Bobcats
4. Snowblowers
5. Leafblowers
6. Weedcutters
7. Lawn Mowers
8. Chainsaws

The Director of Maintenance is responsible for the development of this plan which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Director of Maintenance shall also maintain a system to ensure that

any employee that operates a vehicle or piece of motorized equipment has the required license or certification.

D. Lead-Based Paint

The Housing Authority of Richmond is committed to controlling lead-based paint hazards in all its dwellings, especially family dwellings constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The Director of Maintenance shall have the authority and responsibility to direct all activities associated with lead hazard control. The control plan will include such activities as:

1. Detecting the possible presence of lead paint;
2. Protection of residents and workers from lead-based paint hazards;
3. Surface protection of non-painted surfaces;
4. Equipment use and care;
5. Paint quality; and
6. Method of application.

Other responsibilities include directing training sessions, issuing special work orders, informing residents, responding to cases of children with elevated blood lead levels, correcting lead-based paint hazards on an emergency repair basis, and any other efforts that may be appropriate.

The Housing Authority of Richmond's plan to control such hazards is detailed in a risk assessment report and lead hazard control plan.

E. Life Safety Systems

The Housing Authority of Richmond shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Director of Maintenance shall be responsible for the development and implementation of a schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan includes the following:

1. Fire alarms and fire alarm systems

2. Fire extinguishers
3. Fire hoses
4. Emergency generators
5. Emergency lighting
6. Smoke detectors
7. Sprinkler systems

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.

## 2.4 INSPECTION PROGRAM

The Housing Authority of Richmond's goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all areas of the Authority's facilities -- the dwelling units, the grounds and building exteriors, and major services systems.

### A. Dwelling Unit Inspections

The unit inspection system of the Housing Authority of Richmond has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and
2. To assure that the staff of the Housing Authority of Richmond knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual HUD required inspection. The Director of Maintenance is responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the Resident shall be given at least two (2) days written notice of the inspection.

The maintenance staff shall perform the unit inspection program of the Housing Authority of Richmond. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on the Housing Authority of Richmond inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection. The maintenance staff shall endeavor to complete all inspection-generated work items within 30 days of the inspection.

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompanying a contractor, he or she shall record on an inspection form any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of discovery.

**B. Building and Grounds Inspections**

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

1. Hallways
2. Stairwells
3. Community room and other common spaces such as kitchen or public restrooms
4. Laundry facilities
5. Lobbies
6. Common entries
7. Basements
8. Grounds

9. Porches or patios
10. Parking lots
11. Sidewalks and fences
12. Lawns, shrubs and trees
13. Trash compactors or collection areas
14. Building foundations

An inspection form will be developed for common areas and building exteriors and grounds. The staff member responsible for the inspection shall note all deficiencies on the form and ensure that these deficiencies are recorded on work order within twenty-four hours of the inspection. The Housing Authority of Richmond will complete all inspection-generated work items within thirty (30) days of the inspection.

Nothing in this policy shall prevent any Housing Authority of Richmond staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the site manager of the appropriate property.

C. Systems Inspections

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule. Any work items identified during an inspection shall be converted to a work order within twenty-four hours and completed within thirty (30) days.

## 2.5 SCHEDULED ROUTINE MAINTENANCE

The Housing Authority of Richmond includes in this work category all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

A. Pest Control/Extermination

The Housing Authority of Richmond will make all efforts to provide a

healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Director of Maintenance will determine the most cost-effective way of delivering the treatments -- whether by contractor or licensed Authority personnel.

The extermination plan will begin with an analysis of the current condition at each property. The Director of Maintenance shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention shall be paid to cockroaches. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week and a gain twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bilingual to properly notify the resident population.

#### B. Landscaping and Grounds

The Housing Authority of Richmond will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability.

Routine grounds maintenance includes numerous activities:

1. Litter control
2. Lawn care
3. Maintenance of driveways, sidewalks and parking lots
4. Care of flower and shrubbery beds and trees
5. Maintenance of playgrounds, benches and fences
6. Snow removal (when required by climate)

The Director of Maintenance shall be responsible for the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;
2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed;
3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement; and
4. A separate snow removal plan including a schedule for preparing equipment for the season and the procurement of other necessary materials and supplies.

C. Building Exteriors and Interior Common Areas

The appearance of the outside of Authority buildings as well as their interior common areas is important to their marketability. Therefore, the Housing Authority of Richmond has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Lobbies
2. Hallways and stairwells
3. Elevators
4. Public restrooms
5. Lighting fixtures
6. Common rooms and community spaces
7. Exterior porches and railings
8. Building walls
9. Windows

The Director of Maintenance is responsible for the development of a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

1. A clearly articulated standard of appearance for the building
2. A list of tasks required to maintain that standard
3. The frequency with which the tasks must be performed
4. A list of materials, equipment and supplies required to perform the tasks.

D. Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, the Housing Authority of Richmond will develop a plan to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation
2. Protection of non-painted surfaces
3. Color and finish
4. Paint quality
5. Methods of application approved
6. Lead paint testing and abatement if required

The plan will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will be included including the conditions under which a resident will be allowed to paint his or her own unit.

## **2.6 RESIDENT ON-DEMAND SERVICE**

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of the Housing Authority of Richmond to complete these work requests within seven (7) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, the Housing Authority of Richmond believes it can achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

## **3.0 CONTRACTING FOR SERVICES**

The Housing Authority of Richmond will contract for maintenance services when it is in the best interests of the Authority to do so. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the employees of the Authority have the skills to do the work required, but there is more work than there is time available to complete it, the Housing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the Authority will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the Housing Authority of Richmond Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Director of Maintenance will work with the Procurement Department to facilitate the contract award. The Director will be responsible for the contribution of the Maintenance Department to this process. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

## NATURAL DISASTER RESONSE GUIDELINES

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The Housing Authority area, as all areas, is subject to natural disasters. The disaster most likely to affect the Housing Authority is a tornado or earthquake. Because significant warning that a disaster of this type will strike can seldom be given, this policy focuses primarily on how the Authority shall react to such a disaster. While the preparations we can make for a disaster are limited, the Authority will take all reasonable steps to enable it to act promptly and effectively in an emergency.

### 1.0 Preparation

The following steps will be taken to prepare for a natural disaster:

- A. The Executive Director shall serve as the coordinator of the Housing Authority's disaster response efforts. As such, the Executive Director shall serve as the liaison to any community-wide disaster planning efforts.
- B. A list of potential community shelters shall be compiled and retained by the Authority for use in the case of a disaster.
- C. By adopting this Policy, the Board of Commissioners hereby temporarily waives the Petty Cash limit and approves a temporary increase to \$2500.00 for the duration of any emergency caused by a disaster.
- D. By adopting this Policy, the Board of Commissioners recognizes that extraordinary efforts will be needed if a natural disaster strikes the Authority. Therefore, employees will be encouraged to potentially operate outside their job descriptions in any way required to assist in the recovery effort.
- E. The site manager in charge of each development shall prepare an emergency plan for their site and have it approved by the Executive Director within sixty (60) days of the adoption of this policy. These plans shall be reviewed annually by the Executive Director for completeness and timeliness. Each plan shall include the following:
  1. A method of verifying the well-being of the residents after the disaster;
  2. A method of checking the physical condition of the property for visible damage;
  3. The designation of a post-disaster assembly area for the residents to go after the disaster; and

4. A plan for informing the residents what they should do in the aftermath of the disaster.

F. These site plans will be included as part of an overall authority emergency plan which will be developed under the direction of the Executive Director. The agency plan will include coordination with local emergency management agencies as well as local response agencies such as the police and fire departments.

## 2.0 Reaction

The following steps will be taken in order to react to a natural disaster:

- A. If a disaster occurs during working hours, all employees except those at a damaged site shall immediately report to the Housing Authority Central Office for assignment. If the Central Office is damaged beyond usage, they shall report to the nearest damaged site to assist in the recovery effort.
- B. Outside of normal working hours, employees shall immediately report to the Central Office and inspect Authority properties between their home and the Central Office. Employees will perform items E through G prior to reporting to the Central Office. Employees are expected to ensure the safety of their own families prior to reporting to work.
- C. If electrical power is lost to the Central Office, a generator shall be immediately started to enable usage of the facilities.
- D. Individual employees will be directed from Central Office to the developmentsto assess for habitability with particular attention being paid to structural integrity.
- E. Structures will be searched for trapped survivors. Survivors shall be freed if possible without endangering the lives of others. Employees will not immediately enter structurally damaged buildings, but will summon local emergency crews to enter and rescue any trapped residents.
- F. Gas, electricity and water shall be disconnected from any building with severe structural damage.
- G. Lists of non-habitable buildings or units and trapped survivors shall be delivered to Central Office as soon as practicable.
- H. Work assignments will be made based upon reports received regarding damage sustained.

- I. The Executive Director will brief the Mayor as soon as practical after the disaster.
- J. As soon as practical, the Executive Director as Secretary of the Board, with the consent of the Chairperson, will call a Special Emergency Board Meeting on the situation and apprise the Board of emergency decisions made arising from the disaster and recovery activities.

## PEST CONTROL POLICY

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The Housing Authority of Richmond recognizes the importance of pest and vermin control in providing a living environment of adequate health and safety for its residents. To achieve this control the authority has adopted a pest control policy that will be implemented by the Director of Maintenance.

### PEST CONTROL AND EXTERMINATION

The Housing Authority of Richmond will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Director of Maintenance will determine the most cost-effective way of delivering the treatments -- whether by contractor or licensed Authority personnel.

The extermination plan will begin with an analysis of the current condition at each property. The Director of Maintenance shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention shall be paid to cockroaches. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week and again twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

## **PROCUREMENT POLICY**

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This Procurement Policy complies with HUD's Annual Contributions Contract (ACC), HUD Handbook 7460.8, "Procurement Handbook for Public Housing Agencies," and the procurement standards of 24CFR 85.36.

### **1.0 GENERAL PROVISIONS**

#### **1.1 PURPOSE**

The purpose of this Procurement Policy is to provide a procurement system of quality and integrity; to assure that the Authority procures supplies, service and construction effectively, efficiently and at the most favorable prices; and to assure that Authority purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws. To the extent possible and in the best interests of the Authority, American-made equipment and products shall be purchased with HUD funds.

#### **1.2 APPLICATION**

This Procurement Policy applies to all contracts for the procurement of supplies, services, and construction entered into by the Authority after the effective date of this Policy. It shall apply to every expenditure of Federal funds by the Authority for public purchasing, irrespective of the source of funds, including contracts that do not involve an obligation of funds (such as concession contracts). Nothing in this Policy, however, shall prevent the Authority from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The term "procurement," as used in this Policy includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

#### **1.3 PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Procurement information shall be a matter of public record to the extent provided by State law and shall be available to the public as provided by that law.

#### **1.4 EXECUTIVE DIRECTOR'S RESPONSIBILITIES**

The Contracting Officers shall administer all procurement transactions. The Contracting Officer shall be the Executive Director or any other individual so designated by the Executive Director. Any delegations of contracting authority must be documented in writing. The Contracting Officers shall ensure that the following occur:

- A. Procurement requirements are subject to a planning process to assure efficient and economical purchasing;
- B. Contracts and modifications are in writing and clearly specify the desired supplies, services, or construction; are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price; and that contracts and modifications are awarded only by Authority employees designated in writing as having such authority;
- C. For procurements other than small purchases, public notice is given of each upcoming procurement, an adequate time period is provided for preparation and submission of bids or proposals, and notice of contract awards is made available to the public;
- D. Solicitation procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36, or State and local laws that are more stringent, provided they are consistent with 24 CFR 85.36;
- E. An independent cost estimate is prepared before solicitation is issued and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
- F. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to the Authority, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within ten days (or other time period required by State or local law) after contract award;
- G. Work is inspected before payment, and payment is made promptly for contract work performed and accepted; and
- H. The Authority complies with applicable HUD review requirements and any local procedures supplementing this Statement.

## **1.5 CONTRACTOR RESPONSIBILITY**

Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. The Authority shall review each proposed

contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Housing Authorities), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible contractors.

## **1.6 QUALIFIED BIDDER 'SLISTS**

Interested businesses shall be given an opportunity to be included on a qualified bidder's lists. Any pre-qualified lists of persons, firms, or products, which are used in the procurement of supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

## **1.7 COMPETITIVE SPECIFICATIONS**

The Authority shall seek full and open competition in all of its procurement transactions. All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Authority's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

## **1.8 LIMITATIONS ON COMPETITION**

The following specification limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy the Authority's needs); and brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur.

(for example, having a consultant perform a study of the Authority's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

## **1.9 COOPERATIVE PURCHASING**

The Authority may enter into State and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Authority shall use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

## **2.0 PROCUREMENT METHODS**

### **2.1 SMALL PURCHASE PROCEDURES**

If it has been decided that the Housing Authority will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated contract value of the total requirement.

- A. General** - Any contract not exceeding \$10,000 may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section 5.0 of this Policy).
- B. Petty Cash Purchases** - Small purchases less than Five Hundred Dollars (\$500.00) which can be satisfied by local sources may be processed through the use of a petty cash account. The Contracting Officer shall ensure that the account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one month), security is maintained, and only authorized individuals have access to the account. The account shall be periodically reconciled and replenished by submission of a voucher to the Authority's Finance Director and periodically audited by the Finance Director or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.
- D. Small purchases of \$1,000 or less** - For small purchases below \$1,000 [or the dollar limit established in D below], only one quotation need be

solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, quotations shall be solicited from other than the previous source before placing a repeat order.

- D. Small purchases over \$1,000** - For small purchases in excess of \$1,000 [or a higher amount up to 10% of the dollar limit in A above] but not exceeding \$10,000 [or a lower dollar limit stated in A above] no less than three offerors shall be solicited to submit price quotations. These quotes may be obtained orally, by telephone, or in writing, as allowed by State or local laws. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record (unless otherwise provided in State or local law).

## 2.2 SEALED BIDDING

- A. Conditions for Use** - Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For modernization projects, sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional services contracts, sealed bidding should not be used.
- B. Solicitation and Receipt of Bids** - An invitation for bids shall be issued including specifications and all contractual terms and conditions applicable to the procurement, including a statement that an award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bids. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.

**C. Bid Opening and Award** - Bids shall be opened publicly, an abstract of bids shall be recorded, and the bids shall be available for public inspection. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise provided in State or local law and stated in the invitation for bids. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

**D. Mistakes in Bids -**

1. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
2. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted.
3. **Bonds** - In addition to the other requirements of this Policy, the following requirements apply:
  - a. For construction contracts exceeding \$100,000, other than those specified in 3b and 3c below, contractors shall be required to submit the following, unless otherwise required by State or local laws or regulations:
    - (1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
    - (2) a performance bond for 100% of the contract price; and
    - (3) a payment bond for 100% of the contract price.

- b. In the case of construction of conventional development projects funded pursuant to the U.S. Housing Act of 1937, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
- (1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
  - (2) one of the following:
    - (i) a performance and payment bond for 100% of the contract price; or
    - (ii) a 20% cash escrow; or
    - (iii) a 25% irrevocable letter of credit.
- c. In the case of construction under the Comprehensive Grant Program or the Capital Fund Program funded pursuant to the U.S. Housing Act of 1937, for any contract over \$10,000, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
- (1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
  - (2) one of the following:
    - (i) a performance and payment bond for 100% of the contract price; or
    - (ii) separate performance and payment bonds, each for 50% or more of the contract price; or
    - (iii) a 20% cash escrow; or
    - (iv) a 25% irrevocable letter of credit.

## 2.3 COMPETITIVE PROPOSALS

- A. Conditions for Use** - Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where the Authority determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited (normally, at least 3).
- B. Solicitation** - The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and subfactors, including the weight given to each technical factor and subfactor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.
- C. Negotiations** - Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.
- D. Award** - After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered are the most advantageous to the Authority.
- D. Architect/Engineer Services** - Architect/engineer services in the excess of the small purchase limitation (or less if required by State or local law) may be obtained by either the competitive proposals method or qualifications-based selection procedures, unless State law mandates a specific method. Sealed bidding, however, shall not be used to obtain

architect/engineer services. Under qualifications -based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications -based selection procedures shall not be used to purchase other types of services even though architect -engineer firms are potential sources.

## 2.4 NONCOMPETITIVE PROPOSALS

- A. **Conditions for Use** -Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:
1. The item is available only from a single source, based on a good faith review of available sources;
  2. An emergency exists that seriously threatens the public health, welfare, or safety; endangers property; or would otherwise cause serious injury to the Authority, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;
  3. HUD authorizes the use of noncompetitive proposals; or
  4. After solicitation of a number of sources, competition is determined inadequate.
- B. **Justification** -Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures.
- C. **Price Reasonableness** -The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in section 2.5 below.

## 2.5 COST AND PRICE ANALYSIS

- A. **General** - Some form of cost or price analysis shall be performed for all procurement actions, including contract modifications, using the procedures described in HUD Handbook 2210.18. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.
- B. **Submission of Cost or Pricing Information** - If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the Authority (e.g., when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:
1. A cost breakdown showing projected costs and profit;
  2. Commercial pricing and sales information, sufficient to enable the Authority to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
  3. Documentations showing that the offered price is set by law or regulation.
- C. **Cost Analysis** - Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted a cost analysis shall be performed of the individual cost elements, the Authority shall have a right to audit the contractor's books and records pertinent to such costs, and profits shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the Authority shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.
- D. **Price Analysis** - For competitive procurements in which cost or pricing information is not required of contractors, the Authority shall perform a comparison of prices received in relation to the independent cost estimate, to ensure that the price being paid is reasonable.

## **2.6 CANCELLATION OF SOLICITATIONS**

An invitation for bids, request for proposals, or other solicitation may be cancelled before offers are due if the Authority no longer requires the supplies, services or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

## **3.0 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION**

### **3.1 CONTRACT TYPES**

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Authority may be used, provided that the cost plus a percentage of cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise; the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, see HUD Handbook 2210.18); and the contractor is paid only allowable costs. A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

### **3.2 OPTIONS**

Options for additional quantities or performance periods may be included in contracts, provided that (i) the option is contained in the solicitation; (ii) the option is a unilateral right of the Authority; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

### **3.3 CONTRACT CLAUSES**

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24CFR 85.36(i), such as the following:

- A. Termination for convenience
- B. Termination for default
- C. Equal Employment Opportunity
- D. Anti-Kickback Act
- E. Davis-Bacon Act
- F. Contract Work Hours and Safety Standards Act
- G. Reporting requirements
- H. Patent rights
- I. Rights in data
- J. Examination of records by Comptroller General, and retention of records for three years after closeout
- K. Clean air and water
- L. Energy efficiency standards
- M. Bid protests and contract claims
- N. Value engineering
- O. Payment of funds to influence certain Federal transactions.

### **3.4 CONTRACT ADMINISTRATION**

A contract administration system designed to ensure that contractors perform in accordance with their contracts shall be maintained. The system shall include procedures for inspection of

supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

## **4.0 APPEALS AND REMEDIES**

### **4.1 GENERAL**

It is the Authority's policy to resolve all contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

### **4.2 BID PROTESTS**

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

### **4.3 CONTRACT CLAIMS**

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer, or designee, for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Executive Director.

## **5.0 ASSISTANCE TO SMALL AND OTHER BUSINESSES**

### **5.1 REQUIRED EFFORTS**

Consistent with Presidential Executive Orders 11625, 12138, 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority development are used when possible. Such efforts shall include, but shall not be limited to the following:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- F. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24 CFR 135; and
- G. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A through F above.

## 5.2 DEFINITIONS

A small business is defined as a business that is independently owned, not dominant in its field of operation, and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the Authority determines that their use is inappropriate.

A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

A business concern located in the area of the development is defined as an individual or firm located within the relevant Section 3 covered development area, as determined pursuant to 24 CFR 135.15; listed on HUD's registry of eligible business concerns; and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the development is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

## **6.0 ETHICS IN PUBLIC CONTRACTING**

### **6.1 GENERAL**

The Authority shall adhere to the following code of conduct and shall establish a system of sanctions for violations consistent with applicable State or local law.

### **6.2 CONFLICT OF INTEREST**

No employee, officer or agent of this Authority shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- A. An employee, officer or agent involved in making the award;
- B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- C. His/her partner; or,
- D. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

### **6.3 GRATUITIES, KICK BACKS, AND USE OF CONFIDENTIAL INFORMATION**

Authority officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain.

#### **6.4 PROHIBITION AGAINST CONTINGENT FEES**

Contractors shall not retain a person to solicit or secure an Authority contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies. e

## PUBLIC HOUSING GRIEVANCE PROCEDURE

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### 1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

### 2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Housing Authority of Richmond's action or failure to act in accordance with the individual resident's lease or Authority regulation which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug -related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Housing Authority of Richmond or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Housing Authority of Richmond or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;
  - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and

4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Housing Authority of Richmond as lessee of the premises, or, if no such person now resides in the premises,
  2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Housing Authority of Richmond of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

### 3.0 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Housing Authority of Richmond office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussions shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

### 4.0 PROCEDURES TO OBTAIN A HEARING

#### 4.1 REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or reliefs sought.

**4.2 SELECTION OF A HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person appointed by the Housing Authority of Richmond other than a person whom made or approved the action under review or a subordinate of such person.

The Housing Authority of Richmond shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Housing Authority of Richmond shall consider any comments or recommendations by a resident organization.

From this list, hearing officers shall be selected.

**4.3 FAILURE TO REQUEST A HEARING**

If the resident does not request a hearing in accordance with this section, then the Housing Authority of Richmond's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority of Richmond's action in disposing of the complaint in an appropriate judicial proceeding.

**4.4 HEARING PREREQUISITE**

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

**4.5 ESCROW DEPOSIT**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority of Richmond claims is due, the resident shall pay to the Housing Authority of Richmond 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 actor failure to act took place. The resident shall thereafter

deposit monthly the same amount of the monthly rent in an escrow account held by the Housing Authority of Richmond until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority of Richmond may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Housing Authority of Richmond's disposition of his grievance in any appropriate judicial proceeding.

#### **4.6 SCHEDULING OF THE HEARINGS**

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority of Richmond. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

#### **5.0 PROCEDURES GOVERNING THE HEARING**

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

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority of Richmond does not make the document available for examination upon request by the resident, the Housing Authority of Richmond may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority of Richmond or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority of Richmond and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Housing Authority of Richmond shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

#### **6.0 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status**

The participant family may request that the Housing Authority of Richmond provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

#### **7.0 DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Housing Authority of Richmond. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority of Richmond and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority of Richmond who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority of Richmond's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Housing Authority of Richmond action or failure to act in accordance with order involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Housing Authority of Richmond or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **HOUSING AUTHORITY OF RICHMOND PET POLICY**

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### **INTRODUCTION**

The Housing Authority of Richmond has discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This chapter explains the policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the Housing Authority of Richmond.

The purpose of this policy is to establish the policy and procedures for ownership of pets in family and elderly units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

### **ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals assisting persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability.

### **A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the Housing Authority of Richmond management.

The pet owner must submit and enter into a Pet Agreement with the Housing Authority of Richmond.

The pet owner must provide documentation that they have renters insurance providing protection against any liabilities incurred due to pet ownership.

### **Registration of Pets**

Pets must be registered with the Housing Authority of Richmond before they are brought onto the premises. Registration includes certificates signed by a licensed veterinarian or

law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats must be spayed or neutered prior to being admitted to housing.

**Execution of a Pet Agreement with the Housing Authority of Richmond stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.**

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

### **Refusal To Register Pets**

The Housing Authority of Richmond may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the Housing Authority of Richmond refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with Notice requirements.

The Housing Authority of Richmond will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any House Pet Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The Housing Authority of Richmond reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the Housing Authority of Richmond and agree to abide by all of the pet rules in writing.

Housing Authority of Richmond resident pet owners may not care for pets other than their own or approved pets owned by other Housing Authority of Richmond families.

## **B. STANDARDS FOR PETS**

If an approved pet, other than dogs or cats, gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals assisting persons with disabilities.

### **Persons With Disabilities**

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability; and

That the animal actually assists the person with the disability.

### **Types of Pets Allowed**

*Not types of pets other than the following may be kept by a resident*

Tenants are not permitted to have more than one *type* of pet.

#### 1. **Dogs**

Maximum number: one

Maximum adult weight: 20 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

#### 2. **Cats**

Maximum number (one)

Must be declawed

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

3. **Birds**

Maximum number (two) no deposit required

- Must be enclosed in a cage at all times

4. **Fish**

Maximum aquarium size [10 gallons] no deposit required

- Must be maintained on an approved stand

5. **Rodents** (guinea pig, hamster, or gerbil ONLY)

Maximum number [one]

- Must be enclosed in an acceptable cage at all times
- Must have any or all inoculations as specified now or in the future by State law or local ordinance

**C. PET TEMPORARILY ON THE PREMISES**

Pets which are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

- This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the Housing Authority of Richmond.

**D. DESIGNATION OF PET/NO-PET AREAS**

The following areas are designated no-pet areas for dogs and cats: all playground areas.

**E. ADDITIONAL FEES AND DEPOSITS FOR PETS**

The resident/pet owners shall be required to pay a refundable deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat, with exception of birds and fish.

The deposit is required in full prior to the date the pet is properly registered and brought into the apartment.

The Housing Authority of Richmond reserves the right to change or increase the required deposit by amendment to these rules.

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The Housing Authority of Richmond will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The Housing Authority of Richmond will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the Housing Authority of Richmond will provide a meeting to discuss the charges.

All reasonable expenses incurred by the Housing Authority of Richmond as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

- Pet Deposits are not a part of rent payable by the resident.

Amended by Resolution #665 on July 10, 2002 to update cost to resident associated with pet ownership.

The Commissioners of the Housing Authority of Richmond in order to be able to recoup damages or any other charges left by a vacating resident, add the following to the Pet Policy.

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any damages caused by the pet, and any other charges left by the resident upon vacating the unit.

#### **F. ALTERATION TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

## **G. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of Twenty Dollars (\$20.00) per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the Housing Authority of Richmond as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- The cost of repairs and replacement to the dwelling unit;
- Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount in excess of the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

- The expense of lead paint infestations shall be the responsibility of the resident.

## **H. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrance to and exits from the building.

- An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area includes:
  - **Robinson Terrace – behind the maintenance shop and Building #6.**
  - **Dillingham Heights – on the street surrounding the complex.**
  - **Willis Manor – area around the storage building.**
  - **Smith Village – behind 413 and 419 buildings.**

- Residents/Pet Owners are not permitted to exercise pets or permit pet to deposit waste on project premises outside of the area s designated for such purposes.

## **I. NOISE**

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

## **J. CLEANLINESS REQUIREMENTS**

**Litter Box Requirements** . All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash can.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

**Removal of Waste From Other Locations** . The Resident/Pet Owners shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin/other container provided by the Housing Authority of Richmond.

**Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated.**

- The resident/pet owners shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

## **K. PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twelve (12) hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

- Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

**L. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**M. INSPECTIONS**

\*The Housing Authority of Richmond may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

- The Housing Authority of Richmond may enter and inspect the unit only if a written complaint is received alleging that the conductor or condition of the pet in the unit constitutes an nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

**N. PET RULE VIOLATION NOTICE**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

That the resident/pet owner has five (5) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the five (5) day period, the Housing Authority of Richmond will schedule a meeting, no later than five (5) calendar days from the date of the pet owner's request.

**O. NOTICE FOR PET REMOVAL**

If the resident/pet owner and the Housing Authority of Richmond are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the Housing Authority of Richmond, the Housing Authority of Richmond may serve notice to remove the pet.

The Notices shall contain: A brief statement of the factual basis for the Housing Authority of Richmond's determination of the Pet Rule that has been violated;

The requirement that the resident/pet owner must remove the pet within five (5) days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

#### **P. TERMINATION OF TENANCY**

The Housing Authority of Richmond may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

#### **Q. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Pet removal will include pets that are poorly cared for or have been left unattended for over 12 hours.

If the responsible party is unwilling or unable to care for the pet, or if the Housing Authority of Richmond after reasonable efforts cannot contact the responsible party, the Housing Authority of Richmond may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

**R. EMERGENCIES**

The Housing Authority of Richmond will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals. If it is necessary for the Housing Authority of Richmond to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

# HOUSING AUTHORITY OF RICHMOND LEAD HAZARD CONTROL POLICY

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ADOPTED BY RESOLUTION N#669 OCTOBER 24, 2002

## **INTRODUCTION**

The Housing Authority of Richmond is committed to controlling lead-based paint hazards in all its dwelling. Ms. Shirley Hacker, Executive Director has our authority to direct all activities associated with lead hazard control, including directing training, issuing special work orders, informing residents, responding to cases of children with elevated blood lead levels, correcting lead-based paint hazards on an emergency repair basis, and any other efforts that may be appropriate. The Housing Authority's plan to control such hazards is detailed in a risk assessment report and lead hazard control plan.

## PUBLIC HOUSING GRIEVANCE PROCEDURE

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### 1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

### 2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Housing Authority of Richmond's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug -related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Housing Authority of Richmond or to class grievances.
  
- C. **"Complainant"** shall mean any resident whose grievance is presented to the Housing Authority of Richmond or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
  
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;
  - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
  - 4. A decision on the merits.

- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
  1. Who resides in the unit and who executed the lease with the Housing Authority of Richmond as lessee of the premises, or, if no such person now resides in the premises,
  2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Housing Authority of Richmond of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

### **3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the Housing Authority of Richmond office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussions shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

### **4.0 PROCEDURES TO OBTAIN A HEARING**

#### **4.1 REQUEST FOR HEARING**

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

## **4.2 SELECTION OF A HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person appointed by the Housing Authority of Richmond other than a person whom he made or approved the action under review or a subordinate of such person.

The Housing Authority of Richmond shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Housing Authority of Richmond shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

## **4.3 FAILURE TO REQUEST A HEARING**

If the resident does not request a hearing in accordance with this section, then the Housing Authority of Richmond's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority of Richmond's action in disposing of the complaint in an appropriate judicial proceeding.

## **4.4 HEARING PREREQUISITE**

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

## **4.5 ESCROW DEPOSIT**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority of Richmond claims is due, the resident shall pay to the Housing Authority of Richmond 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 act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Housing Authority of Richmond until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority of Richmond may waive this requirement. Unless so waived, the failure to make

such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Housing Authority of Richmond's disposition of his grievance in any appropriate judicial proceeding.

#### **4.6 SCHEDULING OF HEARINGS**

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority of Richmond. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

#### **5.0 PROCEDURES GOVERNING THE HEARING**

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

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority of Richmond does not make the document available for examination upon request by the resident, the Housing Authority of Richmond may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority of Richmond or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority of Richmond and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Housing Authority of Richmond shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

## **6.0 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status**

The participant family may request that the Housing Authority of Richmond provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

## **7.0 DECISION OF THE HEARING OFFICER**

The Hearing Officers shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Housing Authority of Richmond. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority of Richmond and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority of Richmond who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority of Richmond's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Housing Authority of Richmond action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Housing Authority of Richmond or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.



Plumbing	Upgrade/repair	25,000
Electrical	Upgrade/repair	25,000
Heating	Replacement	20,000
AirConditioning	Replacement	10,000
Lead-BasedPaint,Asbestos,Etc.		
Accessibility,504,Etc.		
LightingFixtures		5,000
Kitchens	Cabinets/rangehoods	350,000
PaintingandPlastering		
Flooring		
Windows		
Doors		
BathroomRenovation		500,000
LocksandHardware		10,000
Appliances		5,000
Elevators		
NewAmenities		
Other: Securityscreens		321,000
Other:		
Other:		
Other:		
<b>Subtotal:</b>		<b>1,331,000</b>

<b>Non-DwellingStructures</b>	<b>EstimatedCost</b>
AdministrativeBuilding/Space	
MaintenanceBuilding/Space	
CommunityBuilding/Space	
LaundryFacilities	
<b>Subtotal:</b>	

<b>Non-DwellingEquipment</b>	<b>EstimatedCost</b>
OfficeFurnitureandEquipment	
MaintenanceEquipment	
CommunitySpaceEquipment	TV/VCR/Access/ Chairs/tables
ComputerEquipment	

AutomotiveEquipment	_____	_____
<b>Subtotal:</b>		<u>10,000</u>
<b>Development-OrientedManagementImprovements</b>	<b>EstimatedCost</b>	
SpecificNeed	_____	_____
SpecificNeed	_____	_____
SpecificNeed	_____	_____
<b>Subtotal:</b>		_____
<b>TOTALDEVELOPMENTNEEDS:</b>		<u>1,957,608</u>



TenantStorageSpace			
Roofing			30,000
Plumbing			
Electrical			
Heating			
AirConditioning			
Lead-BasedPaint,Asbestos,Etc.			
Accessibility,504,Etc.	5x5		25,000
LightingFixtures			
Kitchens			150,000
PaintingandPlastering			
Flooring			
Windows			
Doors			
BathroomRenovation			150,000
LocksandHardware			
Appliances	Rangehoods		30,000
Elevators			200,000
NewAmenities	Maildelivery relocation		10,000
Other:			
<b>Subtotal:</b>			<u>600,000</u>

<b>Non-DwellingStructures</b>	<b>EstimatedCost</b>
AdministrativeBuilding/Space	
MaintenanceBuildin g/Space	
CommunityBuilding/Space	
LaundryFacilities	
<b>Subtotal:</b>	

<b>Non-DwellingEquipment</b>	<b>EstimatedCost</b>
OfficeFurnitureandEquipment	
MaintenanceEquipment	



**CAPITALIMPROVEMENTSNEEDSASSESSMENT**

**HOUSINGAUTHORITY:** Richmond  
**DEVELOPMENTNAME:** DillinghamHeights -KY016 -002

**PHYSICALNEEDS**

<b>SiteImprovements</b>	<b>EstimatedCost</b>
StreetsandRoads	_____
ParkingAreas	_____
CurbsandGutters	_____
Landscaping	_____
Grading	_____
Sewers	_____
WaterLines	_____
GasLines	_____
ElectricalSystem	_____
Sub-soilConditions	_____
PlaygroundandTot -Lots	_____
Miscellaneous	_____
Other: <u>TreeTrimming</u>	<u>5,000</u>
Other: <u>Stepsfromparkin glot</u>	<u>2,500</u>
Other: <u>Repairporches“D”Bldg.</u>	<u>2,000</u>
Other: <u>DemolitionF&amp;G</u>	<u>40,000</u>
<b>Subtotal:</b>	<u>49,500</u>

<b>DwellingUnits</b>	<b>EstimatedCost</b>
StructuralProblems	_____
LaundryFacilities/Hook -ups	_____
Closets	_____
CommonAreas	_____
EquipmentSpace	_____

TenantStorageSpace		50,000
Roofing	Insulation	20,000
Plumbing		
Electrical	NewFurnaces“D”	15,000
Heating		
AirConditioning		
Lead-BasedPaint,Asbestos,Etc.		
Accessibility,504,Etc.		
LightingFixtures		
Kitchens		
PaintingandPlastering		
Flooring		
Windows		
Doors		
BathroomRenovation		
LocksandHardware		5,000
Appliances		10,000
Elevators		
NewAmenities		
Other:	_____	_____
<b>Subtotal:</b>		<u>100,000</u>
<b>Non-DwellingStructures</b>		
		<b>EstimatedCost</b>
AdministrativeBuilding/Space		_____
MaintenanceBuilding/Space		_____
CommunityBuilding/Space		_____
LaundryFacilities		_____
<b>Subtotal:</b>		_____
<b>Non-DwellingEquipment</b>		
		<b>EstimatedCost</b>
OfficeFurnitureandEquipment		_____
MaintenanceEquipment		_____
CommunitySpaceEquipment		_____

ComputerEquipment	_____	
AutomotiveEquipment	_____	
<b>Subtotal:</b>		_____
<b>Development-OrientedManagementImprovements</b>		
	<b>EstimatedCost</b>	
SpecificNeed	Replacementhousing	720,000
SpecificNeed	_____	_____
SpecificNeed	_____	_____
<b>Subtotal:</b>		720,000
<b>TOTALDEVELOPMENTNEEDS:</b>		869,500

**CAPITAL IMPROVEMENTS NEEDS ASSESSMENT**

**HOUSING AUTHORITY:** Richmond  
**DEVELOPMENT NA ME:** Robinson Terrace -KY016 -001

**PHYSICAL NEEDS**

<b>Site Improvements</b>	<b>Estimated Cost</b>
Streets and Roads	_____
Parking Areas	<u>30,000</u>
Curbs and Gutters	_____
Landscaping	<u>10,000</u>
Grading	_____
Sewers	_____
Water Lines	_____
Gas Lines	_____
Electrical System	<u>5,000</u>
Sub-soil Conditions	_____
Playground and Tot -Lots	<u>10,000</u>
Miscellaneous	_____
Other: <u>Tree Trimming</u>	<u>20,000</u>
Other: <u>Fence Repair</u>	<u>1,000</u>
Other: <u>New Fencing</u>	<u>5,000</u>
Other: <u>Sidewalk &amp; Porch Repair/Concrete</u>	<u>32,000</u>
<b>Subtotal:</b>	<u>113,000</u>

<b>Dwelling Units</b>	<b>Estimated Cost</b>
Structural Problems	_____
Laundry Facilities/ Hook -ups	_____
Closets	_____
Common Areas	_____
Equipment Space	_____

TenantStorageSpace		_____
Roofing	Insulation	43,200
Plumbing		_____
Electrical		_____
Heating		_____
AirConditioning	Replacement/repair	10,000
Lead-BasedPaint,Asbestos,Etc.		_____
Accessibility,504,Etc.		_____
LightingFixtures		_____
Kitchens		_____
PaintingandPlastering		_____
Flooring		_____
Windows		_____
Doors		_____
BathroomRenovation		_____
LocksandHardware		7,000
Appliances		_____
Elevators		_____
NewAmenities		_____
Other:	_____	_____
<b>Subtotal:</b>		60,200
<hr/>		
<b>Non-DwellingStructures</b>		<b>EstimatedCost</b>
AdministrativeBuilding/Space		_____
MaintenanceB uilding/Space		_____
CommunityBuilding/Space		_____
LaundryFacilities		_____
<b>Subtotal:</b>		_____
<hr/>		
<b>Non-DwellingEquipment</b>		<b>EstimatedCost</b>
OfficeFurnitureandEquipment		_____
MaintenanceEquipment		_____
CommunitySpaceEquipment		_____

Computer Equipment	_____	
Automotive Equipment	_____	
<b>Subtotal:</b>		_____
<b>Development-Oriented Management Improvements</b>		
	<b>Estimated Cost</b>	
Specific Need _____	_____	
Specific Need _____	_____	
Specific Need _____	_____	
<b>Subtotal:</b>		_____
<b>TOTAL DEVELOPMENT NEEDS:</b>		<u>173,200</u>



## DEMOLITION AND/OR DISPOSITION

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The Housing Authority of Richmond is planning to demolish and has submitted a Demolition application to HUD for Dillingham Heights KY 016-002. We have received approval for demolition of 26 units on April 9, 2002.

## DESIGNATED HOUSING

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The Housing Authority of Richmond has no plan to designate any of our public housing property in the next year for the exclusive use of either the elderly or people with disabilities. This decision is consistent with our needs assessment and Consolidated Plan.

## CONVERSION OF PUBLIC HOUSING

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The Housing Authority of Richmond is not required by the terms of the 1996 HUD Appropriations Act to convert any of our buildings or developments to tenant-based assistance. Also, at this time, we do not intend to voluntarily convert any of our buildings or developments to tenant-based assistance.

## **HOMEOWNERSHIP**

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The Housing Authority of Richmond does not currently operate a Homeownership Program, but we are beginning to plan a Homeownership program in the future.

## **COMMUNITY SERVICE AND SELF-SUFFICIENCY**

Amended by Resolution #660

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### **14.0 Continued Occupancy and Community Service**

#### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

#### **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1)) and who certify that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity for 10 or more hours per week.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

#### **14.3 NOTIFICATION OF THE REQUIREMENT**

The Housing Authority of Richmond shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of Richmond shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of Richmond shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after **April 1, 2001**. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of Richmond will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

#### **14.5 THE PROCESS**

At the first annual reexamination on or after **April 1, 2001**, and each annual reexamination thereafter, the Housing Authority of Richmond will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

- D. Volunteer Time Sheets will be returned in each month, when you pay your rent. You will receive a new timesheet at that time.
- E. Thirty (30) days before the family's next lease anniversary date, the Housing Authority of Richmond will advise the family whether each applicable adult family member is in compliance with the community service requirement.

**14.6 NOTIFICATION OF NON -COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Housing Authority of Richmond will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

**14.7 OPPORTUNITY FOR CURE**

The Housing Authority of Richmond will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agree to enter into an economic self-sufficiency program or agree to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The Housing Authority will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Housing Authority of Richmond shall take action to terminate the lease.

**14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Housing Authority of Richmond may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

**14.9 RESOLUTION #660 TO SUSPEND COMMUNITY SERVICE REQUIREMENTS**

Community Service requirement will be reinstated as of July 1, 2003.

## SAFETY AND CRIME PREVENTION

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The Housing Authority of Richmond received PHDEP Technical Assistance in 1993 and from 1993 to 2000 has written and received eight PHDEP grants. The formal TA report and the data gathered for the subsequent PHDEP applications has been used as the basis for our PHDEP/Safety and Crime Prevention Plan. The Housing Authority has analyzed the problems and outlined the planned measures to improve safety and to eliminate the crime and drug-related problems in and around our developments. The formal TA report and successful PHDEP applications are on file at the Housing Authority.

### **1.0 Overview/Background**

In accordance with the Quality Housing and Work Responsibilities Act of 1998 the Housing Authority of Richmond has established this Safety and Crime Prevention Plan which incorporates the following requirements:

- A. Safety Measures on a jurisdiction-wide basis to ensure the safety of the residents living in public housing owned and operated by the Housing Authority of Richmond.
- B. The Housing Authority of Richmond Safety and Crime Prevention Plan has been established in consultation with the Richmond Police Department. The Richmond Police Department has participated in the development of this Plan and will participate with the Housing Authority in accomplishing the goals of the Plan. This is evident in the six PHDEP applications previously mentioned and on file.
- C. The Safety and Crime Prevention Plan describes measures to ensure the safety of public housing residents and measures to prevent crime. This Plan describes activities in effect, planned, or contemplated by the Housing Authority of Richmond. This Plan describes the coordination planned undertaken between the Housing Authority of Richmond and the Richmond Police Department for carrying out the objectives of this Plan.

The Housing Authority of Richmond is located in Richmond, KY, a medium-sized community in Madison County in the central section of the State.

The Housing Authority of Richmond owns and operates four developments totaling 280 units. The developments are scattered throughout the City of Richmond.

Name of Development	Project Number	OB R	1BR	2BR	3BR	4BR	5BR	TOTAL
Robinson Terrace	KY16-01	0	3	50	18	1	0	71
Dillingham Heights	KY16-02	0	0	4	2	0	0	6
Willis Manor	KY16-03	60	39	1				100
Smith Village	KY16-04	0	18	32	38	8	4	100
TOTAL								277

**2.0 Safety and Crime Prevention Needs of four Developments**

There is a disproportionate amount of drug -related crime for its small population size of less than 30,000 people. The Housing Authority developments were being used by drug sellers as “distribution centers.” Both the Housing Authority developments and the surrounding neighborhoods were being negatively impacted by this situation.

Drug-related crimes had been increasing in the City of Richmond, in both the Housing Authority developments and surrounding neighborhoods. Crimes that are typically reported include assault, robbery, burglary, and larceny theft. Crack cocaine and marijuana are the major types of drugs being used in the community.

The Housing Authority of Richmond determined that there was a need to adopt measures to ensure the safety of public housing residents.

The Housing Authority of Richmond had limited staff resources to develop a comprehensive database of drug/crime information to document the nature and extent of this problem. The condition was further compounded by inability of the Richmond Police Department to make drug/crime statistics available to the Housing Authority staff to assist in creating and implementing prevention programs that target local needs.

The Housing Authority of Richmond received technical assistance from HUD in the form of a PHDEP Technical Assistance Contract to identify the nature and extent of drug/crime activity within the community and to develop a community -based plan for what to do and how to approach these issues. The PHDEP Technical Assistance contractor performed the following duties:

- A. Prepared a comprehensive database of crime statistics and qualitative information based on site observations and interviews with residents, community leaders and agency representatives.
- B. Identified priorities to be taken by the Housing Authority of Richmond in their effort to eradicate drug/crime activity and actions to expand overall resources and services.
- C. Developed a comprehensive community -based plan that enlists the support of key community leaders in its implementation.
- D. Made recommendations for reducing the amount of drug and criminal activity and for developing a solution -focused plan to help the Housing Authority of Richmond to effectively address our local security and crime problems.

### **3.0 Goals and Objectives**

The Housing Authority of Richmond has established the following goals and objectives in the safety and crime area:

- A. Reduce crime in the public housing developments to a level equal to or less than their surrounding neighborhoods.
- B. Develop strategies and tactics, in coordination with the Richmond Police Department, to combat crime in and around the Housing Authority of Richmond's developments.
- C. Establish working relationships with local service providers.
- D. Measure prevention goals as follows:
  1. HARK – Maintain participation at the current level of 60 -80 kids per semester primarily from in and around our developments.
  2. Pop Warner – increase the participation community -wide from the current 300 to 450 kids per season.
  3. A Faith -based organization will be providing program off -site for our youth during the summer, in pre -planned day -long settings. These activities will include learning how to set goals and some computer training. Transportation and food will be provided,

#### 4.0 Current Safety and Crime Prevention Activities

The Housing Authority of Richmond has developed an Action Plan for dealing with the security, drug and crime issues in its developments and for collaborating with community officials and agencies to provide the resources needed. The Action Plan includes the following on-going tasks:

- A. Implement training programs with the Richmond Police Department.
- B. Implement working relationships with local service providers.
- C. Create a community meeting space in Smith Village and Robinson Terrace.

In addition, the Housing Authority of Richmond intends to continue to develop the following items on an annual basis:

- A. Organization of the Housing Authority of Richmond Tenant Advisory Council.
- B. Use a CPTED master plan (street lighting, sidewalks, landscaping, open space improvements) for the Housing Authority developments.
- C. Continue implementation of community-wide projects that have an extremely positive effect on people in and around our developments from the prevention standpoint. These include but are not limited to our HARK (Housing Authority of Richmond Karate), and Pop Warner Little Scholars Football League.

The Housing Authority of Richmond did not have the financial resources to fund these planned activities. Therefore, the Housing Authority of Richmond applied for Public Housing Drug Elimination funds in FY 1993 and every FY since and constantly identifies other sources of funding support for the programs planned. The success of the PHDEP/Security and Crime Prevention Plan established for the Housing Authority of Richmond has been dependent upon being awarded PHDEP funds and successfully obtaining non-HUD fundings such as FAFB bond refinancing funds, and program support and other funds raised with our partners. With the ending of the Public Housing Drug Elimination Program funding, other sources of support are being sought.

## **HOUSING AUTHORITY OF RICHMOND PET POLICY**

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### **INTRODUCTION**

The Housing Authority of Richmond has discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest to provide a decent, safe and sanitary living environment for all tenants, to protect and preserving the physical condition of the property, and the financial interest of the Housing Authority of Richmond.

The purpose of this policy is to establish the policy and procedures for ownership of pets in family and elderly units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

### **ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals assisting persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability.

### **A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the Housing Authority of Richmond management.

The pet owner must submit and enter into a Pet Agreement with the Housing Authority of Richmond.

The pet owner must provide documentation that they have renters insurance providing protection against any liabilities incurred due to pet ownership.

### **Registration of Pets**

Pets must be registered with the Housing Authority of Richmond before they are brought onto the premises. Registration includes certificates signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats must be spayed or neutered prior to being admitted to housing.

**Execution of a Pet Agreement with the Housing Authority of Richmond stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.**

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

### **Refusal To Register Pets**

The Housing Authority of Richmond may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the Housing Authority of Richmond refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with Notice requirements.

The Housing Authority of Richmond will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any House Pet Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The Housing Authority of Richmond reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the Housing Authority of Richmond and agree to abide by all of the pet rules in writing.

Housing Authority of Richmond resident pet owners may not care for pets other than their own or approved pets owned by other Housing Authority of Richmond families.

**B. STANDARDS FOR PETS**

If an approved pet, other than dogs or cats, gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals assisting persons with disabilities.

**Persons With Disabilities**

To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household;
- That the animal has been trained to assist with the specified disability; and
- That the animal actually assists the person with the disability.

**Types of Pets Allowed**

*Not types of pets other than the following may be kept by a resident .*

Tenants are not permitted to have more than one *type* of pet.

1. **Dogs**

- Maximum number: one
- Maximum adult weight: 20 pounds
- Must be house broken
- Must be spayed or neutered
- Must have all required inoculations
- Must be licensed as specified now or in the future by State law and local ordinance

2. **Cats**

- Maximum number (one)
- Must be declawed

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

3. **Birds**

Maximum number (two) no deposit required

- Must be enclosed in a cage at all times

4. **Fish**

Maximum aquarium size [10 gallons] no deposit required

- Must be maintained on an approved stand

5. **Rodents** (guinea pig, hamster, or gerbil ONLY)

Maximum number [one]

- Must be enclosed in an acceptable cage at all times
- Must have any or all inoculations as specified now or in the future by State law or local ordinance

**C. PET TEMPORARILY ON THE PREMISES**

Pets which are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

- This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the Housing Authority of Richmond.

**D. DESIGNATION OF PET/NO -PET AREAS**

The following areas is designated no -pet area for dogs and cats: all playground areas.

**E. ADDITIONAL FEES AND DEPOSITS FOR PETS**

The resident/pet owners shall be required to pay a refundable deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat, with exception of birds and fish.

The deposit is required in full prior to the date the pet is properly registered and brought into the apartment.

The Housing Authority of Richmond reserves the right to change or increase the required deposit by amendment to these rules.

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The Housing Authority of Richmond will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The Housing Authority of Richmond will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the Housing Authority of Richmond will provide a meeting to discuss the charges.

All reasonable expenses incurred by the Housing Authority of Richmond as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

- Pet Deposits are not a part of rent payable by the resident.

Amended by Resolution #665 on July 10, 2002 to update cost to resident associated with pet ownership.

The Commissioners of the Housing Authority of Richmond in order to be able to recover any other charges left by a vacating resident, add the following to the Pet Policy. -coup damages or

The Housing Authority of Richmond will refund the Pet Deposit to the tenant, less any damages caused by the pet, and any other charges left by the resident upon vacating the unit.

#### **F. ALTERATION TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **G. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of Twenty Dollars (\$20.00) per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the Housing Authority of Richmond as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- The cost of repairs and replacements to the dwelling unit;
- Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount in excess of the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

- The expense of flea and infestations shall be the responsibility of the resident.

#### **H. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances and exits from the building.

- An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area includes :
  - **Robinson Terrace – behind the maintenance shop and Building #6.**
  - **Dillingham Heights – on the streets surrounding the complex.**
  - **Willis Manor – area around the storage building.**
  - **Smith Village – behind 413 and 419 buildings.**
- Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

#### **I. NOISE**

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

#### **J. CLEANLINESS REQUIREMENTS**

**Litter Box Requirements** . All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash can.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

**Removal of Waste From Other Locations** . The Resident/Pet Owners shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin/other container provided by the Housing Authority of Richmond.

**Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated.**

- The resident/pet owners shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

**K. PETCARE**

Nopet(excludingfish)shallbeleftunattendedinanyapartmentforaperiodinexcessoftwelve(12) hours.

Allresidents/petownersshallberesponsibleforadequatecare,nutrition,exercisearndmedical attentionforhis/herpet.

- Residents/petownersmustrecognizethatotherresidentsmayhavechemicalsensitivitiesor allergiesrelatedtopets,ormaybeeasilyfrightenedordisorientedbyanimals.Petownersmust agreeoexercisecourtesywithrespecttootherresidents.

**L. RESPONSIBLEPARTIES**

Theresident/petownerwillberequiredtodesignatetworesponsiblepartiesforthecareofthepetif thehealthorsafetyofthepetisthreatenedbythedeathorincapacityofthepetowner,orby other factorsthatrenderthepetownerunabletocareforthepet.

**M. INSPECTIONS**

\*TheHousingAuthorityofRichmondmay,afterreasonablenoticetothetenantduringreasonable hours,enterandinspectthepremises,inadditiontootherinspectionsallowed.

- TheHousingAuthorityofRichmondmayenterandinspecttheunitonlyifawrittencomplaint isreceivedallegingthattheconductorconditionofthepetintheunitconstitutesanuisanceor threattothehealthorsafetyoftheotheroccupantsor otherpersonsinthecommunityunder applicableStateorlocallaw.

**N. PETRULEVIOLATIONNOTICE**

Ifadeterminationismadeonobjectivefactssupportedbywrittenstatements,thataresident/petowner hasviolatedthePetRulePolicy,writtennoticewill beserved.

TheNoticewillcontainabriefstatementofthefactualbasisforthedeterminationandthepetrule(s) whichwereviolated.Thenoticewillalsostate:

Thatteresident/petownerhasfive(5)daysfromtheeffectivedateoftheserviceofnot iceto correcttheviolationormakewrittenrequestforameetingtodiscusstheviolation;

Thatteresident/petownerisentitledtobeaccompaniedbyanotherpersonofhisorherchoice atthemeeting;and

Thatteresident/petowner'sfailuretocorre cttheviolation,requestameeting,orappearata requestedmeetingmayresultininitiationofprocedurestoterminatethepetowner'stenancy.

If the pet owner requests a meeting within the five (5) day period, the Housing Authority of Richmond will schedule a meeting, no later than five (5) calendar days from the date of the pet owner's request.

#### **O. NOTICE FOR PET REMOVAL**

If the resident/pet owner and the Housing Authority of Richmond are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the Housing Authority of Richmond, the Housing Authority of Richmond may serve notice to remove the pet.

The Notices shall contain:

A brief statement of the factual basis for the Housing Authority of Richmond's determination of the Pet Rule that has been violated;

The requirement that the resident/pet owner must remove the pet within five (5) days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

#### **P. TERMINATION OF TENANCY**

The Housing Authority of Richmond may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

#### **Q. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Pet removal will include pets that are poorly cared for or have been left unattended for over 12 hours.

If the responsible party is unwilling or unable to care for the pet, or if the Housing Authority of Richmond after reasonable efforts cannot contact the responsible party, the Housing Authority of Richmond may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

## **R. EMERGENCIES**

The Housing Authority of Richmond will take all necessary steps to insure that pets that become vicious, displays symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals. If it is necessary for the Housing Authority of Richmond to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

## **CIVIL RIGHTS CERTIFICATION**

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Civil Rights Certifications are included in the PHA Plan Certificate of Compliance with the PHA Plans and Related Regulations Board Resolution.

## ANNUAL AUDIT

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Our annual audit is not being submitted with this document because HUD has already received a copy of the audit. If anyone wants to view the annual audit of the Housing Authority of Richmond, they can do so by coming to our office during normal working hours and requesting to see it.

## STATEMENT OF APPROACH TO ASSET MANAGEMENT

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The Housing Authority of Richmond defines asset management as the ability to manage our properties in a way that maximizes their potential to fulfill the mission of the Housing Authority. We are in the process of beginning to implement an asset management system. When completed it will include:

1. A system to profile and measure the performance of each property;
2. A system to determine the financial viability of each property;
3. A system to value the accomplishment of social objectives (i.e. the housing authority mission); and
4. A system for evaluating options for properties.

When these information and analysis systems are in place, we will be able to make decisions about the best use or disposition of our assets. By understanding the best community use of the property, the shelter and financial potential of the property, and the operating cost and performance profile of each property, the Housing Authority of Richmond will be able to make decisions about how to use our property to best serve the needs of our community, residents, and agency. In a worse case scenario, it will help us decide if we need to demolish and/or dispose of all or part of a property and how to replace these units. Our system of analysis will include these steps:

### **STEP ONE --DETERMINE THE TARGET POPULATION FOR THE PROPERTY.**

Given the community's housing needs as articulated in the Consolidated Plan for our jurisdiction, what are the greatest housing needs in our community? What populations are not being adequately served by the private market? We will review demographic and waiting list information to make these decisions. Depending on the property and the composition of the community we can target working families, the elderly, the frail elderly, people with disabilities, or families needing supportive services. Different populations may be most suited to different properties.

### **STEP TWO --DETERMINE IF THE PROPERTIES ARE ABLE TO SERVE THE IDENTIFIED NEED.**

There are three aspects to this point --are there enough units to serve the need, are those units physically and structurally sound, and do the units include the amenities required to compete successfully for residents?

If there is an unmet need, the Housing Authority of Richmond may seek development partners or attempt to acquire additional units to meet the need. If property is not physically adequate to house the population, we will perform a physical needs assessment to determine whether capital improvements or retrofitting is required to make the property suitable.

There is one other possible situation: It is possible that there are more units available than are required to accommodate the target population. If this is the case we will seek the best use for these units.

### **STEP THREE --COMPLETE A NEIGHBORHOOD STUDY.**

An analysis of the surrounding neighborhood will also provide important information about the potential market for the property. If the surrounding neighborhood is experiencing decline or crime problems, these must be taken into consideration before any decision is made about making a capital investment in the property.

### **STEP FOUR --DETERMINE THE CURRENT COST OF OPERATING THE PROPERTY.**

The Housing Authority of Richmond must understand how much work is required to keep the property operating at an acceptable standard. Also, examine the amenities the property offers. Are the amenities appropriate and cost-effective? This is the first step to understanding the financial stability of the property.

### **STEP FIVE --DETERMINE THE POTENTIAL INCOME THE PROPERTY CAN PRODUCE GIVEN ITS BEST USE.**

Considering full occupancy, how much rent and subsidy can be generated by each of our properties? By comparing this to the cost of operating the property we will gain significant information about the financial feasibility of our properties. It is likely that a more accurate estimate of this cannot be made until the new rules for the operating fund are finalized.

### **STEP SIX -- DETERMINE THE COST OF ANY CAPITAL IMPROVEMENTS OR RETROFITTING REQUIRED TO EQUIP THE PROPERTY TO SERVE THE TARGET POPULATION.**

What is the cost of any required rehabilitation or retrofitting? This amount must be factored into the income potential and operating cost of the property to determine if retrofitting this property is the best way to serve the identified need. Changes to the property might include the installation of air conditioning, conversion to handicapped accessible units, or elimination of efficiency units.

Resident survey's indicate security is most requested and additional security measures such as fencing, lighting will be used. Landscaping will be incorporated to improve curb appeal.

SmithVillage: Kitchen Upgrades; Storage Units; Concrete Repair; Security Screens; Landscaping; Playgroundupgradeandparking.

DillinghamHeights:Demolitionandreplacement;Landscaping andparking.  
RobinsonTerrace:Concreterepair,Playgroundupgradeandparking.

WillisManor:Securityandinteriorbeautification.

## **STEP SEVEN -- DETERMINE THE COST OF OPERATING THE REHABILITATED PROPERTY.**

Will the cost of operating the property be different after improvements are made? If so, this must be factored into the decision making process.

## **STEP EIGHT -- COMPARE THE OPERATING COST TO THE POTENTIAL INCOME.**

Regardless of the need for the housing, it must be financially feasible to operate the property. If the Housing Authority of Richmond has determined that a property can produce enough income to sustain itself, the use of the property for the targeted use will proceed. If a property cannot produce enough income to sustain itself and there is a need for the housing, we may decide to seek additional support from other properties in the portfolio or elsewhere in the community. This is reasonable if, in our opinion and the community's, there is great social value in operating the property.

If the social value of operating the property is not sufficient to justify the contribution of operating support from the rest of the portfolio, the Housing Authority of Richmond will seek disposition or alternate use for the property.

## **STEP NINE -- DETERMINE THE ABILITY OF THE PROPERTY TO GENERATE ADEQUATE FUNDS FOR AN OPERATING RESERVE.**

An additional aspect of a property's ability to sustain itself financially is its ability to generate enough funds not only to pay its operating costs, but also to contribute to a replacement reserve. The Housing Authority of Richmond cannot estimate the need for an operating reserve until the rules for the new capital and operating funds have been finalized, but we do intend to continue our current practice of funding operating reserves.

In summary, the Housing Authority of Richmond intends to reinvent our public housing as we know it and move towards a more market-driven, private-oriented management system while retaining our responsibility to both our residents and the taxpayers.

## RESIDENT COMMENTS

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### FROM SURVEYS AND TENANT ADVISORY BOARD

Security was foremost on all resident comments, at each site. Police patrols and better lighting at night were requested.

#### Survey Results

##### Robinson Terrace

1. More parking
2. Security – police and lighting
3. Landscaping
4. Bigger porches

##### Smith Village

1. Security – police patrol specifically
2. Floor tile
3. Landscaping and parking
4. Vinyl siding
5. Clean air ducts inside apartments

##### Willis Manor

1. Hallway cameras
2. Repair handicapped strip in front hallway
3. Tile floor in smoking area

#### TENANT ADVISORY BOARD

The Board as a whole, requested police patrols, due to unusual foot traffic inside complexes.

Harry Mitchell requested that we plan some summer activities for youth.

**CERTIFICATION OF CONSISTENCY  
WITH CONSOLIDATED PLAN**

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I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

Applicant Name: Housing Authority of Richmond

Project Name: Housing Authority Capital Funding

Location of Project: 502 Ellis Court  
Richmond, KY 40475

Name of Federal Program to which the Applicant is applying: Capital Funding

Name of Certifying Jurisdiction: Kentucky Housing Corporation  
Commonwealth of Kentucky

Certifying Official Of the Jurisdiction Name: F. Lynn Luallen

Title: Chief Executive Officer

Signed: by above  
Date: April 9, 2003

NOTE: Signed original will be provided to the local HUD office by the Housing Authority of Richmond in hard copy format.

**Statement of Consistency** – Consistency with the Consolidated Plan will be met with general upgrade of four housing stock, to include interior and exterior renovations, in order to provide equality housing with low maintenance and low cost, and consistent with the needs of residents.



## PROGRESS REPORT

The Housing Authority of Richmond has been able to accomplish almost all of the needs assessment items, with a few exceptions, that occurred due to changing environmental needs. Lead Base Paint became an issue, due to a follow-up inspection and we need to revisit the testing of several of the sites of our Authority.

Enlargement of the Community Room at our elderly site, Willis Manor, went on the back burner, as did the security screens and vinyl siding replacement, at KY016 -004, due to the expense estimated. Those items will be added to following year's needs. At this site building 409 became unstable and unsafe and substantial rehabilitation is needed to make it viable again. That contract has been awarded and rehabilitation will begin soon.

Site lights at KY016 -001 is being addressed by maintenance through adding building lights rather than street lighting. The street lighting will be addressed at a later assessment.

Concrete repair and tree trimming is an on-going endeavor and is being accomplished on a yearly basis.

The demolition and replacement of housing in KY016 -002 is nearly ready for bidding and should be awarded this spring.

The Housing Authority still listens to its residents for their input and needs assessments, through the RAB and public meetings, as well as needs surveys.

## Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of Richmond Richmond, KY	Grant Type and Number Capital Fund Program Grant No: <b>KY36P016-501-01</b> Replacement Housing Factor Grant No:	Federal FY of Grant: <b>FY2001</b>
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Original Annual Statement  
  Reserve for Disasters/Emergencies  
  Revised Annual Statement (revision no: 2)  
 Performance and Evaluation Report for Period Ending: 03/31/03  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non -CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	55,000	24,163.56	24,163.56	24,163.56
4	1410 Administration	67,500	66,866.67	66,866.67	66,866.67
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,000	137,984.72	137,984.72	122,148.32
8	1440 Site Acquisition				
9	1450 Site Improvement		1,163.25	1,163.25	1,163.25
10	1460 Dwelling Structures	57,380	281,131.59	281,131.59	201,934
11	1465.1 Dwelling Equipment—Nonexpendable	5,000	0	0	0
12	1470 Nondwelling Structures		5,494.60	5,494.60	5,494.60
13	1475 Nondwelling Equipment				
14	1485 Demolition	25,000	0	0	0
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs		11,086.61	11,086.61	11,086.61
18	1499 Development Activities	310,511	0	0	0
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of line 2 -20)	527,891	527,891	527,891	432,857.01
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security –Soft Costs	7,594.66			

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHAName: Housing Authority of Richmond Richmond, KY	Grant Type and Number Capital Fund Program Grant No: <b>KY36P016-501-01</b> Replacement Housing Factor Grant No:	Federal FY of Grant: <b>FY2001</b>
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Original Annual Statement  
  Reserve for Disasters/Emergencies  
  Revised Annual Statement (revision no: 2)  
 Performance and Evaluation Report for Period Ending: 03/31/03  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
25	Amount of Line 21 related to Security --Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	6,000			

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

PHAName: <b>Housing Authority of Richmond</b> Richmond, KY		Grant Type and Number Capital Fund Program Grant No: <b>KY36P0165-501-01</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>FY2001</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
PHA WIDE	Site Police		1408		Original	Revised	Funds Obligated	Funds Expended	
					40,000	7,594.66	7,594.66	7,594.66	Complete
PHA WIDE	Reimburse Salaries & On Call		1410		35,000	34,366.67	34,366.67	34,366.67	Complete
PHA WIDE	Legal Settlement		1410			32,500	32,500	32,500	Complete
PHA WIDE	Fees & Costs A/E & M/C		1430		40,000	137,984.72	137,984.72	122,148.32	In Progress
PHA WIDE	Youth Sports		1408		15,000	5,000	5,000	5,000	Complete
KY016-002	Demolition G Building		1485		25,000	0	0	0	Deleted
KY016-002	Replace H Building		1499		310,511	0	0	0	On Hold
KY016-003	Paint Apartments		1460	50	15,000	0	0	0	Deleted
KY016-003	Upgrade Hallways		1460		27,380	201,934	201,934	201,934	Complete
KY016-004	Paint Apartments		1460	50	15,000	0	0	0	Deleted
KY016-004	Water Heaters		1465	50	5,000	0	0	0	Deleted
PHA WIDE	Computer Upgrade & Equipment		1408		0	11,568.90	11,568.90	11,568.90	Complete
KY016-004	Relocation		1475		0	11,086.61	11,086.61	11,086.61	Complete
KY016-004	Electrical Site Work		1450		0	1,163.25	1,163.25	1,163.25	Complete
KY016-003	Community Room Doors		1470		0	5,494.60	5,494.60	5,494.60	Complete
KY016-004	409-B Substantial Rehab		1460			79,197.59	79,197.59	0	In Progress
	Demolition H Building		1485		45,000	0	0	0	501-00 Program

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

PHA Name: <b>Housing Authority of Richmond</b> Richmond, KY		Grant Type and Number Capital Fund Program No: <b>KY36P016-501-01</b> Replacement Housing Factor No:					Federal FY of Grant: <b>FY2001</b>
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	
PHAWideAfterSchool	4-30-03		1-30-03		6-30-03		
PHAWideSitePolice	4-30-03		1-30-03		6-30-03		
PHAWIDEReimburse Salaries	4-30-03		1-30-03		6-30-03		
PHAWIDEFees& Costs	4-30-03		1-30-03		6-30-03		
KY016-003Hallways	4-30-03		1-30-03		6-30-03		
KY016-002Demolition	4-30-03		1-30-03		6-30-03		
KY016-002Replacement	4-30-03		1-30-03		6-30-03		
KY016-003PaintApts.	4-30-03		1-30-03		6-30-03		
KY016-004PaintApts.	4-30-03		1-30-03		6-30-03		
KY016-004Water Heaters	4-30-03		1-30-03		6-30-03		

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: Housing Authority of Richmond Richmond, KY	Grant Type and Number Capital Fund Program Grant No: <b>KY36P016-501-02</b> Replacement Housing Factor Grant No:	Federal FY of Grant: FY 2002
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Original Annual Statement  
  Reserve for Disasters/Emergencies  
  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: 03/31/03  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non -CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration	25,000	25,000	2,885.22	2,885.22
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	60,000	162,713.70	162,713.70	7,700.70
8	1440 Site Acquisition				
9	1450 Site Improvement	107,000	0		
10	1460 Dwelling Structures	1,000	93,671.65	93,671.65	
11	1465.1 Dwelling Equipment — Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	25,000	25,000		
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	310,891	184,336.65		
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of line 2 -10)	490,722	490,722	259,270.57	10,585.92
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHAName: Housing Authority of Richmond Richmond, KY	Grant Type and Number Capital Fund Program Grant No: <b>KY36P016-501-02</b> Replacement Housing Factor Grant No:	Federal FY of Grant: <b>FY2002</b>
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Original Annual Statement  
  Reserve for Disasters/Emergencies  
  Revised Annual Statement (revision no:    )  
  Performance and Evaluation Report for Period Ending: 03/31/03  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
24	Amount of line 21 Related to Security --Soft Costs				
25	Amount of Line 21 related to Security --Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

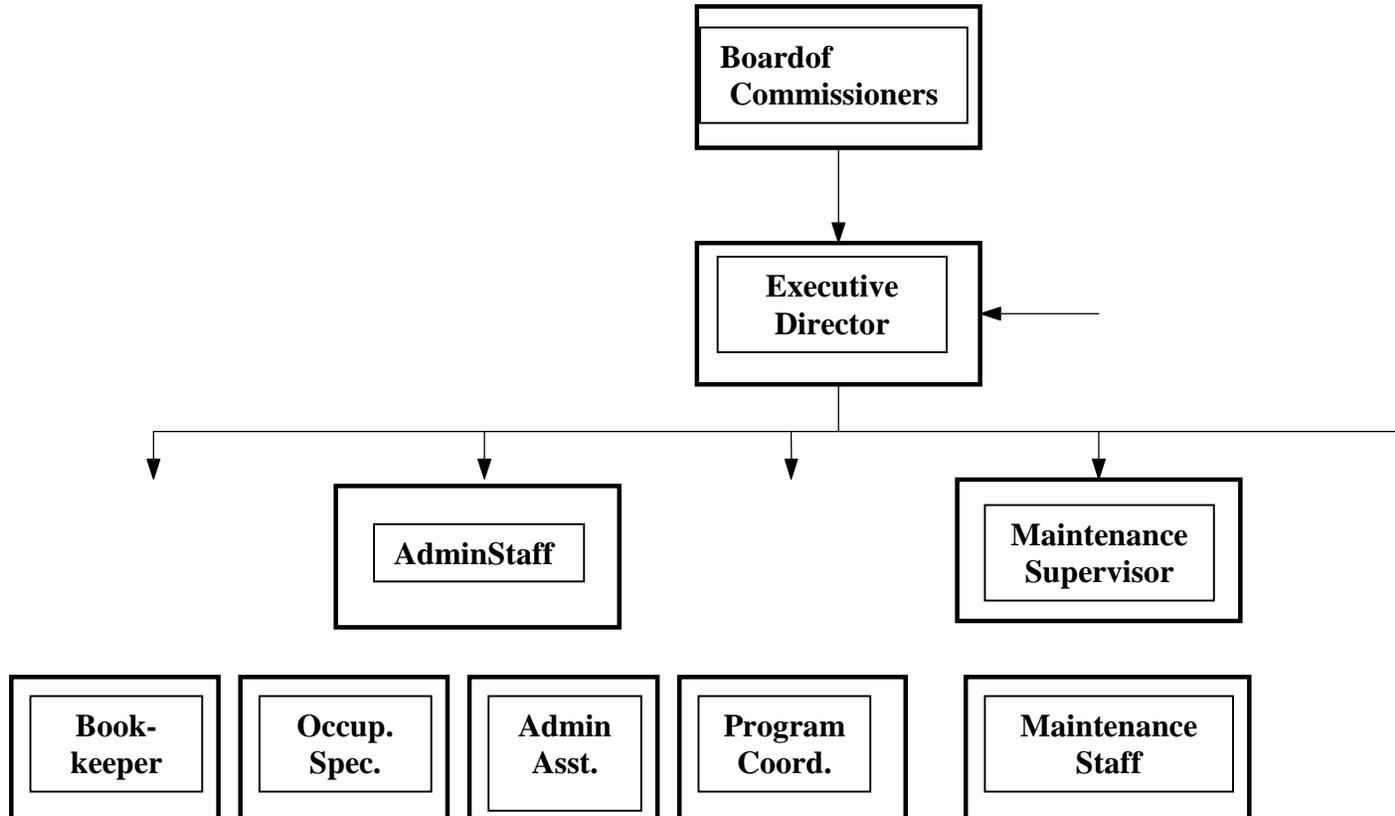
PHAName: <b>Housing Authority of Richmond</b> Richmond, KY		Grant Type and Number Capital Fund Program Grant No: <b>KY36P0165-501-02</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>FY2002</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHAWide	Concrete Repair/Tree Trimming		1450		40,000				
PHAWide	Salary Reimbursements		1410		25,000	25,000	2,885.22	2,885.22	On-going
PHAWide	Fees & Costs		1430		60,000	162,713.70	162,713.70	7,700.70	On-going
KY016-001	Upgrade playground equipment – install basketball court		1450		27,000	0			Deleted
KY016-002	Demolition		1485		25,000	25,000			Planning Stage
	Replace Housing		1499		272,722	184,336.65			Planning
KY016-003	Individual Notice Receptacles		1460		1,000	0			Deleted
KY016-004	Repair 409 Building		1450		40,000	93,671.65	93,671.65		Contract Recently Awarded

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

<b>PHAName: Housing Authority of Richmond</b> Richmond, KY		<b>Grant Type and Number</b> Capital Fund Program No: <b>KY36P016-501-02</b> Replacement Housing Factor No:					<b>Federal FY of Grant:</b> <b>FY2002</b>	
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		
PHAWide - Concrete Repair/Tree Trimming	4/30/04							
PHASalary Reimbursement	4/30/04							
PHAFees & Costs	4/30/04							
KY016-001 Playground	4/30/04							
KY016-002 Demo	4/30/04							
KY016-002 Replacement	4/30/04							
KY016-003 Receptacles	4/30/04							
KY016-004 Repair 409	4/30/04							

**Housing Authority of Richmond  
Organizational Chart**

**Attachment KY016i02**



## **RESIDENT COMMENTS**

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### **FROM SURVEYS AND TENANT ADVISORY BOARD**

Security was foremost on all resident comments, at each site. Police patrols and better lighting at night were requested.

#### Survey Results

##### Robinson Terrace

1. More parking
2. Security – police and lighting
3. Landscaping
4. Bigger porches

##### Smith Village

1. Security – police patrol specifically
2. Floor tile
3. Landscaping and parking
4. Vinyl siding
5. Clean air ducts inside apartments

##### Willis Manor

1. Hallway cameras
2. Repair handicapped strip in front hallway
3. Tile floor in smoking area

### **TENANT ADVISORY BOARD**

The Board as a whole, requested police patrols, due to unusual foot traffic inside complexes.

Harry Mitchell requested that we plan some summer activities for youth.

# Capital Fund Program Five - Year Action Plan

## Part I: Summary

PHANameHousingAuthorityof Richmond				<input type="checkbox"/> Original5 -YearPlan	
				<input checked="" type="checkbox"/> RevisionNo:	
Development Number/Name/HA- Wide	Year1	WorkStatementforYear2 FFYGrant: :KY36P016 -501-04 PHAFY:2004	WorkStatementforYear3 FFYGrant: :KY36P016 -501-05 PHAFY:2005	WorkStatementforYear4 FFYGrant: :KY36P016 - 501-06 PHAFY:2006	WorkSta tementforYear5 FFYGrant: :KY36P016 -501- 07 PHAFY:2007
	Annual Statement				
KY016-001		50,000	50,000	60,000	100,000
KY016-002		240,000	240,000	240,000	140,000
KY016-003		10,000	10,000	20,000	60,000
KY016-004		144,722	144,722	124,722	144,722
PHAWide		46,000	46,000	46,000	46,000
CFPFundsListedfor 5-yearplanning		490,722	490,722	490,722	490,722
ReplacementHousing FactorFunds					





## Annual Statement/Performance and Evaluation Report

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

PHAName: Housing Authority of Richmond		Grant Type and Number Capital Fund Program Grant No: KY36P016 -501-03 Replacement Housing Factor Grant No:		Federal FY of Grant: 2003	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non -CFP Funds				
2	1406 Operations	21,000			
3	1408 Management Improvements	25,000			
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	12,000			
10	1460 Dwelling Structures	2,000			
11	1465.1 Dwelling Equipment — Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	150,000			
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	240,722			
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	490,722			

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

<b>PHAName:</b> Housing Authority of Richmond	<b>Grant Type and Number</b> Capital Fund Program Grant No: KY36P016 -501-03 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2003
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Original Annual Statement  
  Reserve for Disasters/Emergencies  
  Revised Annual Statement (revision no:    )  
  Performance and Evaluation Report for Period Ending:      
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities	23,000			
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHAName :Housing Authority of Richmond		Grant Type and Number Capital Fund Program Grant No: KY36P016 -501-03 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
1465-003	Window Blinds -LBP		200	2,000				
1406-	Operations -LBP			21,000				
1450-003	Site Lighting -Parking Lot			5,000				
1430	Fees & Costs			40,000				
1485	Demolition			150,000				
1499	Development			240,722				
1450-003	Fence Around Electric/Main. Apt.			7,000				
1408	Reimburse Salary			25,000				



**CapitalFundProgramFive -YearActionPlan**  
**PartI:Summary**

PHANameHousingAuthorityof Richmond		<input type="checkbox"/> Original5 -YearPlan <input checked="" type="checkbox"/> RevisionNo:			
Development Number/Name/HA- Wide	Year1	WorkStatementforYear2 FFYGrant: :KY36P016 -501-04 PHAFY:2004	WorkStatementforYear3 FFYGrant: :KY36P016 -501-05 PHAFY:2005	WorkStatementforYear4 FFYGrant: :KY36P016 - 501-06 PHAFY:2006	WorkStatementforYear5 FFYGrant: :KY36P016 -501- 07 PHAFY:2007
	Annual Statement				
KY016-001		50,000	50,000	60,000	100,000
KY016-002		240,000	240,000	240,000	140,000
KY016-003		10,000	10,000	20,000	60,000
KY016-004		144,722	144,722	124,722	144,722
PHAWide		46,000	46,000	46,000	46,000
CFPF undsListedfor 5-yearplanning		490,722	490,722	490,722	490,722
ReplacementHousing FactorFunds					





