PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: Housing Authority of the City of North Las Vegas PHA Code: NV007

PHA Type: ☒ Small ☐ High Performing ☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): 07/2009

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 221 Number of HCV units: 0

3.0 Submission Type

☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 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 for the next five years:

The Housing Authority of the City of North Las Vegas is committed to providing quality, affordable housing that is decent, safe, sanitary and in good repair, to eligible families in this community through innovative resource development and responsible stewardship of our housing and fiscal resources. We strive to make the best use of all available resources so that our residents may live in an environment that is clean, well maintained and attractive. Our goal is to manage our public housing and affordable housing units in a manner that is consistent with good, financially sound property management practices.

By taking advantage of available community and government resources, we intend to provide our residents with as many opportunities for economic self-sufficiency as we can identify. We endeavor to instill pride and a desire for an enhanced quality of life for our residents and their families. We are committed to serving our residents and this entire community in a manner that demonstrates professional courtesy, respect and care.

5.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

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

PHA Goal: Expand the supply of assisted housing
Objectives:

- Reduce public housing vacancies
- Leverage private or other public funds to create additional housing opportunities
- Acquire or build units or developments

PHA Goal: Improve the quality of assisted housing
Objectives:

- Improve public housing management: (2006 PHAS score) 57
- Increase customer satisfaction
- Renovate or modernize public housing units
- Demolish or dispose of obsolete public housing
- Provide replacement vouchers with HACLV

PHA Goal: Increase assisted housing choices
Objectives:

- Implement public housing site-based waiting lists (contracted with HACLV)
- Convert public housing to vouchers

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

PHA Goal: Provide an improved living environment
Objectives:

- Implement public housing security improvements (contracted with HACLV)
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

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

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

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission.
(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

PUBLIC ACCESS TO INFORMATION:
Information regarding any activities outlined in this plan can be obtained by contacting the main administrative office of the PHA.

DISPLAY LOCATIONS FOR PHA PLAN & SUPPORTING DOCUMENTS:
The PHA Plan (including the attachments) are available for public inspection at the main administrative office of the PHA and the PHA's website. PHA Plan Supporting Documents are available for inspection at the main business office of the PHA.

PHA PLAN ELEMENTS

I. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures:

(a) ELIGIBILITY FOR ADMISSION

Attachment NV007_6.1(a) provides a full description of the Eligibility for Admission.

Qualification for Admission

It is the HACNLV's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined attachment NV007(6.1a);

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 200 and Part 5, Subpart E);

Has an annual income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in the HACNLV offices;

Note: The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

Provides a social security number for all family members, age 6 or older, or will provide written certification that they do not have social security numbers;

Meets or exceeds the tenant selection and suitability criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

Other Eligibility Criteria

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

to pay rent and other charges as required by the lease in a timely manner;

to care for and avoid damaging the unit and common areas;

to use facilities, appliances and equipment in a reasonable way;

to create no health or safety hazards, and to report maintenance needs in a timely manner;

not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HACNLV premises;

not to have ever been convicted of manufacturing or producing methamphetamine (also known as "speed") on an assisted housing site;

not subject to a lifetime sex offender registration requirement under a State sex offender registration program (effective with publication of final rule);

to comply with necessary and reasonable rules and program requirements of HUD and the HACNLV; and,

to comply with local health and safety codes.

The HACNLV must reject applicants for a period of three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. 24 CFR 204 (a).

Screening for Suitability

The HACNLV will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the HACNLV.

The HACNLV does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18.

As a part of the final eligibility determination, the HACNLV will screen adult applicant household members to assess their suitability as renters.

The HACNLV will complete a credit check and rental history check for all applicants that apply for conventional and designated housing programs and all members claiming zero income.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

The HACNLV's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

Rent Paying Habits

The HACNLV will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past five years.

Based upon these verifications, the HACNLV will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five years for nonpayment of rent, or had other legal action initiated against him/her for debts owed.

HACNLV will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond their control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Where past rent paying ability cannot be documented, the HACNLV will check with the utility companies supplying power and gas to determine whether the family has been current and timely on their payments.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior which, when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the HACNLV's screening assessment of the applicant, mitigating circumstances must be verifiable.

Qualified and Unqualified Applicants

Information which has been verified by the HACNLV will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family;*

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Any local preference to which the family is entitled.

Applicants who are determined to be unqualified for admission will be promptly notified by a Notice of Denial of Admission stating the reason for the denial. The HACNLV shall provide applicants an opportunity for an informal hearing

When the HACNLV makes a preliminary determination that a family is eligible, HACNLV will notify the family of the approximate date of occupancy. However, the date given by the HACNLV does not mean that applicants should expect to be housed by that date.

Denial of Admission

1, Action/Inaction by the Applicant

The HACNLV shall deny assistance to an applicant who:

Refuses to enter into a public housing lease agreement;

Refuses to cooperate with HACNLV during the initial certification process;

Has been evicted from a federally subsidized housing program for a period of three (3) years or owes a debt to a public housing program or other assisted housing property;

Has made fraudulent representations on his/her public housing application;

Has engaged in or threatened abusive or violent behavior toward HACNLV personnel;

Credit history checks or landlord inquiries received with any listed judgments or evictions.

Fails to establish citizenship or eligible immigration status; and

Has a record of disturbance of neighbors, destruction of property or other living or housekeeping habits at prior residences, which adversely affected the health, safety or welfare of other residents.

The HACNLV has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status

2. Criminal Conduct of an Applicant or Member of the Applicant's Household

HACNLV will consult local and federal law enforcement databases to determine whether an applicant or household member, 18 years of age or older, has a criminal record.

HACNLV may deny assistance to an applicant if the preponderance (i.e. majority) of verifiable evidence (i.e., Scope/NCIC criminal records, police reports, reports from parole/probation officers or landlord references) indicates that an applicant and/or household members have engaged in drug-related or violent criminal activity that otherwise adversely affects the health, safety or welfare of the public.

Use of FBI and Law Enforcement Records

The HACNLV will check criminal history for all applicants and tenants who are 18 years or older to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done prior to final eligibility for admission and at the annual recertification and will include a check of arrest and conviction records.

The HACNLV obtained a unique Originating Agency Identifier (ORI) number from the Federal Bureau of Investigation (FBI) in order to maximize its efforts in obtaining applicant criminal record history.

The HACNLV has contracted with the Nevada State Highway Patrol, an FBI approved channeling agent, to process and funnel requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.

The HACNLV will do a name check only through its local law enforcement agency to access limited information from the NCIC. Metro criminal checks shall be good for 12 months from date received.

Confidentiality of Criminal Records

The HACNLV will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

(b) APPLYING FOR ADMISSION

Attachment NV007_6.1(b) provides a full program description Applying for Admission

Application Process

Families who wish to apply for any of the HACNLV's programs must complete a written application or an application by phone if designated in HACNLV's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities may call the HACNLV to receive an application through the mail or make other arrangements to complete their pre-application.

- Applications will be mailed to interested families upon request who are out-of-state.
- Applications will be accepted at a central location for all waiting lists.
- Applicants may designate the applicable projects subject to a site-based waiting list for which they wish to apply.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.
   The pre-application will be dated, time-stamped, and referred to the HACNLV's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACNLV ensures that verification of all HUD and HACNLV eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

The HACNLV will utilize a preliminary application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format

The purpose of the pre-application is to permit the HACNLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to respond to requests from the HACNLV to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list.

Notification of Applicant Status

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

This written notification of preliminary eligibility will be mailed to the applicant by first class mail or distributed to a disabled applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the HACNLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation.

Completion of a Full Application

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACNLV staff to review the information on the full application form.

The full application will be mailed to the applicant if they are out of state. HACNLV will conduct a home visit to take the application as a home visit if needed as a reasonable accommodation for a person with a disability.

Processing Applications

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the HACNLV's housing:

Preference verification
Family composition and type (elderly/non elderly)
Annual Income
Assets and Asset Income
Deductions from Annual Income
Social Security Numbers of all family members
Information used in applicant screening
Citizenship or eligible immigration status
Criminal History Report

Processing Applications

After the verification process is completed, the HACNLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HACNLV, and the tenant suitability determination.

Anytime after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten business days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

(c) TENANT SELECTION, ASSISGNMENT PLAN AND WAITING LIST PROCEDURES

Attachment NV007_6.1(c) provides a full program description of Tenant Selection, Assignment Plan & Waiting List Procedures

Management of the Waiting List

The HACNLV will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in order of preference.

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD

Opening and Closing the Waiting Lists

The HACNLV, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the HACNLV to house an applicant in an appropriate unit within a reasonable period of time

When Application Taking is Suspended

The HACNLV may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next 12 to 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, the HACNLV will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening the waiting list.

When the period for accepting applications is over, the HACNLV will add the new applicants to the list by separating the new applicants into groups based on preference and unit size and ranking applicants within each group by date and time of application.

The HACNLV will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of initial intake, the HACNLV will advise families of their responsibility to notify the HACNLV when mailing address change.

Reopening the List

If the waiting list is closed and the HACNLV decides to open the waiting list, the HACNLV will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

Limits on Who May Apply

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to the HACNLV, it establishes the family's date and time of application for placement order on the waiting list with preference points determining the final rank.

Multiple Families in Same Household

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Site Based Waiting Lists

The HACNLV offers a system of site-based waiting lists for HUD-approved designated projects.

The HACNLV maintains separate site-based waiting lists for all current or future mixed financed properties.

Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site. Applicants may designate the project or projects in which they seek to reside.

HACNLV will monitor its site-based wait list annually by comparing data in January to data in October to determine the level of change, if any, in the overall racial, ethnic and disability-related tenant composition at each HACNLV site by analyzing its data.

Every reasonable action will be taken by the HACNLV to assure that applicants can make informed choices regarding the project(s) in which they wish to reside. The HACNLV will disclose information to applicants regarding the location of available sites.

Monitoring Site-Based Waiting Lists

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

The HACNLV adoption of site-based waiting lists is not in violation of any court order or settlement agreement, and is not inconsistent with any pending complaint brought by HUD.

The HACNLV will monitor its system of site-based waiting list annually to assure that racial steering does not occur. If the HACNLV annual analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, the HACNLV will take corrective action.

The HACNLV will assess changes in racial, ethnic or disability-related tenant composition at each HACNLV site that has occurred during the implementation of the site-based waiting lists. The HACNLV will make this assessment based on MTCS data.

The HACNLV has established site-based waiting lists for the following properties:

Casa Rosa

Rose Gardens

Waiting List Preferences

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list.

The HACNLV preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further de-concentration of poverty in public housing. When such matching is required or permitted by current law, the HACNLV will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by the HACNLV to verify their preference and, if verified, the HACNLV will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the HACNLV.

Among applicants with equal preference status, the waiting list will be organized by date and time.

Local Preferences

Local preferences will be used to select among applicants on the waiting list. A public hearing with an opportunity for public comment will be held before the HACNLV adopts any local reference.

The HACNLV uses the following Local Preferences:

Federally Declared Disasters Victims who are holders of S8 or other subsidized programs as defined as eligible units by HUD, in another Jurisdiction within 120 days of the President declaring the disaster for families of federally declared disasters who are public housing residents from another jurisdiction and other eligible disaster-affected families who are income eligible. These persons will receive preferences over other waiting list placeholders. This preference will remain in place until the emergency no longer exists **within 120 days of the President declaring the disaster.**

.....**55 points**

Working Preference. Head or spouse or co-head with at least one adult who is employed at least 20 hours per week, or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is extended equally to elderly families or families whose head or spouse is receiving SSI, SSD, or any other income based on their inability to work. **30 points**

Veteran preference for veteran as defined by State .....**6 points**

Residency preferences for head or spouse who live, work, have been hired to work, or are enrolled full time in an accredited school in the jurisdiction.....**5 points**

Disabled veteran or family (defined as son, daughter, and spouse) of a veteran with a service-connected disability .....**5 points**

Family of (defined as son, daughter, and spouse) a **deceased veteran** with a service-connected death.....**4 points**

Pulling from the Wait List

HACNLV shall for the purpose of income targeting to meet HUD's requirements that 40% of admissions have income of less than 30% of minimum income, pull one applicant with a working preference and one applicant with a non-working preference from our waiting lists. Elderly and disabled families are given the working preference as required by HUD regulations. All preferences claimed are verified at final eligibility determination. If preferences claimed cannot be verified, the applicant is returned to the appropriate placement on our waiting list and a written notice explaining this action is sent to the applicant.

Verification of Preference Qualification[24 CFR 5.415]

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HACNLV in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

Preference Denial[24 CFR 5.415]

If the HACNLV denies a preference, the HACNLV will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 calendar days to request the meeting in writing. If the preference denial is upheld, as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Factors other than Preferences that affect Selection of Applicants

Elderly families may apply for designated housing, for non-designated housing, or for "first available housing with a waiver." Elderly applicants who apply for either non-designated or for "first available with waiver" and as a consequence are housed in non-designated housing will be informed that the priority of any subsequent request for transfer to a designated development will be lowered to that of any other applicant family housed with a waiver.

Units Designated for the Elderly

In accordance with the 1996 Housing Act, Head or Spouse must be at least 62 years of age will be selected for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

The HACNLV will take the following action when processing families for developments designated for the elderly when there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 50-61) will be selected for this type of unit.

Units Designated for the Disabled

HACNLV has no HUD-approved disabled-only designated developments.

Mixed Population Units

A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other HACNLV preferences will be applied.

General Occupancy Units

General occupancy units are designed to house all populations of eligible families. In accordance with the HACNLV occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the HACNLV general occupancy units.

Offer of Placement on the Section 8 Waiting List

This is no longer available due to the divesture of the Housing Choice Vouchers (Section 8 Program) as of March 1, 2009 to the HACLV.

Removal from Waiting List and Purging[24 CFR 960.204(a)

The waiting list will be purged at least annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 14 calendar days, s/he will be removed from the waiting list. If a letter is returned by the Post Office, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. Failure to respond will result in removal from all waiting lists.

Offer of Accessible Units

The HACNLV has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the HACNLV will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the HACNLV control who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the HACNLV will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

Tenant Selection Plan

All elderly families and disabled families are given the working preference as required by HUD regulations. All preferences are verified when applicants are pulled. If the preference claimed cannot be verified as indicated on the preliminary application, the applicant will be placed back on the waiting list in the appropriate order with a written notice explaining this action.

II. Financial Resources

Attachment NV007_6.2 provides information related to the Financial Resources of HACNLV

III. Rent Determination

Attachment NV007_6.3 provides a full program description of the Determination of Total Tenant Payment

Minimum Rent (TTP)

The minimum rent (TTP) for the HACNLV is $50.00. Minimum rent of $50.00 TTP will be applicable to all new move-ins, effective 10/01/03 and at the time of recertification for all residents in occupancy after 10/01/03.

The total tenant payment is the greater of:

- 30% of the adjusted monthly income
- 10% of the monthly income
- The minimum rent as established by the HACNLV

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The total tenant payment does not include charges for excess utility consumption or other charges.

The HACNLV recognizes that in some instances even the minimum rent may create a financial hardship for families. The HACNLV will review all relevant circumstances brought to the HACNLV's attention regarding financial hardship as it applies to minimum rent. *Attachment NV007_6.3 delineates the HACNLV procedures for notification to families of hardship exceptions.*

Exceptions to Minimum Rent

The HACNLV will immediately grant the minimum rent exception to all families who request it.

The Minimum Rent will be suspended until the HACNLV determines whether the hardship is:

Covered by statute

Temporary or long term

If the HACNLV determines that the minimum rent is not covered by statute, the HACNLV will impose a minimum rent including payment for minimum rent from the time of suspension.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the HACNLV or HUD

Temporary Hardship

If the HACNLV determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

Repayment Agreements for Temporary Hardship

The HACNLV will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

Income and Allowances

Income: The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs must be excluded as annual income for the purpose of calculating any rent or assistance.

Adjusted Income is defined as the annual income minus any HUD allowable deductions.

Allowable Deductions

HUD has 5 allowable deductions from annual income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly/disabled" allowance: $400 per household for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment. This amount cannot exceed 50% of the earned income of the person necessary.

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work

Training Income Exclusions[24 CFR 5.609(c)]

The HACNLV believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The HACNLV will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. The HACNLV's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is the HACNLV's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

Attachment NV007_6.3 addresses Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v), Training Income Exclusions in Accordance with 24 CFR 5.609(c) (13), the Exclusion Period, Components Applicable to all Training Programs, Verification Procedures, Employment before Completion of Training Program, and other factors to be considered.

This section shall apply beginning on October 1, 1999. Until that time, the HACNLV will continue applying the training income exclusions under 24 CFR 5.609[8][v] and 5.609[c][13]. Families who qualify for an 18-month exclusion on or before September 30, 1999 or who have not yet completed the 18-month exclusion can continue the exclusion for as long as they qualify under the old rule.

The rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the date on which the employment begins.

A family eligible for the earned income exclusion is a family that occupies a dwelling unit in a public housing project; and

Whose income increases as a result of employment of a member of the family who was previously unemployed for one or more years;

Whose earned income increases during the participation of a family member in any family self-sufficiency or other job training program; or

Who is or was, within six months, assisted under any State program for TANF and whose earned income increases.

Upon the expiration of the 12 month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12 month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

The HACNLV requires public housing residents to report changes in income but does not conduct interim reexaminations for rent increases; except for families that qualify for the earned income disallowance under the QHWRA and/or families eligible for the FSS Program.

Individual Savings Accounts

The HACNLV chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

Training Programs Funded by HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the HACNLV, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

Averaging Income

When annual income cannot be anticipated for a full 12 months, the HACNLV will average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

Minimum Income

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 180 calendar days which will be verified with all federal, state and local agencies and other sources, as appropriate, including credit checks, to verify income sources, and an interim will be submitted to MTCS.

Families that report zero income will be required to provide information in writing regarding their means of basic subsistence, such as food, utilities, transportation, and other subsistence expenses.

If the family's expenses exceed their known income, the HACNLV will make inquiry of the head of household as to the nature of the family's accessible resources.

Utility bills provided by the family which show that the utilities are in another person's name will require further investigation as to whether there is an unauthorized member of the household.

Income of Person Permanently Confined to Nursing Home

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HACNLV will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

> Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member after 180 days or when doctor certification of length of absence is received, whichever comes first.

Regular Contributions and Gifts[24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the tenant share of the rent.

Any contribution or gift received two consecutive months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, Verification Procedures, for further definition.)

If the family's expenses exceed its known income, the HACNLV will question the family about contributions and gifts.

Alimony and Child Support[24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of the family's share of the rental payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HACNLV will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The HACNLV will accept verification that the family is receiving an amount less than the award if:

> The HACNLV receives verification from the agency responsible for enforcement or collection.
>
> The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

Lump-Sum Receipts[24 CFR 5.609(b)(5), (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, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, the HACNLV will calculate retroactively.

Retroactive Calculation Methodology

The HACNLV will go back to the date the lump-sum payment was received, but never further back than the date of admission.

The HACNLV will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HACNLV.

At the HACNLV's option, the HACNLV may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Contributions to Retirement Funds - Assets

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

Assets Disposed of for Less than Fair Market Value

The HACNLV must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. In calculating total assets, the HACNLV will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

The HACNLV's minimum threshold for counting assets disposed of for less than Fair Market value is $5000. If the total value of assets disposed of within the two-year period is less than $5000, they will not be considered an asset.

IV. Operation and Management

The Housing Authority of North Las Vegas administers a contract with the Housing Authority of the City of Las Vegas for the Public Housing program. As of January 7, 2009 the City of North Las Vegas Council approved an inter-local agreement giving City Manager Gregory Rose responsibility for the day-to-day management of the North Las Vegas Housing Authority. Mr. Rose operates as the business agent for the agency.

As of March 1, 2009, the Housing Choice Voucher Program (Section 8) was permanently transferred to the Housing Authority of the City of Las Vegas.

V. Grievance Procedures

The Housing Authority of the City of North Las Vegas (HACNLV) Grievance Procedure is available to all applicants and residents of the following HACNLV Housing Program:

- The HACNLV Conventional Public Housing Program

The purpose of the HACNLV Grievance Procedure is to provide applicants and residents an opportunity for a hearing and/or due process review of HACNLV decisions that adversely affect their housing assistance.

Attachment NV007_6.5 provides a full program description of the Grievance Procedure

VI. Designated Housing for Elderly and Disabled Families

a. The PHA has designated public housing for occupancy only by elderly families as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C 1437e) in the upcoming fiscal year.

b. The PHA has not provided all the required activity description information for this component in the ***optional*** Public Housing Asset Management Table. See Activity Description table below:

Designation of Public Housing Activity Description
1a. Development Name: **Rose Garden Senior Apartments** 1b. Development (project) number: **NV007003**
2. Designation type: **Senior Housing** Occupancy by only the elderly: **Yes**
3. Application status: **Approved; included in PHA's Designation Plan**
4. Date this designation approved, submitted, or planned for submission: **11/01/2000**
5. If approved, will this designation constitute a: New Designation Plan: **No** Revision of a previously-approved Designation Plan: **None**
6. Number of units affected: **120** 7. Coverage of action: **Total development**

VII. Community Service and Self-Sufficiency

(a) COMMUNITY SERVICE

Attachment NV007_6.7(a) provides a full program description of Community Service

Requirements
Each adult resident of the HACNLV shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. HACNLV will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify HACNLV in writing immediately. HACNLV will review the request and notify the individual, in writing, of its determination within 10 calendar days. HACNLV may require those individuals to provide documentation to support their claim.

Exemptions
The HACNLV shall provide an exemption from the community service requirement for any individual who:

Is a family that is currently participating and is in compliance with the Public Housing Family Self-Sufficiency Program.

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][l] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act; HACNLV will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The HACNLV will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The HACNLV will permit residents to change exemption status during the year if status changes.

HACNLV Responsibility

The HACNLV will ensure that all community service programs are accessible for persons with disabilities.

The HACNLV will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the HACNLV's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

HACNLV Implementation of Community Service Requirement

HACNLV will provide the family with a copy of the Community Service Policy found in Exhibit 14-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

Eligible Community Service Requirements

All community service performed will be verified by acceptable third part verification and may include:

Community Service with a Certified Resident Council, on site resident Service contractor.

Volunteering in community activities, such as clean up, graffiti removal, painting, neighborhood reduction of criminal activity such as resident patrol and neighborhood watch programs.

Community service with faith based organizations

Any other community service organization that is pre approved by HACNLV

Public educational facility.

(b) Family-Self-Sufficiency

This section has been deleted with the movement of the program to HACLV.

VIII. Safety and Crime Prevention

HACNLV is EXEMPT from submitting a Safety and Crime Prevention Statement, etc.

IX. Pet Policy

Attachment NV007_6.9 provides the full description of the Pet Policy, including the Management's Approval of Pets, Standards for Pets, Registration, Administration, and Other Restrictions, etc.

INTRODUCTION

This chapter explains the HACNLV's 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 of the HACNLV 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 HACNLV.

The purpose of this policy is to establish the HACNLV's policy and procedures for ownership of pets 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.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the HACNLV.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

The HACNLV Pet Policy does not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

X. Civil Rights Certifications

This Housing Authority complies with all program requirements established by the U.S. Department of Housing and Urban Development that implement the civil rights laws listed below:

- Title VI of the Civil Rights act of 1964, which prohibits discrimination based on race, color or national origin in programs receiving Federal financial assistance;
- Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin or sex in the sale, rental or advertising of housing;
- Section 504 of the Rehabilitation act of 1973, which prohibits discrimination based on handicap in programs receiving Federal financial assistance;
- The Age Discrimination Act of 1975, which prohibits discrimination based on age in reprograms receiving Federal financial assistance; and
- Executive Order 11063, which requires HUD to take whatever action is necessary to prohibit discrimination, based on race, color, national origin, religion (creed) or sex in housing receiving Federal financial assistance.
- All of the Housing Authority's occupancy policies including the Admissions and Continued Occupancy Policy (ACOP), the Dwelling Lease and the Grievance Procedure all comply with HUD requirements and the legislative intent associated with these laws;

- Section 504 of the Rehabilitation act of 1973, which prohibits discrimination based on handicap in programs receiving Federal financial assistance;
- The Age Discrimination Act of 1975, which prohibits discrimination based on age in reprograms receiving Federal financial assistance; and
- Executive Order 11063, which requires HUD to take whatever action is necessary to prohibit discrimination, based on race, color, national origin, religion (creed) or sex in housing receiving Federal financial assistance.

All of the Housing Authority's occupancy policies including the Admissions and Continued Occupancy Policy (ACOP), the Section 8 Administrative Plan, the Dwelling Lease and the Grievance Procedure all comply with HUD requirements and the legislative intent associated with these laws.

All of the Housing Authority's occupancy policies including the Admissions and Continued Occupancy Policy (ACOP), the Section 8 Administrative Plan, the Dwelling Lease and the Grievance Procedure all comply with HUD requirements and the legislative intent associated with these laws.

XI. Fiscal Year Audit

Attachment NV007_6.11 contains the most recent Fiscal Year Audit.

XII. Asset Management

HACNLV is EXEMPT from submitting an Asset Management Statement

XIII. Violence Against Women Act (VAWA)

a. Notification and Victim Documentation

The PHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny admission to an applicant family, the PHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence or stalking, and

One of the following:

A police or court record documenting the actual or threatened abuse, or

At statement signed by an employee, agent or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal review or must request an extension in writing at that time. If the applicant so requests, the PHA will grant an extension of ten (10) business days, and will postpone scheduling the applicant's informal review until after it has received the documentation or the extension period had elapsed. If after reviewing the documentation provided by the applicant the PHA determines the family is eligible for assistance, no informal review will be scheduled and the PHA will proceed with admission of the applicant family.

b. Perpetrator Removal or Documentation of Rehabilitation

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the PHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects to the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

c. PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

7.0

Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

A. Hope VI or Mixed Finance Modernization or Development

a. The PHA has NOT received a HOPE VI revitalization grant.

b. Not applicable

c. The PHA does NOT plan to apply for a HOPE VI Revitalization grant in the Plan year.

d. The PHA will NOT be engaging in any mixed-finance development activities for public housing in the Plan year.

e. The PHA will NOT be conducting any other public housing development or replacement activities for public housing in the Plan year.

B. Demolition and/or Disposition

a. The PHA does plan to conduct 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.

b. The PHA has not provided the activities description information in the optional Public Housing Asset Management Table.

Demolition/Disposition Activity Description
1a. Development Name: Casa Rosa 1b. Development (project) Number: NV39P07004
2. Activity Type: Disposition
3. Application Status: Submitted, pending approval
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 87
6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: February 1, 2009 b. Projected end date of activity: June 30, 2009

Demolition/Disposition Activity Description
1a. Development Name: Casa Rosa 1b. Development (project) Number: NV39P07004
2. Activity Type: Demolition
3. Application Status: Submitted, Approved
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 87
6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: February 1, 2009 b. Projected end date of activity: June 30, 2009

Demolition/Disposition Activity Description
1a. Development Name: Rose Garden 1b. Development (project) Number: NV39P07003
2. Activity Type: Disposition
3. Application Status: Submitted, pending approval
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 120
6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: February 1, 2009 b. Projected end date of activity: June 30, 2009

Demolition/Disposition Activity Description
1a. Development Name: Rose Garden 1b. Development (project) Number: NV39P07003
2. Activity Type: Demolition
3. Application Status: Submitted, pending approval
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 87
6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: February 1, 2009 c. Projected end date of activity: June 30, 2009

C. Conversion of Public Housing

a. PHA developments or portions of developments have been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act.

b. The PHA has not provided all required activity description information for this component in the optional Public Housing Asset Management Table

Conversion of Public Housing Activity Description
1a. Development Name: 1b. Development (project) Number:
2. What is the status of the required assessment: Assessment underway
3. Is a Conversion Plan required: Yes
4. Status of Conversion Plan: Conversion Plan in development
5. Description of how requirements of Section 202 are being satisfied by means other than conversion: Requirements no longer applicable; site has less than 300 units.

D. Homeownership

These activities have been transferred to the Housing Authority of the City of Las Vegas as part of the transfer of the Section 8 program, effective March 1, 2009.

E. Project-based Vouchers

HACNLV does not have any projects that qualify for this section.

8.0

Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.

Attachment NV007_8.0 provides a full description of the Capital Improvement Plan.

8.1

Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.

Attachment NV007_8.0 provides a full description of the Capital Fund Program Annual Statement/Performance and Evaluation Report.

8.2

Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

Attachment NV007_8.0 provides a full description of the Capital Fund Program Five-Year Action Plan.

8.3

Capital Fund Financing Program (CFFP).

☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0

Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Statement of Housing Needs
[24 CFR Part 903.7 9 (a)]

Housing Needs of Families in the Jurisdiction served by HACNLV

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	13,494	5	5	5	5	2	5
Income >30% but <=50% of AMI	14,278	5	5	5	5	3	3
Income >50% but <80% of AMI	13,346	1	1	1	5	1	2
Elderly	15,182	5	4	5	5	3	3
Families with Disabilities	21,971	5	5	5	5	5	5
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						

HACNLV used the Consolidated Plan of the Jurisdiction/s Clark County, Nevada, Amended Consolidated Plan 2005-2009.

Housing Needs of Families on the Waiting List

Waiting list type: Public Housing			
	# of families	% of total families	Annual Turnover
Waiting list total	450		77
Extremely low income (<=30% AMI)	351	78%	
Very low income (>30% but <=50% AMI)	83	18%	
Low income (>50% but <80% AMI)	15	3%	
Families with children	310	69%	
Elderly families	77	17%	
Families with Disabilities	6	1%	
White/Hispanic	66	15%	
White/Non-Hispanic	104	23%	
Black/Hispanic	0	0%	
Black/Non-Hispanic	261	58%	
Amer Ind/Hispanic	0	0%	
Amer Ind/Non-Hispanic	5	1%	
Pacific Isl/Hispanic	1	0%	
Pacific Isl/Non-Hispanic	7	2%	
Asian/Hispanic	1	0%	
Asian/Non-Hispanic	3	1%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	425	59%	27
2 BR	145	20%	23
3 BR	148	20%	19
4 BR	9	1%	20
5 BR	0	0%	
5+ BR			
The waiting list is not closed			

9.1 **Strategy for Addressing Housing Needs.** Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

The Housing Authority of the City of North Las Vegas will review the waiting list as space becomes available to address the needs of families in our community.

(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:

- 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
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies

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

- 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

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

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

- Adopt rent policies to support and encourage work
- Explore the development of additional affordable housing through the Section 202 and Low-income housing tax credit programs

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

- Adopt rent policies to support and encourage work

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Continue to pursue housing opportunities utilizing the low-income housing tax credit program, Section 202 housing program or bond financing, if feasible

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Pursue housing opportunities utilizing the Section 811 program

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs

Other Housing Needs & Strategies:

- 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

10.0	**Additional Information.** Describe the following, as well as any additional information HUD has requested. (a) Progress in Mission and Goals: The current management team is assessing the viability of the Housing Authority of the City of North Las Vegas. While at the same time we work to achieve the mission and goals set forth by the board. (b) Significant Amendment: The Housing Authority has adopted many of the policies of the City of Las Vegas Housing Authority in order to improve process and procedures. These changes should make transition into a consolidated Authority possible.
11.0	**Required Submission for HUD Field Office Review.** In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the ublic of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

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

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

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

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

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

5.0 Five-Year Plan
'dentify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6).
:omplete only at 5-Year update.

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

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

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

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

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

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

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

(b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

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

(d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progres on any open grants previously funded or CFFP; and

(c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

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

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

(a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1, ***Capital Fund Program Annual Statement/Performance and Evaluation Report*** **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or___ Annual PHA Plan for the PHA fiscal year beginning 09 *, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

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

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

Housing Authority of the City of North Las Vegas
PHA Name

NV007
PHA Number/HA Code

X 5-Year PHA Plan for Fiscal Years 2009 - 2010

X Annual PHA Plan for Fiscal Years 2009 - 2010

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

Name of Authorized Official	Title
William E. Robinson	Chairman of the Board
Signature	Date 4/15/2009

RESOLUTION NO. 2009-005

Public Housing Authority (PHA) Certifications of Compliance with the PHA Plans and Related Regulations: Board resolution to accompany the *Standard Annual, Standard 5-Year/Annual, and Streamlined 5-Year/Annual* PHA Plans

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 2009 Standard Annual, 2009 Standard 5-Year/Annual or 2009 Streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 2009, hereinafter referred to as "the Plan", of which this document is a part, and make the following certifications and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof.

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.

2. The Plan contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.

3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.

4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.

5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.

6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.

7. For PHA Plan that includes a policy for site-based waiting lists:

- The PHA regularly submits required data to HUD's Multifamily Tenants Characteristics System (MTCS) in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD.

- The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing.
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR Part 903.7(c)(1).

8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

10. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, (F).

12. The PHA has submitted with the Plan, a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence federal transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real property Acquisitions Policies Act of 1970 and implementing regulations at 49 CFR Part 24, as applicable.

14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.

16. With respect to public housing, the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State Local and Federal Recognized Indian Tribal Governments).

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA

Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the City of North Las Vegas
PHA Name

NV007
PHA Number/HA Code

___ Standard PHA Plan for Fiscal Year: 2009

Y Standard Five-Year PHA Plan for Fiscal Years 2009-2013, including Annual Plan for FY 2009

___ Streamlined Five-Year PHA Plan for Fiscal Years 2009-2013, including Annual Plan for FY 2009

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

Name of Authorized Official/PHA Board Chair or other authorized PHS officer:	Title
WILLIAM ROBINSON	CHAIR
Signature: X	Date: 4/14/09

Mayor
Shari L. Buck

Council Members
William E. Robinson
Robert L. Eliason
Anita G. Wood
Richard J. Cherchio

CITY OF
NORTH LAS VEGAS
Your Community of Choice

City Manager
Gregory E. Rose

Office of Housing and Neighborhood Services
2240 Civic Center Drive · North Las Vegas, Nevada 89030
Telephone: (702) 633-1532 · Fax: (702) 642-1511 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

April 15, 2009

Gregory E. Rose
Agent
Housing Authority of the City of North Las Vegas
1632 Yale Street
North Las Vegas, NV 89030

RE: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS (HACNLV)
ANNUAL PLAN

Dear Mr. Rose:

Attached is the signed Certification by Local Official of PHA Plan Consistency with the Consolidated Plan form. If you have any questions concerning the certification or Consolidated Plan, please feel free to contact me at 633-1524.

Sincerely,

Kenny Young
Sr. Assistant to the City Manager
Office of Housing & Neighborhood Services

Enclosure

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

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

I, Kenny Young the Senior Assistant to the City Manager certify that the Five Year and Annual PHA Plan of the Housing Authority of the City of North Las Vegas is consistent with the Consolidated Plan of City of North Las Vegas prepared pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

4/15/09

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

Civil Rights Certification

Annual Certification and Board Resolution

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

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

Housing Authority of the City of North Las Vegas	NV007
PHA Name	PHA Number/HA Code

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

Name of Authorized Official	William E. Robinson	Title	Chairman of the Board
Signature	William E. Robinson	Date	4/15/2009

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of North Las Vegas

Program/Activity Receiving Federal Grant Funding

Public Housing Operating Funds & Capital Grant Funds

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

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

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

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

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

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

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

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

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

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

Name of Authorized Official	Title
Gregory E. Rose	Agent

Signature

X

Date 4/15/2009

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Housing Authority of the City of North Las Vegas

Program/Activity Receiving Federal Grant Funding

Public Housing Operating Funds & Capital Grant Fund

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Gregory E. Rose	Agent

Signature

Date (mm/dd/yyyy)

4/15/2009

Previous edition is obsolete

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☒ Prime ☐ Subawardee Tier _____, *if known*: 1632 Yale Street N. Las Vegas, NV 89030 **Congressional District**, *if known*: 4c	N/A **Congressional District**, *if known*:
6. Federal Department/Agency: U.S. Department of Housing & Urban Development	**7. Federal Program Name/Description:** Public Housing Operating Fund, Public Housing Capital Fund CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Gregory E. Rose
Title: Agent
Telephone No.: 7026331005 Date: 4/15/2009

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

HACNLV - Resident Advisory Board Meeting
Senior Center
30-Jan-09

Guest	Address	Phone Number
Betty J. Berunor	1632 Yale St., # 204	394-0146
Grace B. Collins	1632 Yale St., # 222	349-6549
Mary Fields	1632 Yale St., # 109	633-4467
Warren Harfepler	1632 Yale St., # 327	n/a
Minnie Walden	1632 Yale St., # 235	646-1627
Thomas Stacey	1632 Yale St., # 240	382-8134
Sund Chin	1632 Yale St., # 236	399-9248
Linda Mills	1632 Yale St., # 211	642-6454
George Abramoning	1632 Yale St., # 124	286-6667
Laura Gelkins	1632 Yale St., # 137	649-9211
Woodrow Covingkor	1632 Yale St., # 112	n/a
Millow Salca	1632 Yale St., # 203	n/a
Kenneth Holmes	1632 Yale St., # 307	n/a
Goepec Wavis	1632 Yale St., # 212	n/a
Janet Jophey	1632 Yale St., # 102	n/a
Ernestine Stucky	1632 Yale St., # 305	n/a
Lame Woyalytre	1632 Yale St., # 309	n/a
Stafford G. Phyllis	1632 Yale St., # 202	n/a
Larry Lee	Rose Garden, # 317	642-3382
LaSama Banko	1632 Yale St., # 115	n/a
Lack Phillips	1632 Yale St., # 230	n/a
Edward Tolm	1632 Yale St., # 139	n/a
Oscar Thama	1632 Yale St., # 327	n/a
Mary Donnell	1632 Yale St., # 218	n/a
Lona Richards	1632 Yale St., # 311	n/a

HACNLV - Resident Advisory Board Meeting
Senior Center
January 30, 2009 - 11 am

SIGN-IN

Guest	Address	Phone Number	Interest in serving on advisory board (yes/no)
Betty J. Beaumont	1632 Yale St #204	394-0[illegible]	
Grace B. Collins	1632 Yale ST. # 222	387-6547	
Mary Fields	1632 Yale # 109	633-4467	
Wanda Kirkpatrick	1632 Yale #328	—	
Minnie Walden	1632 Yale 235	646-1627	
Thomas Stacey	1632 Yale 241	382-8134	
Sund Thin	1632 Yale 236	389-[illegible]	
Linda Mills	1632 Yale 211	642-6954	
[illegible]	" " 124	[illegible]	
Laura Collins	# 137	649-9211	
Woodrow Coordinator	# 112		

HACNLV - Resident Advisory Board Meeting
Senior Center
January 30, 2009 - 11 am

SIGN-IN

Guest	Address	Phone Number	Interest in serving on advisory board (yes/no)
Milon Salca	1632 yale st. #203 N. Las Vegas		
Kenneth Holmes	1632 yale st # 307 N. Las Vegas		
[illegible]	1632 Yale #212		
Janet Loshay	1632 Yale #102		
Ernestine Stewart	1632 yale #305		
[illegible]	1632 yale st Apt 309		
STAFFORD PHYLLIS G	1632 Yale #202		
Larry La	[illegible] #317	642 3382	Re empty apts on north #3
LaDonna Banks	1632 yale apt # 115		X
Jack Phillips	1632 yale apt # 230		

HACNLV - Resident Advisory Board Meeting
Senior Center
January 30, 2009 - 1:30 pm

SIGN-IN

Guest	Address	Phone Number	Interest in serving on advisory board (yes/No)
Edward Tolmer	#139	[illegible]	
[illegible]	327		
Mary Donnell	219		
Lona Richards	311		

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

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

Part 1: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Housing Authority of the City of North Las Vegas	Capital Fund Grant No: **NV39S00750109** Replacement Housing Factor Fund No: Date of CFFP: _____	**2009** FFY of Grant Approval

Type of Grant

■ **Original Annual Statement** ☐ **Reserve for Disaster/Emergency** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	37,200			
3	1408 Management Improvements	54,500			
4	1410 Administration (may not exceed 10% of line 21)	37,200			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	20,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	12,000			
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	50,000			
13	1475 Nondwelling Equipment				
14	1485 Demolition	161,100			
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2-19)	**372,000**			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Cost				
24	Amount of line 20 Related to Security - Hard Cost	54,500			
25	Amount of line 20 Related to Energy Conservation Measures				

Draft

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

Part 1: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Housing Authority of the City of North Las Vegas	Capital Fund Grant No: **NV39S00750109** Replacement Housing Factor Fund No: Date of CFFP: _____	**2009** FFY of Grant Approval

Type of Grant
■ Original Annual Statement ☐ Reserve for Disaster/Emergency ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised [2]	Obligated	Expended
Signature of Executive Director		Date	Signature of Public Housing Director		Date

Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FFY of Grant:
Housing Authority of the City of North Las Vegas	Capital Fund Program Grant No: **NV39P00750109** Replacement Housing Factor Grant No:	**2009**

Draft

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated	Funds Expended [2]	
HA-Wide Soft	Operations	1406		37,200				
Costs	SUB-TOTAL			**37,200**				
	Security	1408		54,500				
	SUB-TOTAL			**54,500**				
	Administrative Salaries & Benefits	1410		37,200				
	SUB-TOTAL			**37,200**				
Rose Gardens	Roofing Consultant	1430		20,000				
NV007-003	SUB-TOTAL			**20,000**				
	Update Landscaping	1450		12,000				
	SUB-TOTAL			**12,000**				
	Community Center Roof Upgrade	1470		50,000				
	SUB-TOTAL			**50,000**				
Casa Rosa	Demolition of Casa Rosa	1485		161,100				
NV007-004	SUB-TOTAL			**161,100**				
	TOTAL			**372,000**				

[1] To be completed for the Performance and Evaluation Report

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

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of North Las Vegas** | Federal FFY of Grant: **2009**

Capital Fund Program No: **NV39P00750109**

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Rose Gardens	6/12/2011		6/12/2013		
NV007-003					
Casa Rosa	6/12/2011		6/12/2013		
NV007-004					

Draft

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

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

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

Part 1: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Housing Authority of the City of North Las Vegas	Capital Fund Grant No: **NV39S00750109** Replacement Housing Factor Fund No: Date of CFFP: _____	**2009** FFY of Grant Approval

Type of Grant

■ **Original Annual Statement** ☐ **Reserve for Disaster/Emergency** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	46,980			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	75,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	347,818			
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2-19)	469,798			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Cost				
24	Amount of line 20 Related to Security - Hard Cost				
25	Amount of line 20 Related to Energy Conservation Measures				

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

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

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

Part 1: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Housing Authority of the City of North Las Vegas	Capital Fund Grant No: **NV39S00750109** Replacement Housing Factor Fund No: Date of CFFP: _____	**2009** FFY of Grant Approval

Type of Grant

■ **Original Annual Statement** ☐ **Reserve for Disaster/Emergency** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended

Signature of Executive Director	Date	Signature of Public Housing Director	Date

Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FFY of Grant:
Housing Authority of the City of North Las Vegas	Capital Fund Program Grant No: **NV39S00750109** Replacement Housing Factor Grant No:	**2009**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated	Funds Expended [2]	
	Administrative Salaries & Benefits	1410		46,980				
	SUB-TOTAL			**46,980**				
Casa Rosa	Hazardous Materials Consultant	1430		75,000				
NV007-004								
	SUB-TOTAL			**75,000**				
	Demolition of Casa Rosa	1485		347,818				
	SUB-TOTAL			**347,818**				
	TOTAL			**469,798**				

[1] To be completed for the Performance and Evaluation Report

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

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of North Las Vegas** | Federal FFY of Grant: **2009**

Capital Fund Program No: **NV39S00750109**

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Casa Rosa	3/18/2010		3/18/2012		
NV007-004					

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

Capital Fund Program (CFP)

FY 2008

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **Part 1: Summary** as of 03/31/09

PHA Name: **HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS**	Grant Type and Number Capital Fund Program Grant No: **NV39P00750108**	Federal FY of Grant: **2008**

____Original Annual Statement __ Reserve for Disasters/ Emergencies X Revised Annual Statement (revision no: 03)

___ Performance and Evaluation Report for Period Ending: __ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Est. Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	35,000	37,114	37,114	-
3	1408 Management Improvements	70,000	64,929	56,079	-
4	1410 Administration	35,000	37,114	37,114	-
5	1411 Audit	1,000	-	-	-
6	1415 Liquidated Damages				
7	1430 Fees and Costs	18,525	-	-	-
8	1440 Site Acquisition				
9	1450 Site Improvement	50,000	30,000	8,850	-
10	1460 Dwelling Structures	85,000	33,000	23,000	-
11	1465.1 Dwelling Equipment—Nonexpendable	2,475	-	-	-
12	1470 Nondwelling Structures	43,000	-	-	-
13	1475 Nondwelling Equipment	5,000	2,000	-	-
14	1485 Demolition	-	166,990	-	-
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency	5,000	-	-	-
20	**Amount of Annual Grant: (sum of lines 2-19)**	350,000	371,147	162,157	-
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance		-	-	-
23	Amount of line 20 Related to Security	50,000	57,229	54,229	-
24	Amount of line 20 Related to Energy Conservation				

Signature of Executive Director	Date	Signature of Public Housing Director	Date

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) as of 03/31/09

Part II: Supporting Pages CFP #: NV39P007501-08 Rev3

Development Number/Name	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
HA-Wide Soft	Operations	1406		35,000.00	37,114.00	37,114.00	0.00	
Costs	SUB-TOTAL			35,000.00	37,114.00	37,114.00	0.00	
	Upgrade computer hardware	1408		5,000.00	1,900.00			Reduced
	Upgrade computer software	1408		4,000.00	800.00			Reduced
	Employee Training	1408		5,000.00	5,000.00	1,850.00		
	Consultant	1408		6,000.00	0.00			Reduced
	Security	1408		50,000.00	57,229.00	54,229.00		
	SUB-TOTAL			70,000.00	64,929.00	56,079.00	0.00	
	Administrative Salaries & Benefits	1410		35,000.00	37,114.00	37,114.00		
	SUB-TOTAL			35,000.00	37,114.00	37,114.00	0.00	
	Audit	1411		1,000.00	0.00			Reduced
	SUB-TOTAL			1,000.00	0.00	0.00	0.00	
	A&E / 504 compliance	1430		18,525.00	0.00			Reduced
	SUB-TOTAL			18,525.00	0.00	0.00	0.00	
HA-Wide Hard	Maintenance Tools	1475		5,000.00	2,000.00			Reduced
Costs	SUB-TOTAL			5,000.00	2,000.00	0.00	0.00	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) as of 03/31/09

Part II: Supporting Pages CFP #: NV39P007501-08 Rev3

Development Number/Name	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
Rose Garden	Replace Exterior Lighting	1450		25,000.00	25,000.00	8,850.00		
NV007-003	Repair/replace main sewer lines				5,000.00			Reduced
	SUB-TOTAL			25,000.00	30,000.00	8,850.00	0.00	
	Replace elevator	1460	1	60,000.00	33,000.00	23,000.00		Reduced
	SUB-TOTAL			60,000.00	33,000.00	23,000.00	0.00	
	504 self cleaning stoves	1465	6	1,350.00	0.00			Reduced
	SUB-TOTAL			1,350.00	0.00	0.00	0.00	
	Replace Lobby Counters to meet 504	1470		5,000.00	0.00			Reduced
	Renovate public restrooms to meet 504	1470	4	38,000.00	0.00			Reduced
	SUB-TOTAL			43,000.00	0.00			
Casa Rosa	Replace Exterior Lighting	1450		25,000.00	0.00			
NV007-004	SUB-TOTAL			25,000.00	0.00	0.00	0.00	
	Replace roofs	1460	1	25,000.00	0.00			Reduced
	SUB-TOTAL			25,000.00	0.00	0.00	0.00	
	504 self cleaning stoves	1465	5	1,125.00	0.00			
	SUB-TOTAL			1,125.00	0.00	0.00	0.00	
	Demolition	1485		0.00	166,990.00			Added
	SUB-TOTAL			0.00	166,990.00	0.00	0.00	
	Contingency	1502		5,000.00	0.00			Reduced
	SUB-TOTAL			5,000.00	0.00	0.00	0.00	
	GRAND TOTAL			350,000.00	371,147.00	162,157.00	0.00	

Signature of Executive Director Date

Signature of Public Housing Director Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule **as of 03/31/09**

PHA Name: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program No: NV39P00750108	FFY of Grant: 2008

Development Number/Name HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide Activities	9/30/2010	6/12/2010		9/30/2012	6/12/2012		
Rose Garden	9/30/2010	6/12/2010		9/30/2012	6/12/2012		
NV007-003							
Casa Rosa	9/30/2010	6/12/2010		9/30/2012	6/12/2012		
NV007-004							

Signature of Executive Director	Date	Signature of Public Housing Director	Date

Capital Fund Program (CFP)

FY 2007

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **Part 1: Summary** **as of 03/31/09**

PHA Name: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program Grant No: NV39P00750107	Federal FY of Grant: 2007
__Original Annual Statement	__ Reserve for Disasters/ Emergencies	_x_ Revised Annual Statement (revision no: 4)
__ Performance and Evaluation Report for Period Ending:		__ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	36,064.00	36,064.00	36,064.00	26,648.01
3	1408 Management Improvements	72,128.00	71,896.18	71,896.18	51,093.18
4	1410 Administration	36,064.00	36,064.00	36,064.00	13,797.54
5	1411 Audit	1,200.00	200.00	200.00	200.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	23,000.00	5,700.00	5,700.00	5,700.00
10	1460 Dwelling Structures	143,687.00	188,531.84	188,531.84	96,464.25
11	1465.1 Dwelling Equipment—Nonexpendable	8,500.00	8,036.00	8,036.00	8,036.00
12	1470 Nondwelling Structures	-	-		-
13	1475 Nondwelling Equipment	35,000.00	9,999.98	1,129.98	1,129.98
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	-	4,151.00	4,151.00	-
18	1498 Mod Used for Development				
19	1502 Contingency	5,000.00	-	-	-
20	**Amount of Annual Grant: (sum of lines 2-19)**	**360,643.00**	**360,643.00**	**351,773.00**	**203,068.96**
21	Amount of line 20 Related to LBP Activities			97.54%	
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security	52,128	52,128	52,128	31,325.00
24	Amount of line 20 Related to Energy Conservation				

Signature of Executive Director -	Date	Signature of Public Housing Director	Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

as of 03/31/09

Part II: Supporting Pages

CFP #: NV39P007501-07 (Rev4)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised	Obligated	Expended	Balance	
HA-Wide Soft	Operations	1406		36,064	36,064.00	36,064.00	26,648.01	9,415.99	
Costs	SUB-TOTAL			36,064	36,064.00	36,064.00	26,648.01	9,415.99	
	Upgrade computer software & hardware	1408		9,000	19,768.18	19,768.18	19,768.18	-	Reduced and Expended
	Employee Training	1408		11,000	-	-	-	-	
	Consultant	1408		-	-	-	-	-	
	Security	1408		52,128	52,128.00	52,128.00	31,325.00	20,803.00	
	SUB-TOTAL			72,128	71,896.18	71,896.18	51,093.18	20,803.00	
	Administrative Salaries & Benefits	1410		36,064	36,064.00	36,064.00	13,797.54	22,266.46	
	SUB-TOTAL			36,064	36,064.00	36,064.00	13,797.54	22,266.46	
	Audit	1411		1,200	200.00	200.00	200.00	-	Reduced and Expended
	SUB-TOTAL			1,200	200.00	200.00	200.00	-	
Rose Garden	Update landscaping	1450		5,000	5,700.00	5,700.00	5,700.00	-	Increased and Expended
NV007-003	SUB-TOTAL			5,000	5,700.00	5,700.00	5,700.00	-	
	Abate mold/rehab	1460		500	-	-	-	-	
	Replace window blinds	1460		5,000	5,094.89	5,094.89	5,094.89	-	Reduced and Expended
	Paint bldg exterior	1460		20,000	-			-	
	Replace carpeting	1460		15,000	4,626.66	4,626.66	4,626.66	-	Reduced and Expended
	Replace screens	1460		4,500	-	-	-	-	Reduced
	Resurface bath tubs	1460		1,000	-	-	-	-	Reduced
	Replace water heaters	1460		1,000	999.75	999.75	999.75	-	Reduced and Expended
	Replace Elevator	1460		-	92,067.59	92,067.59		92,067.59	Increased
	Paint building interior	1460		15,000	2,725.00	2,725.00	2,725.00	-	Reduced and Expended
	SUB-TOTAL			62,000	105,513.89	105,513.89	13,446.30	92,067.59	
	Refrigerators & stoves	1465		5,000	4,025.00	4,025	4,025.00	-	
	SUB-TOTAL			5,000	4,025.00	4,025	4,025.00	-	
	Renovate Laundry Rooms	1470		-	-	-	-	-	Reduced
	SUB-TOTAL			-	-	-	-	-	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **as of 03/31/09**

Part II: Supporting Pages CFP #: NV39P007501-07 (Rev4)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised	Obligated	Expended	Balance	
Casa Rosa	Update landscaping	1450		15,000	-	-	-	-	
NV007-004	Replace Sidewalks	1450		3,000	-	-	-	-	
	SUB-TOTAL			18,000	-	-	-	-	
								-	
	Abate mold/rehab	1460		500	-	-	-	-	
	Add fiber to Tot Lots	1460		-	-	-	-	-	
	Paint/update Buildings Exterior	1460		26,187	-	-	-	-	
	Replace unit floor coverings	1460		20,000	45,513.59	45,513.59	45,513.59	-	
	Replace closet doors	1460		3,500	-	-	-	-	
	Replace furnaces/heating units	1460		16,500	29,375.00	29,375.00	29,375.00	-	
	Paint building interiors	1460		15,000	8,129.36	8,129.36	8,129.36	-	Reduced and Expended
	SUB-TOTAL			81,687	83,017.95	83,017.95	83,017.95	-	
	Refrigerators & stoves	1465		3,500	4,011.00	4,011.00	4,011.00	-	
	SUB-TOTAL			3,500	4,011.00	4,011.00	4,011.00	-	
	Relocation Cost	1495.1		-	4,151.00	4,151.00	-	4,151.00	
	SUB-TOTAL			-	4,151.00	4,151.00	-	4,151.00	
HA-Wide Hard	Maintenance Tools	1475		6,500	6,370.00	-	-	6,370.00	
	Community space equipment	1475		2,500	2,500.00	-	-	2,500.00	
	Office equipment	1475		1,000	1,129.98	1,129.98	1,129.98	-	
	Vehicle Replacement	1475		25,000	-	-	-	-	
	SUB-TOTAL			35,000	9,999.98	1,129.98	1,129.98	8,870.00	
	Contingency	1502		5,000	-	-	-	-	
	SUB-TOTAL			5,000	-	-	-	-	
	GRAND TOTAL			360,643	360,643.00	351,773.00	203,068.96	157,574.04	

Signature of Executive Director - Date

Signature of Public Housing Director Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

as of 03/31/09

Part III: Implementation Schedule

CFP #: NV39P007501-07 (Rev4)

PHA Name; HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program No: NV39P00750107	FFY of Grant: 2007

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	
HA-Wide Activities	9/12/2009			9/12/2011			As recorded in E-loccs
Rose Garden	9/12/2009			9/12/2011			
NV007-003							
Casa Rosa	9/12/2009			9/12/2011			
NV007-004							

Signature of Executive Director -	Date	Signature of Public Housing Director	Date

Capital Fund Program (CFP)

FY 2006

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **Part 1: Summary** **as of 12/31/2008**

PHA Name: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program Grant No: **NV39P00750106**	Federal FY of Grant: 2006

__Original Annual Statement __ Reserve for Disasters/ Emergencies _x_ Revised Annual Statement (revision no: 8)

_X_ Performance and Evaluation Report for Period Ending: **12/31/2008** __ 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	35,607.00	187,769.76	187,769.76	35,607.00
3	1408 Management Improvements	71,214.00	71,214.00	71,214.00	71,214.00
4	1410 Administration	35,607.00	35,607.00	35,607.00	35,607.00
5	1411 Audit	1,000.00	1,000.00	1,000.00	1,000.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	50,000.00	0.00	0.00	0.00
10	1460 Dwelling Structures	126,338.00	45,605.57	45,605.57	45,605.57
11	1465.1 Dwelling Equipment—Nonexpendable	7,190.00	5,760.00	5,760.00	5,760.00
12	1470 Nondwelling Structures	5,000.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	34,642.00	19,641.67	19,641.67	19,641.67
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant: (sum of lines 2-19)**	**366,598.00**	**366,598.00**	**366,598.00**	**214,435.24**
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security	58,913	58,913	58,913	58,913
24	Amount of line 20 Related to Energy Conservation				

Signature of Executive Director Date 1/22/09 Signature of Public Housing Director Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **as of 12/31/2008**
Part II: Supporting Pages CFP #: NV39P007501-06 (Rev8)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised	Obligated	Expended	Balance	
HA-Wide Soft	Operations	1406		35,607	187,769.76	187,769.76	35,607.00	152,162.76	in-progress
Costs	SUB-TOTAL			35,607	187,769.76	187,769.76	35,607.00	152,162.76	
	Upgrade computer software & hardware	1408		9,148	9,603.53	9,603.53	9,603.53	-	completed
	Employee Training	1408		3,153	2,697.19	2,697.19	2,697.19	-	completed
	Consultant	1408		-	-	-	-	-	
	Security	1408		58,913	58,913.28	58,913.28	58,913.28	-	completed
	SUB-TOTAL			71,214	71,214.00	71,214.00	71,214.00	-	
	Administrative Salaries & Benefits	1410		35,607	35,607.00	35,607.00	35,607.00	-	completed
	SUB-TOTAL			35,607	35,607.00	35,607.00	35,607.00	-	
	Audit	1411		1,000	1,000.00	1,000.00	1,000.00	-	completed
	SUB-TOTAL			1,000	1,000.00	1,000.00	1,000.00	-	
Rose Garden	Update landscaping	1450		5,000	-	-	-	-	removed
NV007-003	Replace Exterior Lighting	1450		45,000	-	-	-	-	removed
	SUB-TOTAL			50,000	-	-	-	-	
	Abate mold/rehab	1460		-	-	-	-	-	
	Replace carpeting	1460		11,365	8,833.69	8,833.69	8,833.69	-	completed
	Resurface bath tubs	1460		2,058	2,057.76	2,057.76	2,057.76	-	completed
	Replace screens	1460		-	-	-	-	-	cancelled
	Replace water heaters	1460		2,179	2,178.51	2,178.51	2,178.51	-	completed
	Paint building exterior	1460		80,000	-	-	-	-	
	Paint building interior	1460		10,086	11,885.61	11,885.61	11,885.61	-	completed
	SUB-TOTAL			105,688	24,955.57	24,955.57	24,955.57	-	
	Refrigerators & stoves	1465		5,000	3,570.00	3,570.00	3,570.00	-	completed
	SUB-TOTAL			5,000	3,570.00	3,570.00	3,570.00	-	
	504 Lobby	1470		5,000	-	-	-	-	removed
	SUB-TOTAL			5,000	-	-	-	-	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **as of 12/31/2008**

Part II: Supporting Pages CFP #: NV39P007501-06 (Rev8)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised	Obligated	Expended	Balance	
Casa Rosa	Update landscaping	1450		-	-	-	-	-	
NV007-004	Replace Sidewalks	1450		-	-	-	-	-	
	SUB-TOTAL			-	-	-	-	-	
	Replace furnaces/heating units	1460		15,650	15,650.00	15,650.00	15,650.00	-	completed
	Paint building interiors	1460		5,000	5,000.00	5,000.00	5,000.00	-	completed
	SUB-TOTAL			20,650	20,650.00	20,650.00	20,650.00	-	
	Refrigerators & stoves	1465		2,190	2,190.00	2,190.00	2,190.00	-	completed
	SUB-TOTAL			2,190	2,190.00	2,190.00	2,190.00	-	
HA-Wide Hard	Maintenance Tools	1475		2,886	2,885.79	2,885.79	2,885.79	-	completed
	Community space equipment	1475		7,355	7,354.40	7,354.40	7,354.40	-	completed
	Office equipment	1475		19,367	4,367.20	4,367.20	4,367.20	-	completed
	Vehicle Replacement	1475		5,034	5,034.28	5,034.28	5,034.28	-	completed
	SUB-TOTAL			34,642	19,641.67	19,641.67	19,641.67	-	
	Contingency	1502		-	-	-	-	-	
	SUB-TOTAL			-	-	-	-	-	
	GRAND TOTAL			366,598	366,598.00	366,598.00	214,435.24	152,162.76	

Signature of Executive Director — Date 1/22/09

Signature of Public Housing Director — Date

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **as of 12/31/2008**

Part III: Implementation Schedule CFP #: NV39P007501-06 (Rev8)

PHA Name: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program No: NV39P00750106	FFY of Grant: 2006

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	
HA-Wide Activities	9/30/2008	7/17/2008	7/14/2008	9/30/2010	7/17/2010		As recorded in E-loccs
Rose Garden	9/30/2008	7/17/2008	7/14/2008	9/30/2010	7/17/2010	7/14/2008	
NV007-003							
Casa Rosa	9/30/2008	7/17/2008	7/14/2008	9/30/2010	7/17/2010	7/14/2008	
NV007-004							

Signature of Executive Director -	Date	Signature of Public Housing Director	Date
[signature]	1/22/09		

Capital Fund Program (CFP)

FY 2005

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **Part 1: Summary** **as of 12/31/08**

PHA Name: **HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS**	Grant Type and Number Capital Fund Program Grant No: **NV39P00750105**	Federal FY of Grant: **2005**

__Original Annual Statement __ Reserve for Disasters/ Emergencies _x_ **Revised Annual Statement (revision no: 7)**

_X_ Performance and Evaluation Report for Period Ending: **as of 12/31/08** __ 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	36,954.00	36,954.00	36,954.00	36,954.00
3	1408 Management Improvements	73,900.00	73,900.00	73,900.00	73,900.00
4	1410 Administration	36,954.00	36,954.00	36,954.00	36,954.00
5	1411 Audit	1,000.00	1,000.00	1,000.00	1,000.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	29,375.00	24,415.60	24,415.60	24,415.60
10	1460 Dwelling Structures	126,122.00	126,122.00	126,122.00	126,122.00
11	1465.1 Dwelling Equipment—Nonexpendable	16,583.00	18,952.50	18,952.50	18,952.50
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	48,651.00	44,796.54	44,796.54	44,796.54
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	0.00	6,444.36	6,444.36	0.00
18	1498 Mod Used for Development				
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant: (sum of lines 2-19)**	**369,539.00**	**369,539.00**	**369,539.00**	**363,094.64**
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security-Soft Cost	63,583.00	63,582.72	63,582.72	63,582.72
24	Amount of line 20 Related to Security-Hard Cost				
25	Amount of line 20 Related to Energy Conservation				
26	Collateralization Expenses or Debt Service				

Signature of Executive Director — Date 1/22/09 — Signature of Public Housing Director — Date

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **as of 12/31/08**

Part II: Supporting Pages CFP #: NV39P007501-05 (Rev7)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised	Obligated	Expended	Balance	
HA-Wide Soft	Operations	1406		36,954.00	36,954.00	36,954.00	36,954.00	0.00	
Costs	SUB-TOTAL			36,954.00	36,954.00	36,954.00	36,954.00	0.00	
	Upgrade computer software & hardware	1408		7,022.00	7,022.27	7,022.27	7,022.27	0.00	
	Employee Training	1408		3,295.00	3,295.01	3,295.01	3,295.01	0.00	
	Consultant	1408		0.00	0.00	0.00	0.00	0.00	
	Security	1408		63,583.00	63,582.72	63,582.72	63,582.72	0.00	
	SUB-TOTAL			73,900.00	73,900.00	73,900.00	73,900.00	0.00	
	Administrative Salaries & Benefits	1410		36,954.00	36,954.00	36,954.00	36,954.00	0.00	
	SUB-TOTAL			36,954.00	36,954.00	36,954.00	36,954.00	0.00	
	Audit	1411		1,000.00	1,000.00	1,000.00	1,000.00	0.00	
	SUB-TOTAL			1,000.00	1,000.00	1,000.00	1,000.00	0.00	
Rose Garden	Update landscaping	1450		3,375.00	20,920.60	20,920.60	20,920.60	0.00	reduced and completed
NV007-003	**SUB-TOTAL**			3,375.00	20,920.60	20,920.60	20,920.60	0.00	
	Replace carpeting	1460		13,324.00	13,323.78	13,323.78	13,323.78	0.00	
	Resurface bath tubs	1460		2,087.00	2,086.92	2,086.92	2,086.92	0.00	
	Replace gas packs	1460		16,560.00	16,560.00	16,560.00	16,560.00	0.00	
	Replace water heaters	1460		8,959.00	8,959.30	8,959.30	8,959.30	0.00	
	Paint building interior	1460		3,475.00	3,475.00	3,475.00	3,475.00	0.00	
	SUB-TOTAL			44,405.00	44,405.00	44,405.00	44,405.00	0.00	
	Refrigerators & stoves	1465		3,980.00	3,980.00	3,980.00	3,980.00	0.00	
	SUB-TOTAL			3,980.00	3,980.00	3,980.00	3,980.00	0.00	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) **as of 12/31/08**

Part II: Supporting Pages CFP #: NV39P007501-05 (Rev7)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised	Obligated	Expended	Balance	
Casa Rosa	Update landscaping	1450		26,000.00	3,495.00	3,495.00	3,495.00	0.00	
NV007-004	Replace Sidewalks	1450		0.00	0.00			0.00	
	SUB-TOTAL			26,000.00	3,495.00	3,495.00	3,495.00	0.00	
	Inspect for mold	1460		0.00	0.00	0.00	0.00	0.00	
	Abate mold/rehab	1460		0.00	0.00	0.00	0.00	0.00	
	Add fiber to Tot Lots	1460		0.00	0.00	0.00	0.00	0.00	
	Replace windows blinds	1460		0.00	0.00	0.00	0.00	0.00	
	Replace unit floor coverings	1460		44,179.00	44,178.72	44,178.72	44,178.72	0.00	
	Re-surface bath tubs	1460		3,050.00	3,050.00	3,050.00	3,050.00	0.00	
	Replace closet doors	1460		400.00	399.94	399.94	399.94	0.00	
	Replace furnaces	1460		17,725.00	17,725.00	17,725.00	17,725.00	0.00	
	Paint building interiors	1460		16,363.00	16,363.34	16,363.34	16,363.34	0.00	
	SUB-TOTAL			81,717.00	81,717.00	81,717.00	81,717.00	0.00	
	Refrigerators & stoves	1465		12,603.00	14,972.50	14,972.50	14,972.50	0.00	Increase and completed
	SUB-TOTAL			12,603.00	14,972.50	14,972.50	14,972.50	0.00	
HA-Wide Hard	Maintenance Tools	1475		18,334.00	14,479.58	14,479.58	14,479.58	0.00	Reduced and completed
	Office equipment	1475		0.00	0.00	0.00	0.00	0.00	
	Vehicle Replacement	1475		30,317.00	30,316.96	30,316.96	30,316.96	0.00	
	SUB-TOTAL			48,651.00	44,796.54	44,796.54	44,796.54	0.00	
Casa Rosa	Relocation	1495.1		0.00	6,444.36	6,444.36	0.00	6,444.36	Added
	SUB TOTAL			0.00	6,444.36	6,444.36	0.00	6,444.36	
	Contingency	1502		0.00	0.00	0.00	0.00	0.00	
	SUB-TOTAL			0.00	0.00	0.00	0.00		
	GRAND TOTAL			369,539.00	369,539.00	369,539.00	363,094.64	6,444.36	

Signature of Executive Director — Date 1/22/09

Signature of Public Housing Director — Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program No: **NV39P00750105**	FFY of Grant: **2005**

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	
HA-Wide Activities	9/30/2007	8/17/2007	8/17/2007	9/30/2009	8/17/2009		As recorded in E-loccs
Rose Garden	9/30/2007	8/17/2007	8/17/2007	9/30/2009	8/17/2009		
NV007-003							
Casa Rosa	9/30/2007	8/17/2007	8/17/2007	9/30/2009	8/17/2009		
NV007-004							

Signature of Executive Director -	Date	Signature of Public Housing Director	Date
[signature]	1/22/09		

Capital Fund Program Five-Year Action Plan

Draft

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

Part I: Summary

PHA Name: **Housing Authority of the City of North Las Vegas** | Locality (City/County & State): **North Las Vegas/Clark/Nevada** | ■ **Original 5-Year Plan** ☐ **Revision No.:** ____

A.	Development Number and Name NV007-003 Rose Garden	Work Statement for Year 1 **FFY: 09**	Work Statement for Year 2 **FFY: 10**	Work Statement for Year 3 **FFY: 11**	Work Statement for Year 4 **FFY: 12**	Work Statement for Year 5 **FFY: 13**
B.	Physical Improvements Subtotal	Annual Statement	$ 209,120	$ 239,500	$ 83,700	$ 83,700
C.	Management Improvements		$ 34,657	$ 34,657	$ 34,657	$ 34,657
D.	PHA-Wide Non-Dwelling Structure and Equipment					
E.	Administration		$ 37,200	$ 37,200	$ 16,170	$ 16,170
F.	Other		$ 53,823	$ 23,443	$ 11,000	$ 11,000
G.	Operations		$ 37,200	$ 37,200	$ 16,170	$ 16,170
H.	Demolition					
I.	Replacement Reserve					
J.	Mod Used for Development					
K.	Total CFP Funds					
L.	Total Non-CFP funds					
M.	**Grand Total**		**$ 372,000**	**$ 372,000**	**$ 161,696**	**$ 161,696**

Capital Fund Program Five-Year Action Plan

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

Draft

Part II: Supporting Pages - Physical Needs Work Statement (s)

Work Statement for Year 1 FFY: 09	Work Statement for Year 2 FFY: 10			Work Statement for Year 3 FFY: 11		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	**NV007-003 Rose Garden**			**NV007-003 Rose Garden**		
	Site Work 504 Compliance		20,000	Repair/rep sewer lines		13,000
	Upgrade Lansdcaping		-	Upgrade Landscaping		10,000
				Upgrade Parking Lot		75,000
	504 Retrofit Units	6	180,000	Exterior Painting		62,000
	504 Appliances	6	9,120			
				504 Retrofit Lobby Countertops		17,000
				504 Retrofit-Community Center		2,500
				504 Retrofit Public Restrooms		40,000
				504 Retrofit Laundry rooms		20,000
			-			
	Subtotal of Estimated Costs		**$ 209,120**	**Subtotal of Estimated Costs**		**$ 239,500**

Capital Fund Program Five-Year Action Plan

Draft

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

Part II: Supporting Pages - Physical Needs Work Statement (s)

Work Statement for Year 1 FFY: 09	Work Statement for Year 4 FFY: 12			Work Statement for Year 5 FFY: 13		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	**NV007-003 Rose Garden**			**NV007-003 Rose Garden**		
	Replace Patio Doors			Replace Patio Doors		
	Hazardous materials abatement	10	21,000	Hazardous materials abatement	10	21,000
	Resurface bath tubs	25	7,500	Resurface bath tubs	25	7,500
	Upgrade/Replace Wall Heaters	10	10,000	Upgrade/Replace Wall Heaters	10	10,000
	Replace & Re-plum water heaters	10	10,000	Replace & Re-plum water heaters	10	10,000
	Paint building interiors		-	Paint building interiors		-
	Upgrade Electrical-GFI	10	10,000	Upgrade Electrical-GFI	35	35,200
	Replace garbage disposal	120	10,200	Replace garbage disposal		-
	Replace office windows			Replace office windows		
	Renovate Public Restrooms (ADA)			Renovate Public Restrooms (ADA)		
	Renovate lobby			Renovate lobby		
	Landscaping		9,000	Landscaping		
	Upgrade/Replace Trash Shuttes	6	6,000	Upgrade/Replace Trash Shuttes		
				Roof Upgrades		
	Subtotal of Estimated Costs		**$ 83,700**	**Subtotal of Estimated Costs**		**$ 83,700**

Capital Fund Program Five-Year Action Plan

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

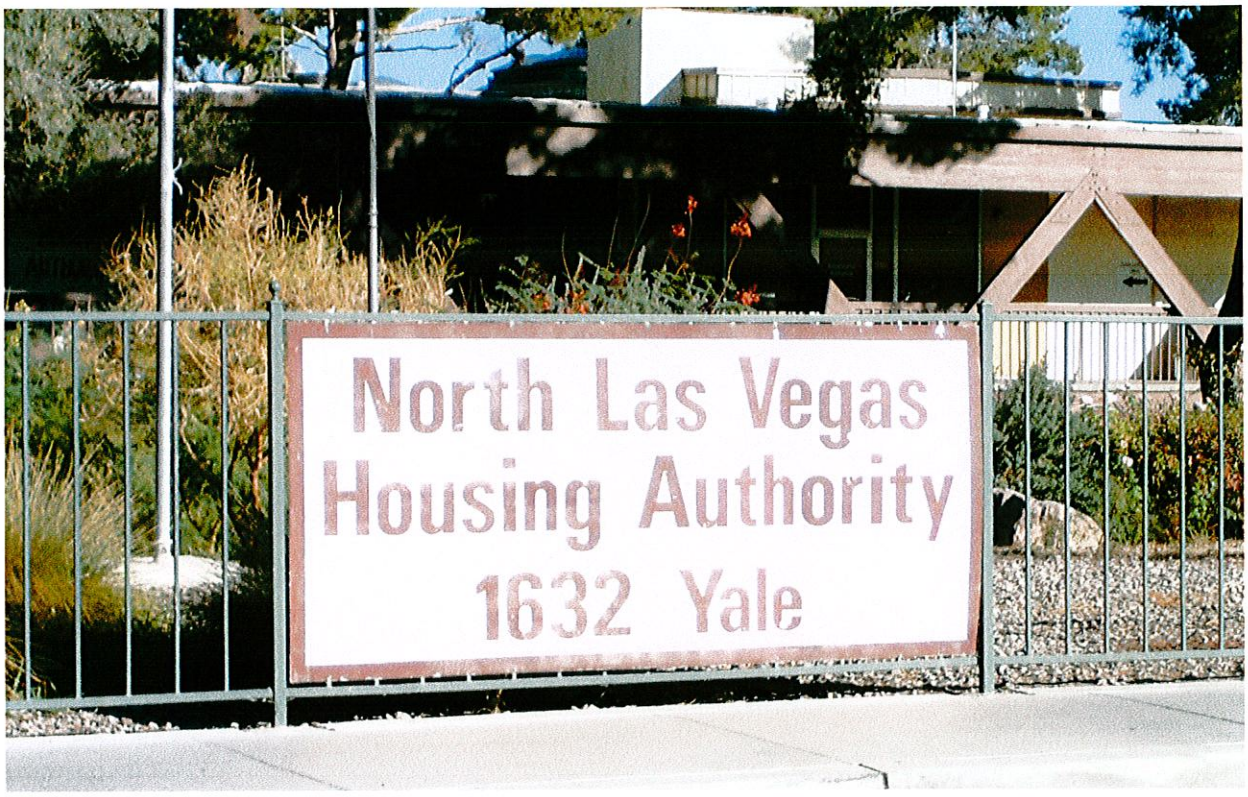
Draft

Part III: Supporting Pages - Management Needs Work Statement(s)

Work Statement for Year 1 FFY: 09	Work Statement for Year 2 FFY: 10		Work Statement for Year 3 FFY: 11	
	Development Number/Name/General Description of Major Work Categories	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Estimated Cost
See Annual Statement	Operations	$ 37,200	Operations	$ 37,200
	Management Improvement		Management Improvement	
	Hardware and sofware		Hardware and sofware	
	Training to improve REAC scores		Training to improve REAC scores	
	Consultant to improve REAC scores		Consultant to improve REAC scores	
	Security	$ 34,657	Security	$ 34,657
	Salaries and Fringes	$ 37,200	Salaries and Fringes	$ 37,200
	Audit Fees	$ -	Audit Fees	$ -
	A/E 504 Compliance	$ 40,000	Hazardous Materials Consultant	$ 23,443
	Hazardous Materials Consultant	$ 13,823		
	Subtotal of Estimated Cost	**$ 162,880**	**Subtotal of Estimated Cost**	**$ 132,500**

Work Statement for Year 1 FFY: 09	Work Statement for Year 4 FFY: 12		Work Statement for Year 5 FFY: 13	
	Development Number/Name/General Description of Major Work Categories	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Estimated Cost
See Annual Statement	Operations	$ 16,170	Operations	$ 16,170
	Management Improvement		Management Improvement	
	Hardware and sofware		Hardware and sofware	
	Training to improve REAC scores		Training to improve REAC scores	
	Consultant to improve REAC scores		Consultant to improve REAC scores	
	Security	$ 34,657	Security	$ 34,657
	Salaries and Fringes	$ 16,170	Salaries and Fringes	$ 16,170
	Audit Fees	$ 1,000	Audit Fees	$ 1,000
	Hazardous Materials Consultant	$ 10,000	Hazardous Materials Consultant	$ 10,000
	Subtotal of Estimated Cost	**$ 77,996**	**Subtotal of Estimated Cost**	**$ 77,996**

Housing Authority of the City of North Las Vegas



Comprehensive Physical Needs Assessment and Feasibility Study of Public Housing Units

November 14, 2008

Presented by:

The Nelrod Company
3109 Lubbock Avenue
Ft. Worth, Texas 76109
Telephone (817) 922-9000 Fax Number (817) 922-9100

Housing Authority of the City of North Las Vegas

Comprehensive Physical Needs Assessment and Feasibility Study of Public Housing Units

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Casa Rosa Apartments

Form HUD 52832

PNA Ten and Twenty Year Projections

City of North Las Vegas Public Works Department Abatement Notice and Order to Demolish or Repair

City of Las Vegas Public Works Department Notice and Order to Repair, Rehabilitate, or Vacate and Demolish, Hazardous and/or Substandard Conditions

Physical Needs Assessment Narrative

Narrative and Photos

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TAB 1

Executive Summary

The Housing Authority of the City of Las Vegas (HACLV) on behalf of the Housing Authority of the City of North Las Vegas (HACNLV) acquired the services of The Nelrod Company to report and perform a comprehensive Physical Needs Assessment (PNA) and Feasibility Study for two developments, Rose Garden Apartments, NV007-003 and Casa Rosa Apartments, NV007-004.

Comprehensive Physical Needs Assessment and Feasibility Study

A Physical Needs Assessment and Feasibility Study (PNA) of both of the agency's housing developments were conducted. It included all community, administrative, and maintenance buildings, as outlined in HUD Guidebook 7485.3G, Comprehensive Grant Program, and Capital Fund Programs (New Reform Act). The PNA considered all available reports for the completion of the project to include, asbestos reports, city inspection reports, HUD 504 Compliance Review and the Agency's Variance Compliance Agreement and the most recent REAC Inspection Summary

A construction specialist conducted physical inspections of over 10% of the dwelling units, representing typical unit types in typical buildings in all housing developments listed in the RFP, consisting of 100% of the non-dwelling structures (management/maintenance office and community buildings), and 100% of Section 504 units. The construction specialist conducted the inspections based upon the Capital Fund Program requirements, Physical Needs Assessments (24CFR968), Uniform Physical Condition Standards, Housing Quality Standards, Section 504/24 CFR 8.24(d) requirements for the disabled; we reviewed the VCA agreement and took into consideration the improvements both future and completed, and Public Housing Modernization Standards in HUD Handbook 7485.2. Inspectors also considered the state and local codes of Nevada, as well as equipment, systems, and structural features at each location.

Consideration was given to the infrastructure, structural systems, major mechanical items, and HVAC items which will make the properties viable for the next 20 years. Additionally, facility improvements and enhancements were included. Physical needs funded under the previous capital fund budgets were excluded from this five-year action plan and/or physical needs assessment.

Nelrod staff met with Agency Administration, Capital Fund Program, and Maintenance staff to solicit information regarding physical needs in their areas of responsibility and discuss local conditions and unique situations (environmental concerns, community deterioration and residents concerns). This data was tabulated, and cost estimates were created development-specific.

Costing of Physical Needs

Circumstances internal to the Agency's operation or external to the developments that have a negative impact on physical conditions were discussed with Agency staff and included in the written report.

The PNA included developing cost estimates to accomplish general work items at each development. These included energy conservation measures and removal of hazardous materials, a total for each development, and a grand total to accomplish all needed physical improvements. Costs were based on Means Building Construction Cost Data or Means Repair and Remodeling Cost Data as amended for the Agency. The RSMeans City Cost Index of 1.034 for the City of Las Vegas was used to adjust the average costs.

If needed, the estimates may also include any costs required to retrofit a specified number of dwelling units to meet Section 504 requirements for the disabled. The exact number, locations, and bedroom size of the units to be retrofitted will be determined in consultations with the Agency staff and as identified in the Section 504 Transition Plan and needs assessment.

Documentation of Physical Needs

Results of the PNA inspections and development of cost estimates were documented on HUD form 52832, Physical Needs Assessment Comprehensive Grant Program (CGP), for each of the Public Housing developments. Line items shown on the 52832 are identified as project specific, energy related, security related, Section 504, and lead base paint; in addition, it includes sufficient quantities and types to prepare annual statements and five-year action plan.

Cost Reasonableness Determination

Nelrod Staff made a determination on the reasonableness of estimated costs to modernize the Agency's housing developments as noted under the physical needs assessment. We provide a certification that individual development costs are reasonable in accordance with national indices as adjusted for actual local experience.

Statement Regarding Eminent Domain

On October 27, 2008, the Housing Authority submitted to HUD, Application DDA0003395 Eminent Domain for partial disposition of Casa Rosa Apartments to allow for the widening of the adjacent street that will affect 12 units in the development. The Physical Needs Assessment calculations include the potentially affected units and buildings as these units are still on the Housing Authority rolls and are still occupied.

Overall Findings and Recommendations

As evidenced by the reports provided by the City of North Las Vegas Public Works Department regarding safety issues at Casa Rosa Apartments, along with the asbestos reports indicating environmental issues at both of the Housing Authority's developments included in this PNA, it has been determined that Casa Rosa Apartments modernization funds needed, will exceed the percentage of Total Development Costs (TDC) established by HUD for long term viability of developments. Rose Garden Apartments appear viable for the next twenty years, provided funds are expended to abate the asbestos and that the development is modernized in the short term (5 years) to make the development sustainable for the next twenty years. It is recommended that due to the high costs of modernization identified for Casa Rosa Apartments that the Housing Authority considers applying for demo/dispo through normal HUD channels. Details of these recommendations are contained in the individual development reports within this PNA.

TAB 2

Physical Needs Assessment
Comprehensive Grant Program

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

HA Name
Housing Authority of the City of North Las Vegas, NV

■ Original
Revision Number

Development Number	Development Name	DOFA Date or Construction Date
NV007-003	Rose Garden Apartments	1/1/1972

Development Type:		Occupancy Type:		Structure Type:		Number of Buildings:	Vacant Units:
Rental	■	Family	☐	Detached/Semi Detached	☐	5	0
Turnkey III - Vacant	☐	Elderly	■	Row	☐		0%
Turnkey III - Occupied	☐	Mixed	☐	Walk-up	☐	Bedroom Distribution	Total Current
Mutual Help	☐			Elevator	■	0: 60 1: 60 2: 0	Units:
Section 23, Bond Financed	☐					3: 0 4: 0 5: 0	120
						6: 0	

General Description of Needed Physical Improvments — Urgency of Need (1-5)

	Units	Need	Quantity	Unit Cost	Sub-total	Urgency
1430 Fees and Costs						
URA Minimum Rental Assistance Payments	ea	ps	120	$ 5,250.00	$ 630,000.00	1
Moving Expenses per URA	ea	ps	1		$ 180,000.00	1
Relocation Specialist	ea	ps	1	$ 35,000.00	$ 70,000.00	1
:E Fees	ea	ps	1	$ 457,752.14	$ 457,752.14	1
ınspection Fees	ea	ps	1	$ 91,550.43	$ 91,550.43	1
Total Fees and Costs					$ 1,429,302.57	
1450 Site Improvements						
Landscaping (Plants)	ea	ps	75	$123.56	$ 9,267.00	4
Trees, Trimming	ea	ps	20	$172.68	$ 3,453.60	3
Xeriscape Ground Cover	sf	ps	85800	$1.55	$ 132,990.00	1
Canopies	ea	ps	4	$3,567.30	$ 14,269.20	4
Handrail (or Fence), Iron, Wire Brush and Paint	lf	ps	1050	$16.54	$ 17,367.00	3
Security Light/Vandal (no pole)	ea	ps	20	$568.70	$ 11,374.00	1
Parking Stripes and Curb Painting	lf	ps	1460	$0.75	$ 1,095.00	1-3
Parking/Approach Asphalt Remove 1-3"	sy	ps	402	$1.74	$ 699.48	1-3

Total Preliminary Estimated Hard Costs and other Costs for Physical Improvements		**$7,603,390.10**
Per Unit Hard Costs and other Costs		**$63,361.58**
Physical Improvement will result in Structural / System soundness at a reasonable cost?	Yes ■	No ☐
Development has long-term physical and social viability?	Yes ■	No ☐
Date Assessment Prepared: **11/3/2008**		

Source(s) of Information:
Physical Needs Assessment Survey conducted by The Nelrod Company
Development, Maintenance & Management report and interviews
Resident Survey
:t Price Data per Means Repair and Remodeling Cost Data

Physical Needs Assessment Comprehensive Grant Program	U.S. Department of Housing and Urban Development Office of Public and Indian Housing

	Units	Need	Quantity	Unit Cost	Sub-total	Urgency
Parking, Re-Seal Asphalt Paving	sy	ps	2683	$2.87	$ 7,700.21	1-3
Sidewalk / Driveway Concrete Replace	sy	ps	105	$53.23	$ 5,589.15	1-3
Ramps	lf	ps	100	$672.10	$ 67,210.00	1-3
Sewer Lines	lf	ps	1160	$50.67	$ 58,777.20	3
Gas Lines	lf	ps	1070	$33.61	$ 35,962.70	3
Water Lines	lf	ps	1160	$17.47	$ 20,265.20	3
Total Site Improvements					$ 386,019.74	
1460 Dwelling Structure						
Roofing, Built-up	sf	ps	40180	$5.08	$ 204,114.40	2
Painting, Exterior	sf	ps	43140	$1.19	$ 51,336.60	3-5
Caulking & Sealant	lf	ecm	12000	$3.57	$ 42,840.00	1
Demo Rehab (Selective)	sf	ps	42000	$6.26	$ 262,920.00	1-5
Demo Rehab (Dumpster and Hall)	ea	ps	25	$597.65	$ 14,941.25	1-5
Pressure Wash (stucco/vinyl/alum)	sf	ps	43140	$0.16	$ 6,902.40	3-5
Door, Entry Unit Front w/hardware	ea	ps	120	$806.52	$ 96,782.40	1-2
Door, Sliding Glass Insulated	ea	ps	120	$1,137.40	$ 136,488.00	1-2
Windows, Double Pane Low E	sf	ps	18300	$77.55	$ 1,419,165.00	1-2
Window Screen, Security	sf	sc	18300	$20.16	$ 368,928.00	1-2
Window , Skylight	sf	sc	6	$604.89	$ 3,629.34	3-5
Roach and Vermin Treatment	sf	ps	80832	$0.70	$ 56,582.40	1-5
`evator	sf	ps	2	$61,703.95	$ 123,407.90	2
ater Heater	ea	ps	120	$630.74	$ 75,688.80	3-5
HVAC Central	ea	ecm	60	$4,782.25	$ 286,935.00	3-5
Handicap Accessibility Exterior	ea	hc	3	$10,950.06	$ 32,850.18	1
Flooring, Vinyl	sf	ps	60624	$1.86	$ 112,760.64	3
Flooring, Carpet	sf	ps	20208	$3.00	$ 60,624.00	3
Baseboard, Coving Vinyl	lf	ps	24336	$2.83	$ 68,870.88	3
Painting Interior (2 coat)	sf	ps	351600	$0.79	$ 277,764.00	3
Walls, Gypsum Board/Plaster	sf	ps	351600	$2.01	$ 706,716.00	3
Weather-stripping, Exterior Door	lf	ps	2040	$10.50	$ 21,420.00	3
Windows, Blinds/Shades	sf	ps	18300	$4.12	$ 75,396.00	3
Door, Interior Complete	ea	ps	120	$468.40	$ 56,208.00	1-3
Door, Interior	ea	ps	120	$185.09	$ 22,210.80	3
Door, Closets	ea	ps	120	$185.09	$ 22,210.80	3
Shelving, Closets	lf	ps	1200	$11.17	$ 13,404.00	3
Asbestos Abatement	sf	ps	80832	$8.25	$ 666,864.00	3
Cabinet, Wall Kitchen	lf	ps	1320	$163.37	$ 215,648.40	3
Cabinet, Base Kitchen	lf	ps	1320	$116.84	$ 154,228.80	3
Countertop	lf	ps	1320	$40.95	$ 54,054.00	3
Sink, Kitchen	ea	ps	120	$677.27	$ 81,272.40	3
Faucet, Kitchen	ea	ps	120	$278.15	$ 33,378.00	3
Rangehood (new/replace)	ea	ps	120	$278.15	$ 33,378.00	3
Grease Shield (new/replace)	ea	ps	120	$65.66	$ 7,879.20	3
Faucet, Bathtub/Shower	ea	ps	120	$193.36	$ 23,203.20	3
Toilet, Bathroom	ea	ps	30	$378.44	$ 11,353.20	3
vatory, Bathroom	ea	ps	120	$413.60	$ 49,632.00	3
. aucet, Bathroom Lavatory	ea	ps	120	$193.36	$ 23,203.20	3

	Units	Need	Quantity	Unit Cost	Sub-total	Urgency
Shower Head	ea	ps	120	$90.99	$ 10,918.80	3
Vanity, Bathroom	ea	ps	120	$285.38	$ 34,245.60	3
Medicine Cabinets	ea	ps	120	$127.18	$ 15,261.60	3
Vent Fan 110 cfm	ea	ps	120	$134.42	$ 16,130.40	1-2
Bathroom Accessories	ea	ps	60	$82.23	$ 4,933.80	3
Light Fixtures	ea	ps	360	$233.68	$ 84,124.80	3
Outlets, regular	ea	ps	240	$82.20	$ 19,728.00	3
Outlets, GFCI	ea	ps	120	$105.47	$ 12,656.40	1
Thermostat, Programmable	ea	ecm	120	$161.30	$ 19,356.00	3
Smoke Detectors, Unit wide	ea	emer	240	$171.64	$ 41,193.60	1-3
Bathroom/Kitchen p-trap insulation	ea	ps	10	$36.19	$ 361.90	1
Handicap Accessibility Units	ea	hc	6	$8,220.30	$ 49,321.80	1
Total Dwelling Structure and Units:					$ 5,700,369.24	
1465 Dwelling Equipment						
Stove	ea	ps	60	$584.21	$ 35,052.60	3-5
Refrigerator	ea	ps	60	$594.55	$ 35,673.00	3-5
Total Dwelling Equipment:					$ 70,725.60	
1470 Non-Dwelling Structures						
Drinking Fountain	ea	ps	2	$1,344.20	$ 2,688.40	1
Security Camera	ea	ps	15	$522.17	$ 7,832.55	3
Structural Beams	lf	ps	80	$80.65	$ 6,452.00	3
Total Non-Dwelling Structures					$ 16,972.95	

Comprehensive Physical Needs
Assessment and Feasiblity Study of Public Housing Units
For the Housing Authority of the City of North Las Vegas
November 4, 2008

Site Name: Rose Garden Apartments							
Site: NV007-003							
					Near Term	Mid Term	Long Term
	Unit	Need	Quantity	Unit Cost	Year 1-5	Year 6 - 10	Year 11 - 20
Fees and Costs							
A&E Fees	ea	ps	1	$457,752.14	$457,752.14		
Inspection Fees	ea	ps	1	$91,550.43	$91,550.43		
Total Fees and Costs					**$549,302.57**	**$0.00**	**$0.00**
Site Improvements							
Landscaping (Plants)	ea	ps	75	$123.56	$9,267.00		
Trees, Trimming	ea	ps	20	$172.68	$3,453.60		
Xeriscape Ground Cover	sf	ps	85800	$1.55	$132,990.00		
Canopies	ea	ps	4	$3,567.30	$14,269.20		
Handrail (or Fence), Iron, Wire Brush and Paint	lf	ps	1050	$16.54	$17,367.00		
Security Light/Vandal (no pole)	ea	ps	20	$568.70	$11,374.00		
Parking Stripes and Curb Painting	lf	ps	1460	$0.75	$1,095.00	$1,095	$1,095
Parking/Approach Asphalt Remove 1-3"	sy	ps	402	$1.74	$699.48		
Parking, Re-Seal Asphalt Paving	sy	ps	2683	$2.87	$7,700.21		$7,700
Sidewalk / Driveway Concrete Replace	sy	ps	105	$53.23	$5,589.15		
Ramps	lf	ps	100	$672.10	$67,210.00		
Sewer Lines	lf	ps	1160	$50.67	$58,777.20		
Gas Lines	lf	ps	1070	$33.61	$35,962.70		
Water Lines	lf	ps	1160	$17.47	$20,265.20		
Total Site Improvements					**$386,019.74**	**$1,095.00**	**$8,795.21**
Dwelling Structure - Exterior and Walls							
Roofing, Built-up	sf	ps	40180	$5.08	$204,114.40		
Painting, Exterior	sf	ps	43140	$1.19	$51,336.60	$51,337	$51,337
Caulking & Sealant	lf	ecm	12000	$3.57	$42,840.00	$42,840	$42,840
Demo Rehab (Selective)	sf	ps	42000	$6.26	$262,920.00		
Demo Rehab (Dumpster and Hall)	ea	ps	25	$597.65	$14,941.25		
Pressure Wash (stucco/vinyl/alum)	sf	ps	43140	$0.16	$6,902.40	$6,902	$6,902
Door, Entry Unit Front w/hardware	ea	ps	120	$806.52	$96,782.40		
Door, Sliding Glass Insulated	ea	ps	120	$1,137.40	$136,488.00		

Comprehensive Physical Needs
Assessment and Feasiblity Study of Public Housing Units
For the Housing Authority of the City of North Las Vegas
November 4, 2008

Windows, Double Pane Low E	sf	ps	18300	$77.55	$1,419,165.00		
Window Screen, Security	sf	sc	18300	$20.16	$368,928.00		
Window , Skylight	sf	sc	6	$604.89	$3,629.34		
Roach and Vermin Treatment	sf	ps	80832	$0.70	$56,582.40	$56,582	$56,582
Elevator	sf	ps	2	$61,703.95	$123,407.90		$123,408
Water Heater	ea	ps	120	$630.74	$75,688.80	$75,689	$75,689
HVAC Central	ea	ecm	60	$4,782.25	$286,935.00		
Handicap Accessibility Exterior	ea	hc	3	$10,950.06	$32,850.18		
Flooring, Vinyl	sf	ps	60624	$1.86	$112,760.64		$112,761
Flooring, Carpet	sf	ps	20208	$3.00	$60,624.00		$60,624
Baseboard, Coving Vinyl	lf	ps	24336	$2.83	$68,870.88		
Painting Interior (2 coat)	sf	ps	351600	$0.79	$277,764.00	$277,764	$277,764
Walls, Gypsum Board/Plaster	sf	ps	351600	$2.01	$706,716.00		
Weather-stripping, Exterior Door	lf	ps	2040	$10.50	$21,420.00	$21,420	$21,420
Windows, Blinds/Shades	sf	ps	18300	$4.12	$75,396.00	$75,396	$75,396
Door, Interior Complete	ea	ps	120	$468.40	$56,208.00		
Door, Interior	ea	ps	120	$185.09	$22,210.80		
Door, Closets	ea	ps	120	$185.09	$22,210.80		$22,211
Shelving, Closets	lf	ps	1200	$11.17	$13,404.00		
Asbestos Abatement	sf	ps	80832	$8.25	$666,864.00		
Cabinet, Wall Kitchen	lf	ps	1320	$163.37	$215,648.40		
Cabinet, Base Kitchen	lf	ps	1320	$116.84	$154,228.80		
Countertop	lf	ps	1320	$40.95	$54,054.00		
Sink, Kitchen	ea	ps	120	$677.27	$81,272.40		
Faucet, Kitchen	ea	ps	120	$278.15	$33,378.00		
Rangehood (new/replace)	ea	ps	120	$278.15	$33,378.00		
Grease Shield (new/replace)	ea	ps	120	$65.66	$7,879.20		
Faucet, Bathtub/Shower	ea	ps	120	$193.36	$23,203.20		
Toilet, Bathroom	ea	ps	30	$378.44	$11,353.20		
Lavatory, Bathroom	ea	ps	120	$413.60	$49,632.00		
Faucet, Bathroom Lavatory	ea	ps	120	$193.36	$23,203.20		
Shower Head	ea	ps	120	$90.99	$10,918.80	$10,919	$10,919
Vanity, Bathroom	ea	ps	120	$285.38	$34,245.60		
Medicine Cabinets	ea	ps	120	$127.18	$15,261.60		
Vent Fan 110 cfm	ea	ps	120	$134.42	$16,130.40		
Bathroom Accessories	ea	ps	60	$82.23	$4,933.80		
Light Fixtures	ea	ps	360	$233.68	$84,124.80		
Outlets, regular	ea	ps	240	$82.20	$19,728.00		

Comprehensive Physical Needs
Assessment and Feasiblity Study of Public Housing Units
For the Housing Authority of the City of North Las Vegas
November 4, 2008

Outlets, GFCI	ea	ps	120	$105.47	$12,656.40		
Thermostat, Programmable	ea	ecm	120	$161.30	$19,356.00		
Smoke Detectors, Unit wide	ea	emer	240	$171.64	$41,193.60		$41,194
Bathroom/Kitchen p-trap insulation	ea	ps	10	$36.19	$361.90		
Handicap Accessibility Units	ea	hc	6	$8,220.30	$49,321.80		
Total Dwelling Structure and Units:					**$5,700,369.24**	**$517,770.00**	**$877,966.94**
Dwelling Equipment							
Stove	ea	ps	60	$584.21	$35,052.60		35,053
Refrigerator	ea	ps	60	$594.55	$35,673.00		35673
Total Dwelling Equipment:					**$70,725.60**	**$0.00**	**$70,725.60**
Non-Dwelling Structures							
Drinking Fountain	ea	ps	2	$1,344.20	$2,688.40		2688.4
TV Security Camera	ea	ps	15	$522.17	$7,832.55		
Structural Beams	lf	ps	80	$80.65	$6,452.00		
Total Non-Dwelling Structures					**$16,972.95**	**$0.00**	**$2,688.40**
Total Current Dollars:					**$6,723,390.10**	**$518,865.00**	**$960,176.15**
Total Inflated Dollars					**$6,958,708.76**	**$537,025.28**	**$993,782.32**

Comprehensive Physical Needs Assessment and Feasibility Study of Public Housing Units

Narrative Report

For the Housing Authority of the City of Las Vegas, NV on behalf of the Housing Authority of the City of North Las Vegas, NV

Site Number NV007-003

Rose Garden Apartments

Site Data for Rose Garden Apartments

Site Number	NV 007 003
Site Location	1632 Yale Street North Las Vegas, NV 89030
Year Constructed	1971
DOFA:	August 7, 1975
Year/s of Last Comprehensive Modernization	
Site Designation	Elderly
Total Number of Dwelling Buildings	2
Number of Non-Dwelling Buildings	3
Dwelling Building Unit Type	Elevator
Vacant Units	0
504 Units	6

Dwelling Unit Data								
Bedrooms	0	1	2	3	4	5	6	Total
# Units	60	60	0	0	0	0	0	120
Unit Area	370	503	0	0	0	0	0	52,380

General Statement

Pursuant to the Housing Authority of the City of Las Vegas Quote/Bid number P08008, The Nelrod Company was contracted to provide a Comprehensive Physical Needs Assessment and Feasibility Study for the Rose Garden Apartments, located at 1632 Yale Street, North Las Vegas, NV. The walkthrough portion of the needs assessment was completed on October 16-17, 2008. The walkthrough included at a minimum, 100% of the site, a sampling 10% of the buildings (all buildings observed), and 10% of the dwelling units to include 100% of 504 designated units. Documents provided by the housing authority to support the needs assessment include the latest REAC inspection results, asbestos and lead based paint analysis reports, HUD Limited Accessibility

Report, and the HACNLV Agreement for Voluntary Compliance Agreement (504). Copies of these documents are provided as part of the needs assessment report.

General 504 Compliance Statement

Based upon the Comprehensive Physical Needs Assessment walk-through as well as a review of the HUD Compliance Review on Limited Accessibility prepared by HUD, June 11-15, 2007, it has been determined that the Rose Garden Apartments does not meet current accessibility standards as outlined in UFAS Guidelines. It is recommended that items listed in the report and further supported in this needs assessment be addressed as indicated in the HUD 504 Compliance Review and the ensuing VCA, specifically paragraph IIIP Physical/Program Accessibility. Modernization cost data necessary for accessibility compliance is included in this needs assessment. Accessibility and 504 compliance modernizations include but are not limited to accessible routes, parking lot and ramp slopes, public facility accessibility, and unit accessibility. The modernization costs associated with the requirements of the HUD compliance review and VCA are included in the calculations provided in this needs assessment.

General Site Description

Rose Garden Apartments was constructed in 1971. Rose Garden Apartments is designated an elderly site. The site consists of 2 dwelling buildings and 3 non-dwelling buildings on a site of approximately 171,600 feet square. The appearance is in generally good condition. The Housing Authority is currently in discussion with the Nevada Department of Transportation regarding future highway plans that may significantly impact the site. Should the state determine the construction of the proposed highway immediately adjacent to the site, the noise impact would require the construction of a sound barrier wall to prevent excessive highway traffic noise from entering the site buildings and units. As evidenced during the needs assessment walk-through, there is adequate parking for the residents. Asphalt parking lots are showing signs of normal wear and tear and should be resurfaced in areas showing deterioration, sealed, and restriped. It is recommended that additional desert landscaping be provided at the site to improve the overall site appearance.

General Building Description

Dwelling buildings were constructed in 1971 and are in average condition. Upper floor dwelling units are serviced by two elevators, one in each of the two dwelling buildings. Dwelling exteriors are clad in wood and stucco siding. The roof system is a built up system and is in need of replacement. HVAC units, exterior front doors, back sliding glass doors, and windows, are also in need of replacement. Due to the age and serviceability of these original elevators, it is recommended that they be replaced.

Supporting photos are included in this report.

General Unit Description

Dwelling units are in average condition. Based upon the limited asbestos report (copy provided), asbestos has been detected in the walls, ceilings and flooring. Due to environmental concerns, asbestos abatement through removal of all flooring and gypsum walls and ceilings would be required in order to modernize the dwelling units. During a major rehab, electrical and plumbing upgrades should be accomplished to complete the modernization. One hundred percent of kitchens, baths, and light fixtures would need to be replaced. Interior doors, frames, trim, and window trim would be required to modernize to current construction standards.

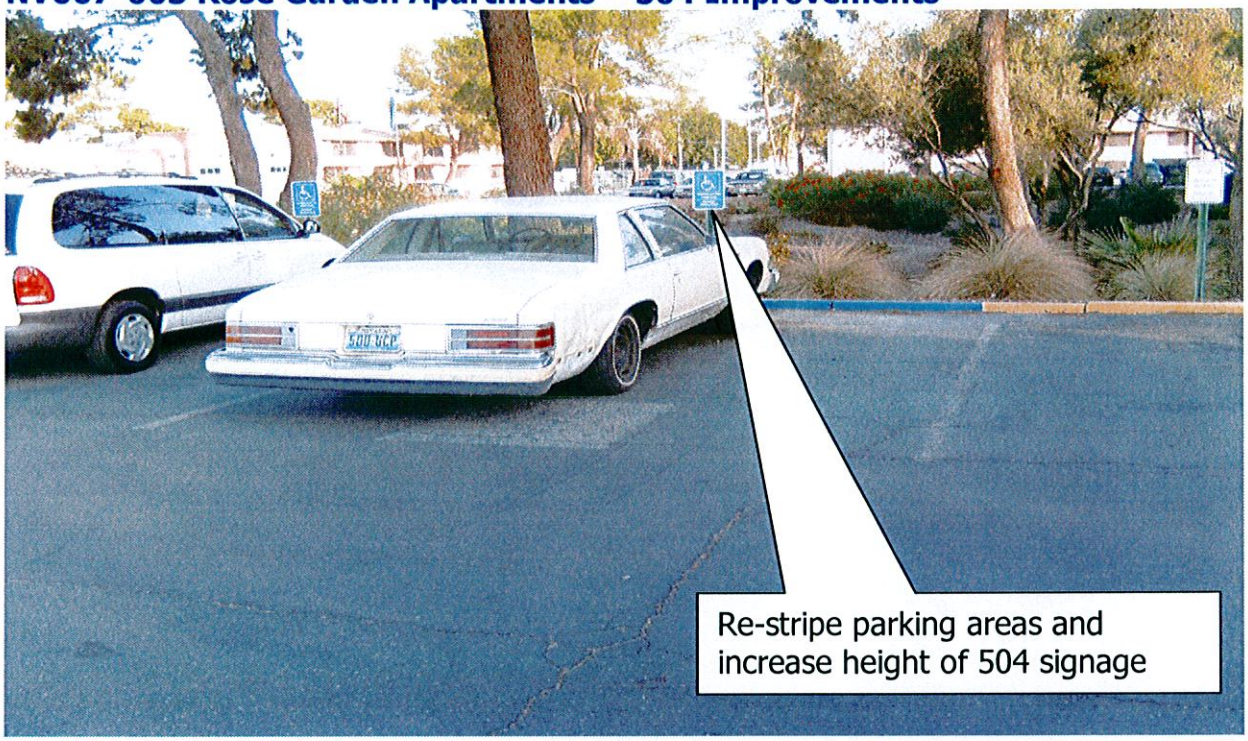
Overall Feasibility Statement

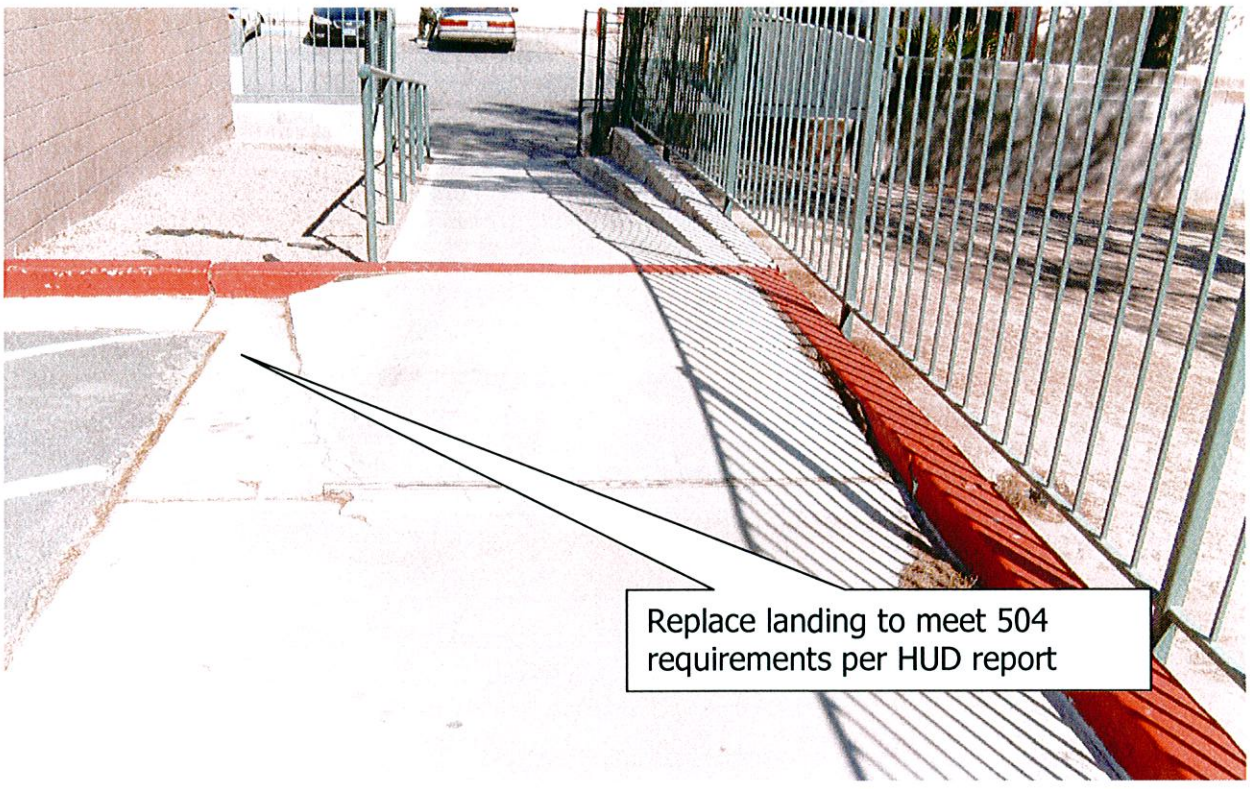
TDC Limit for this site is $13,710.000.00. Estimated modernization funds of $7,603.390.10 represent 55.45% of the TDC Limit.

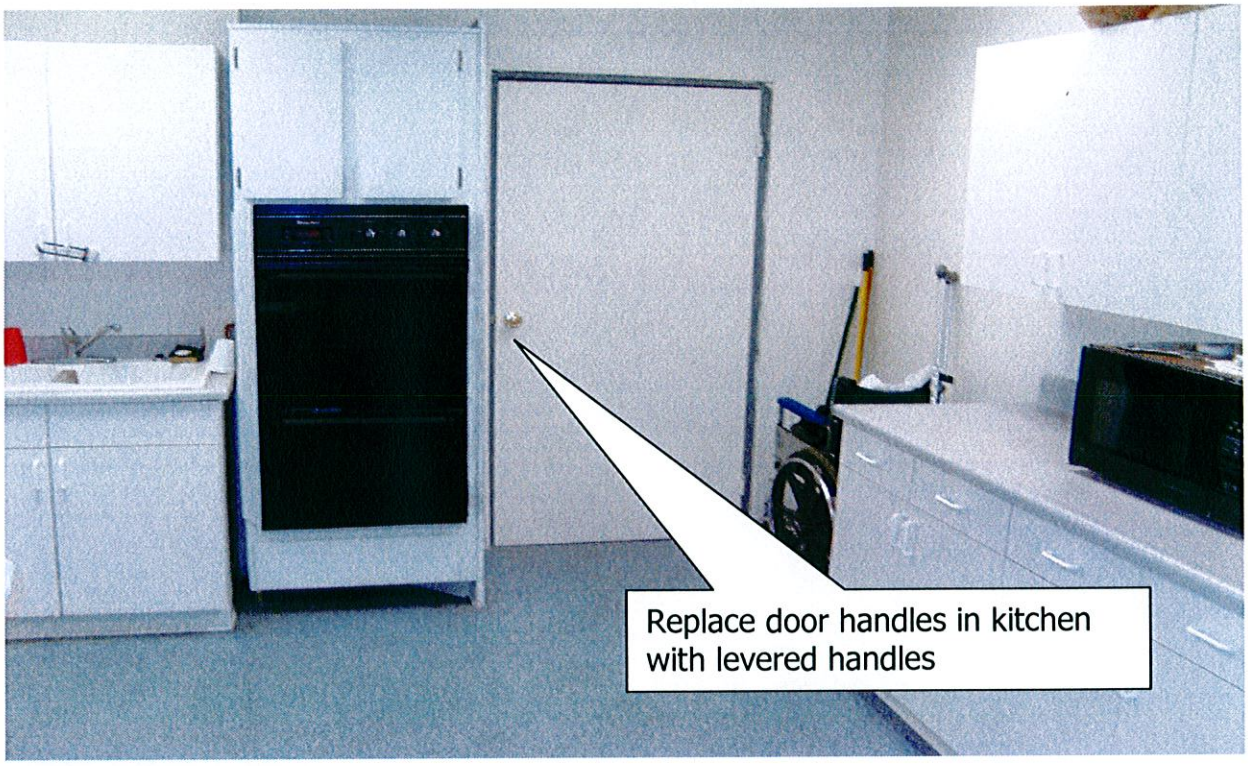
With continued good maintenance practices and modernization funds, this site is considered to be viable for the next twenty (20) years.

Please see pictures on the following pages.

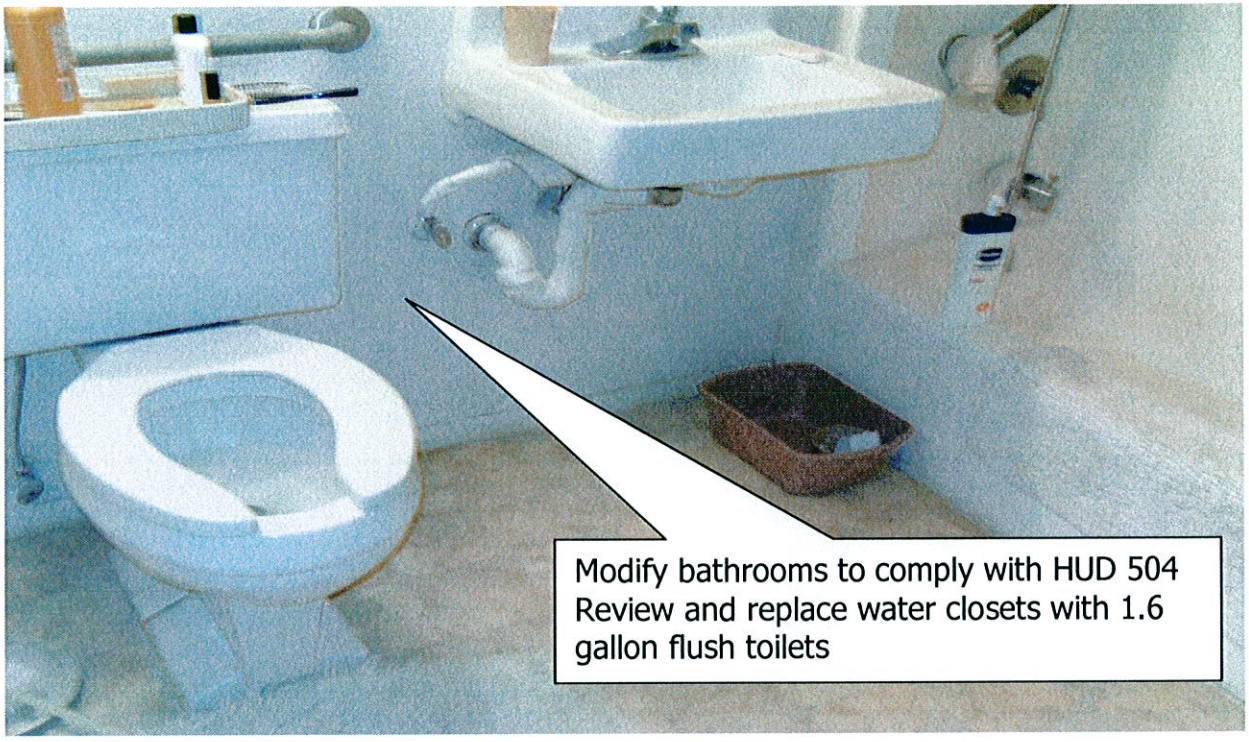
NV007-003 Rose Garden Apartments – 504 Improvements

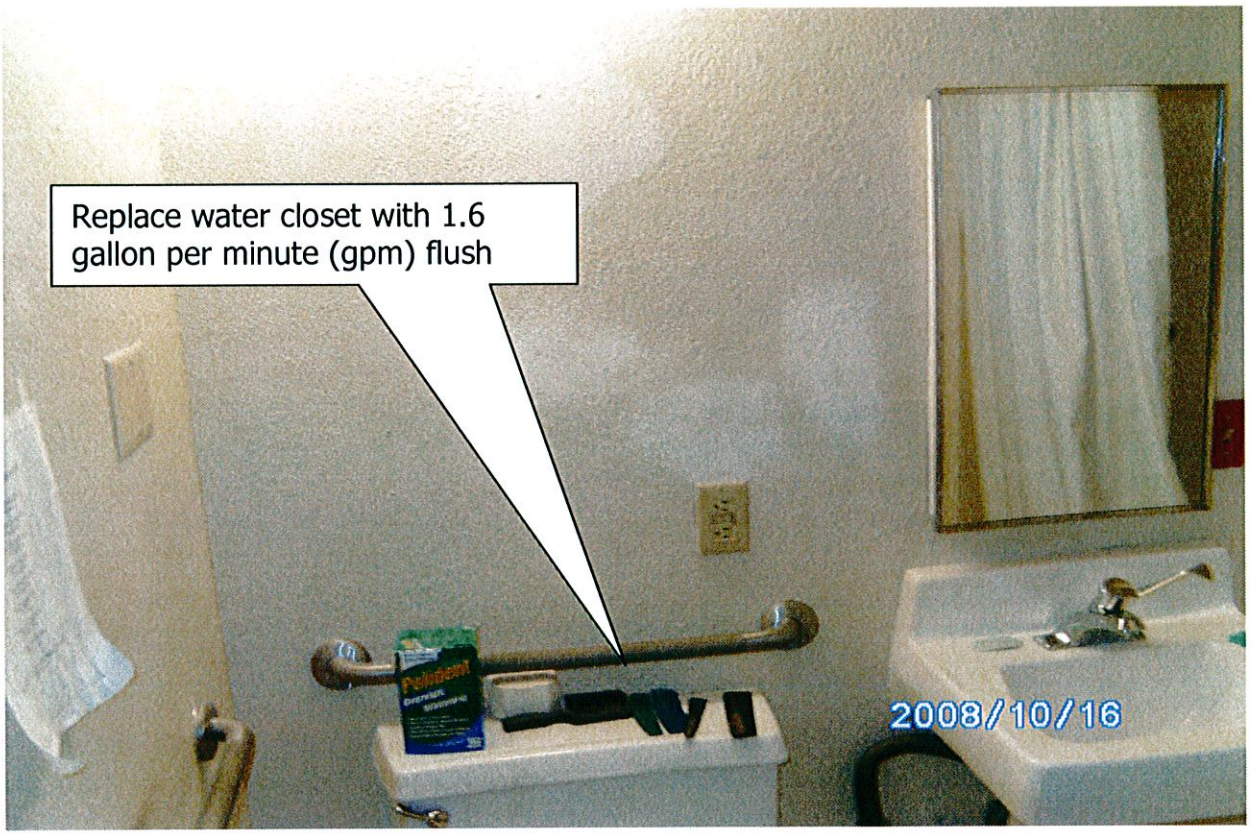


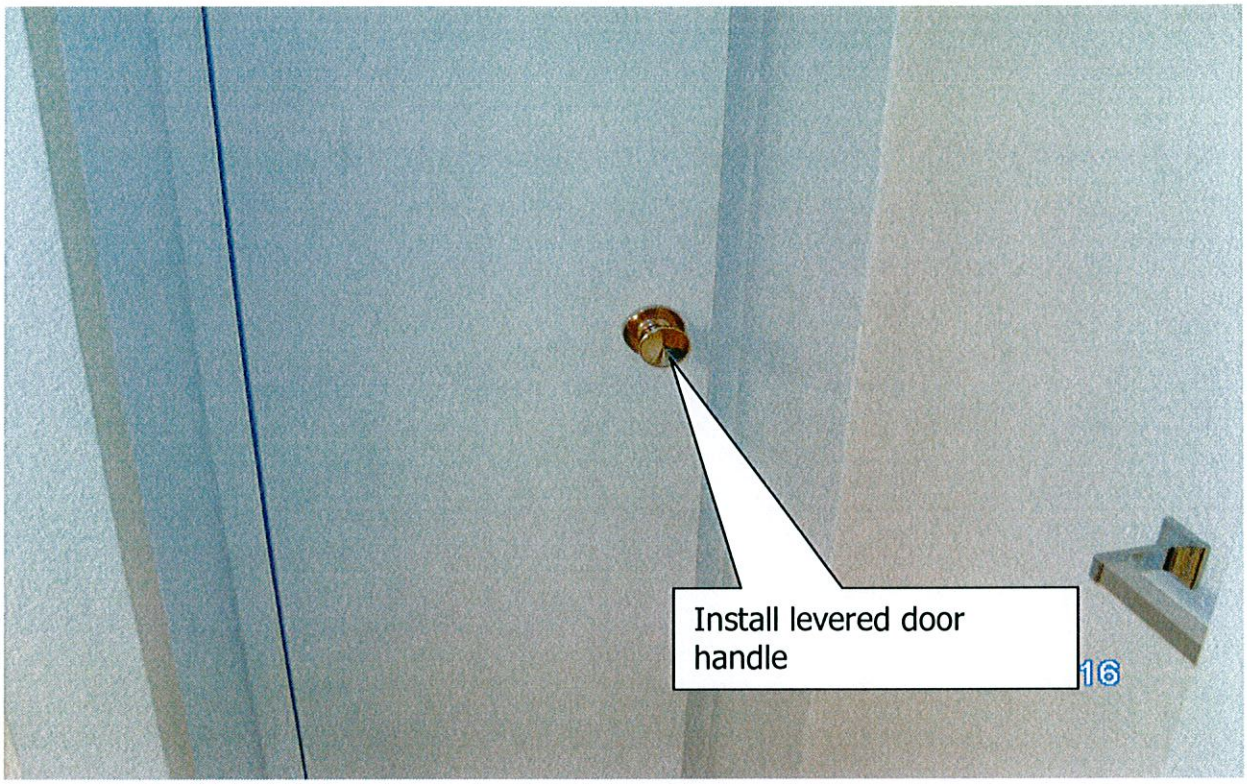


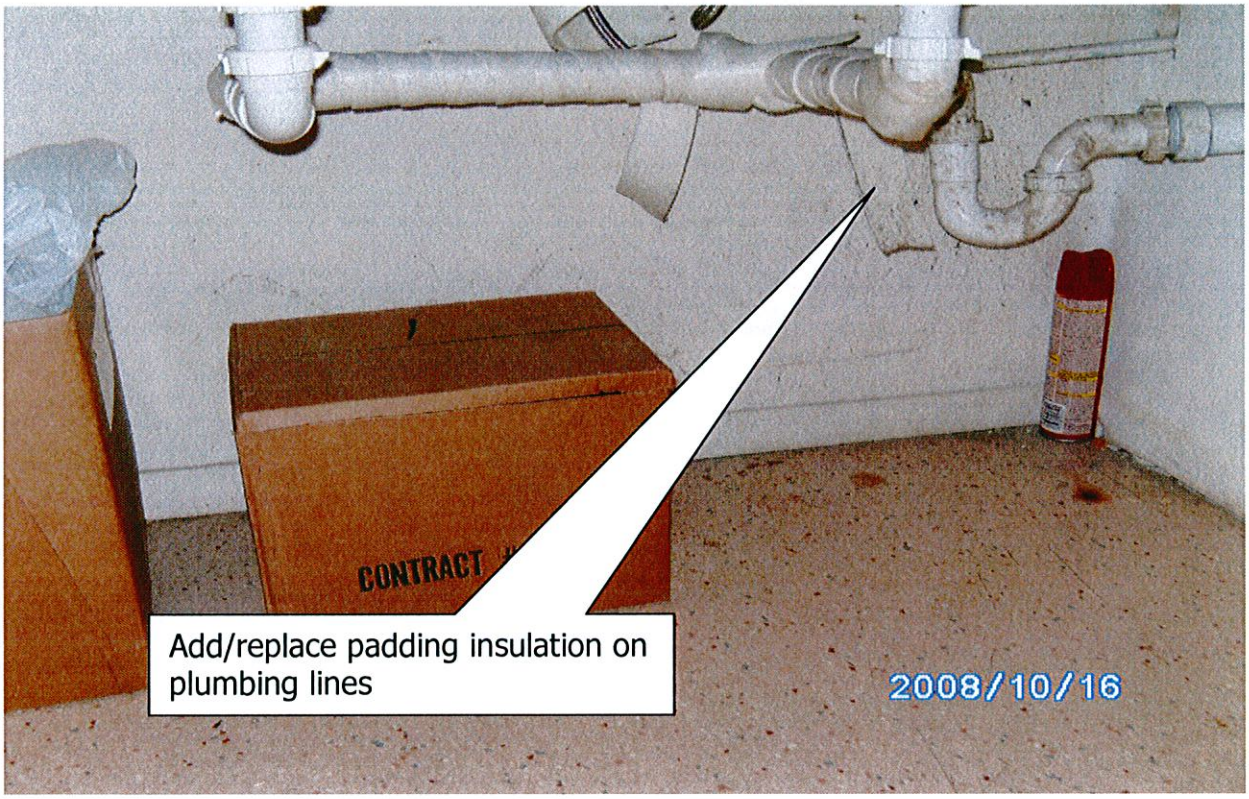

Replace door handles in kitchen
with levered handles

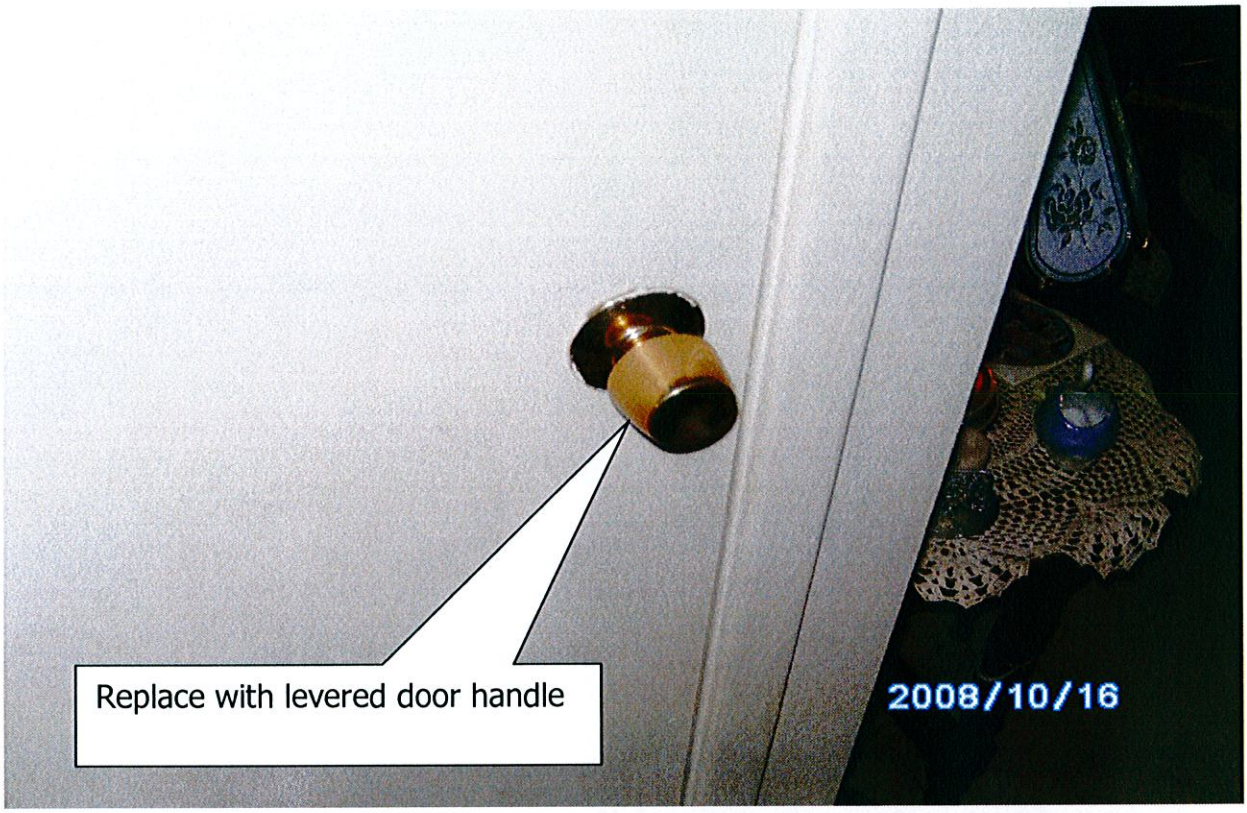
Modify bathrooms for 504
accommodations per HUD report

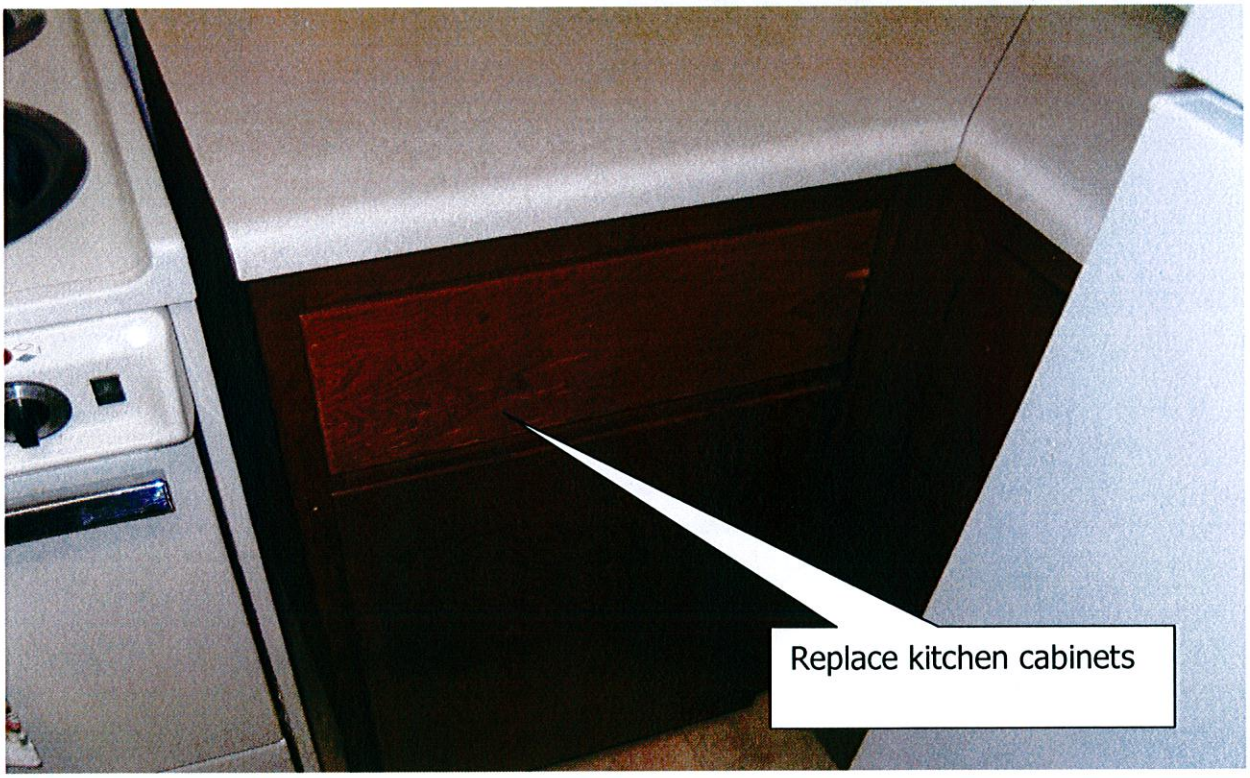

Modify bathrooms to comply with HUD 504
Review and replace water closets with 1.6
gallon flush toilets


Replace water closet with 1.6
gallon per minute (gpm) flush
2008/10/16

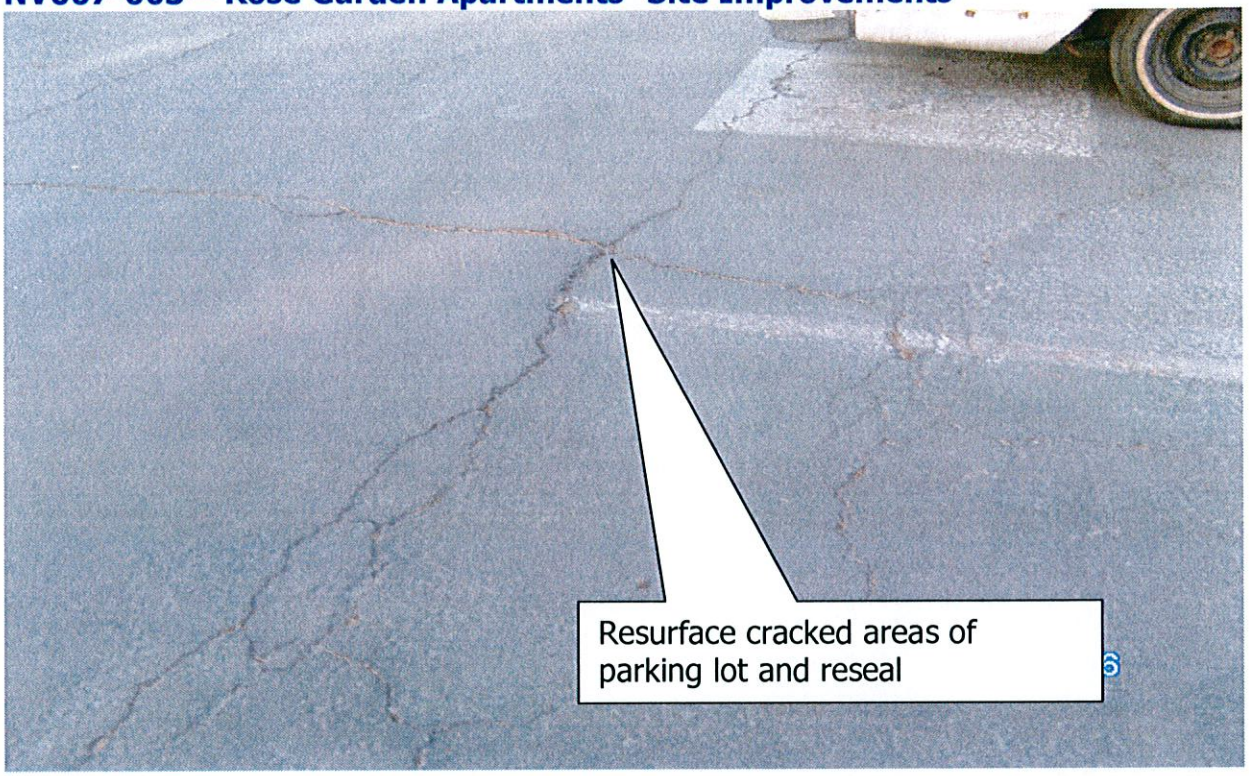

Install levered door handle
16

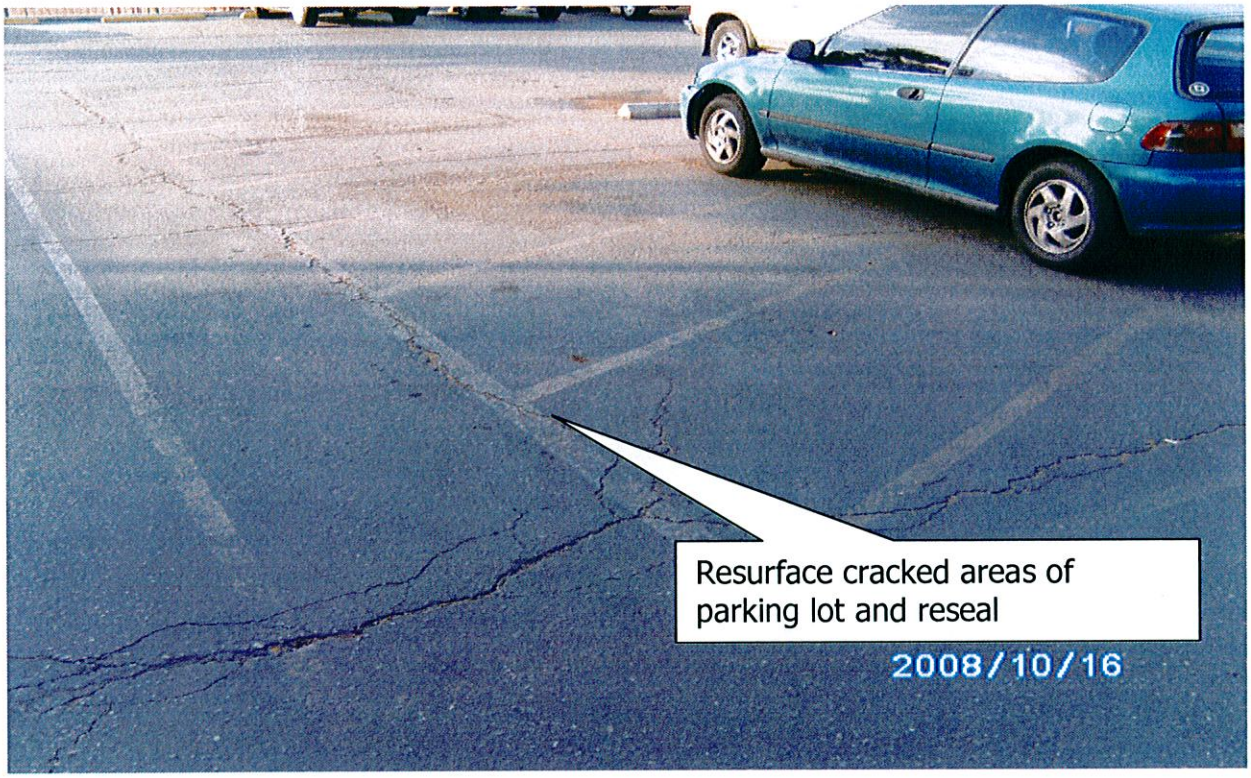

CONTRACT
Add/replace padding insulation on plumbing lines
2008/10/16


Replace with levered door handle
2008/10/16


Replace kitchen cabinets

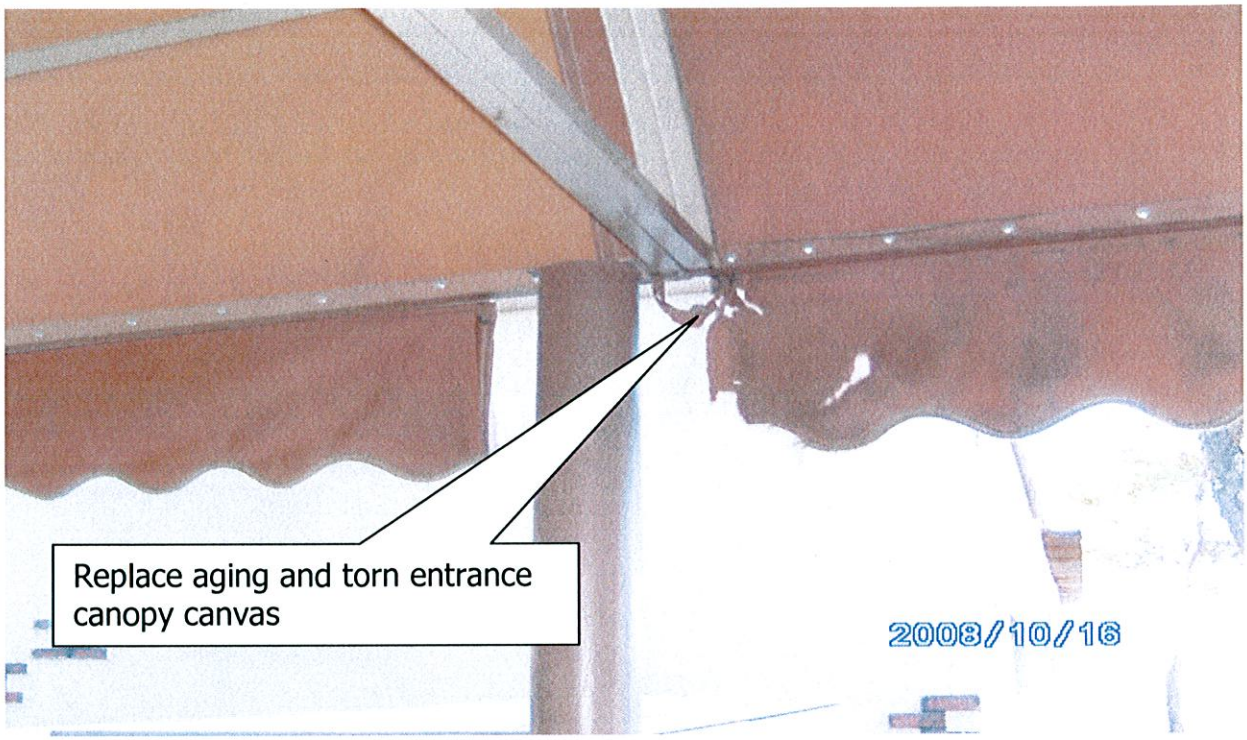
NV007-003 – Rose Garden Apartments- Site Improvements

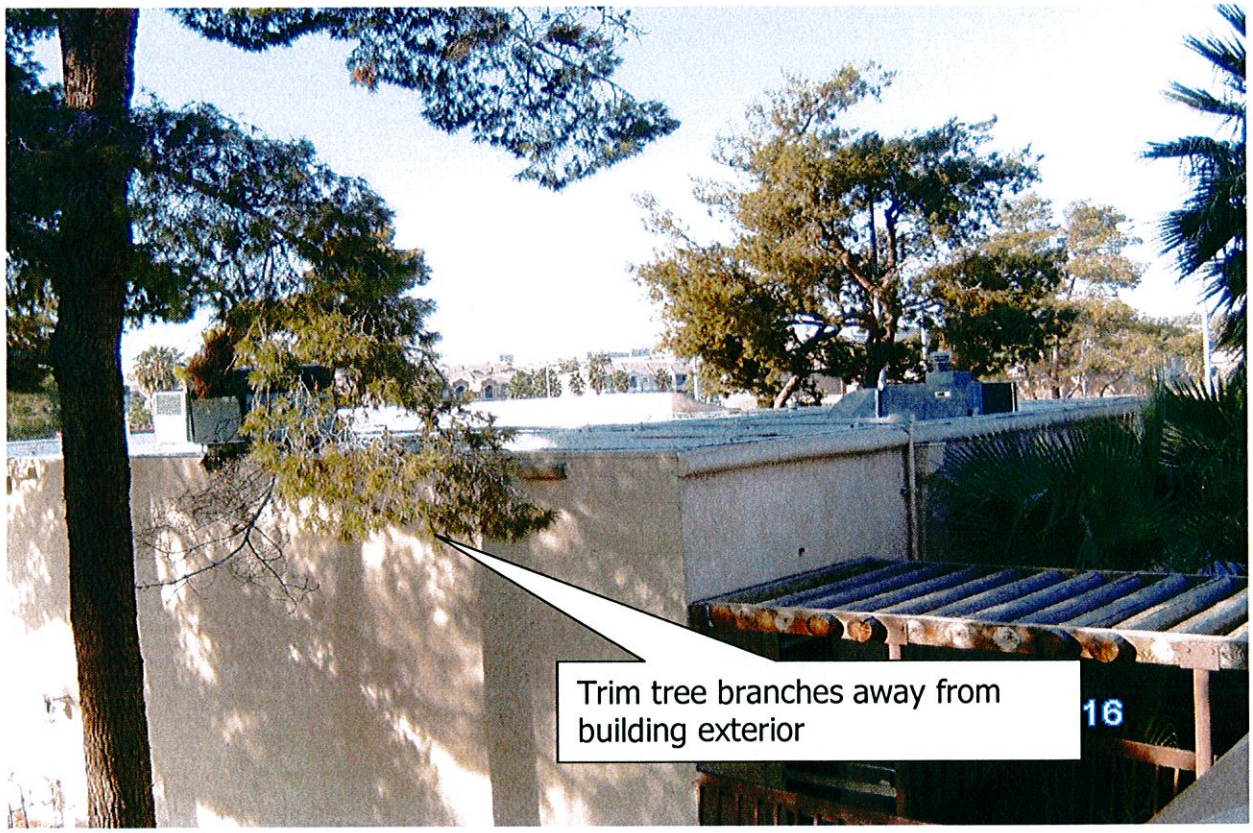


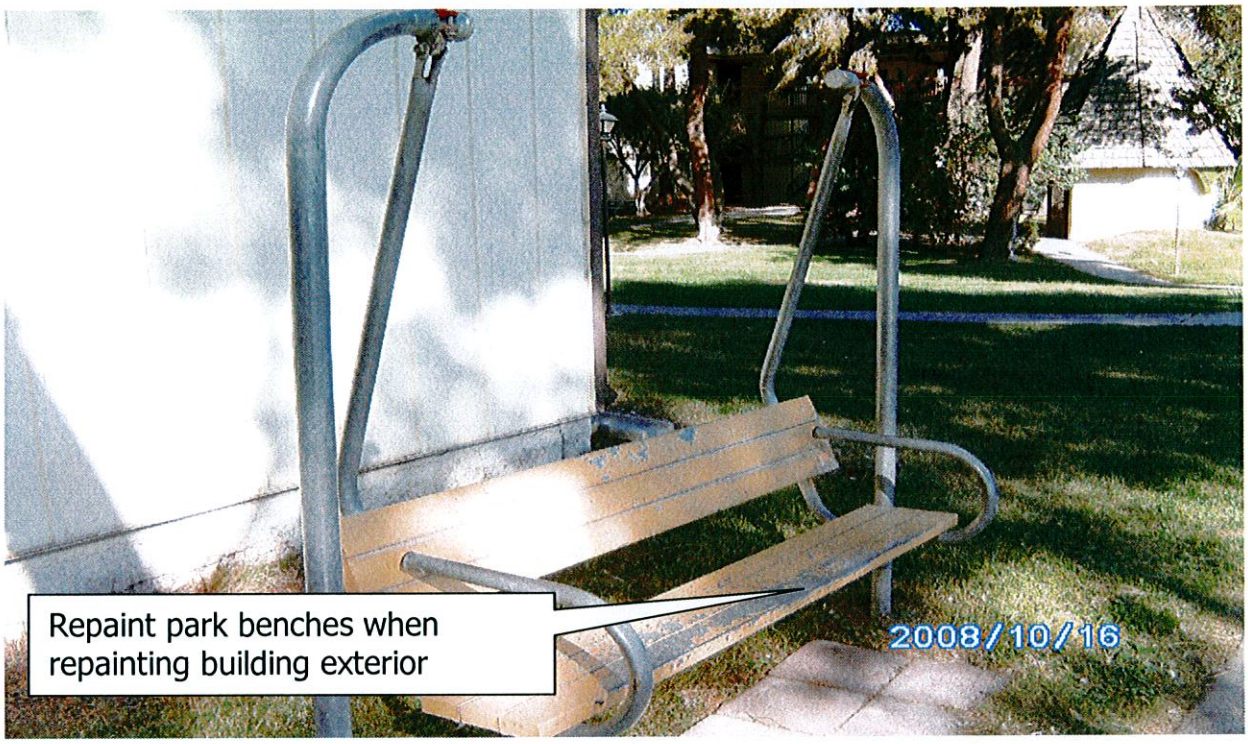


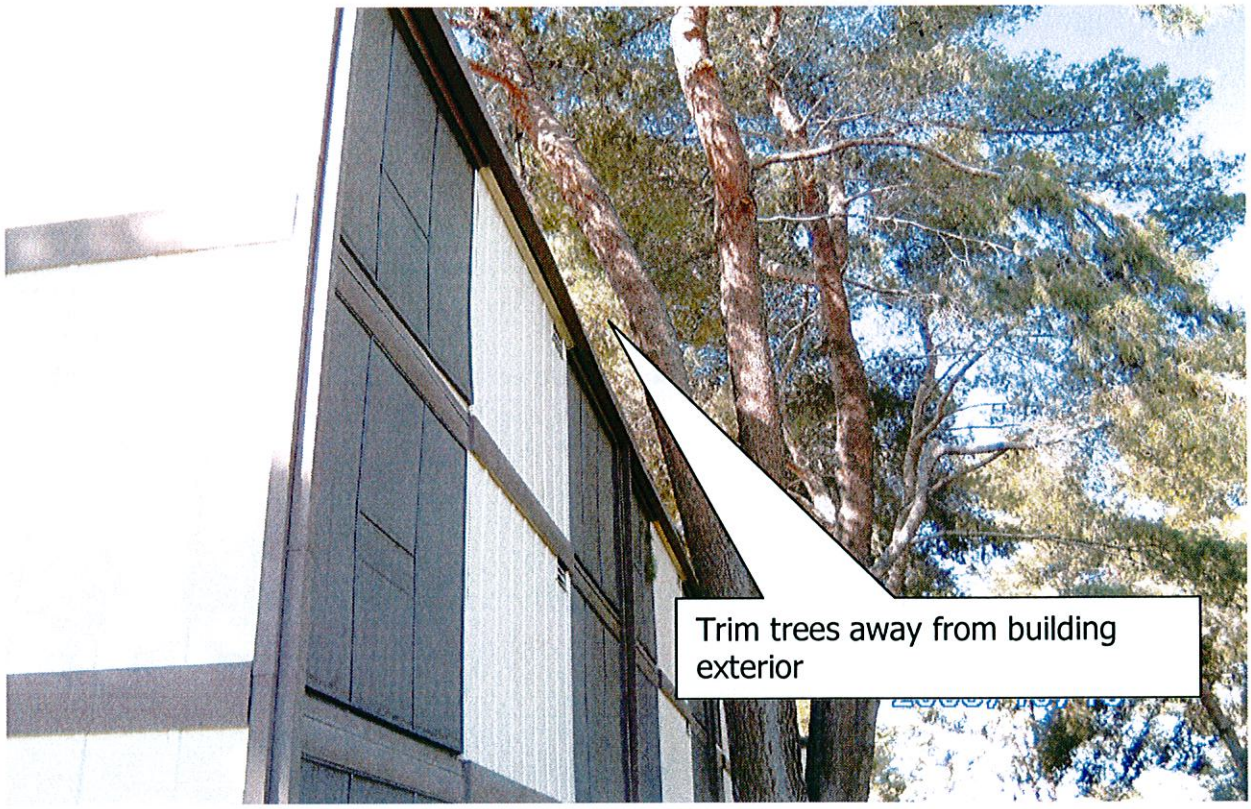
Grind concrete sidewalk to
remove tripping hazard
2008/10/16

Replace T12 light fixtures with T8
fixtures

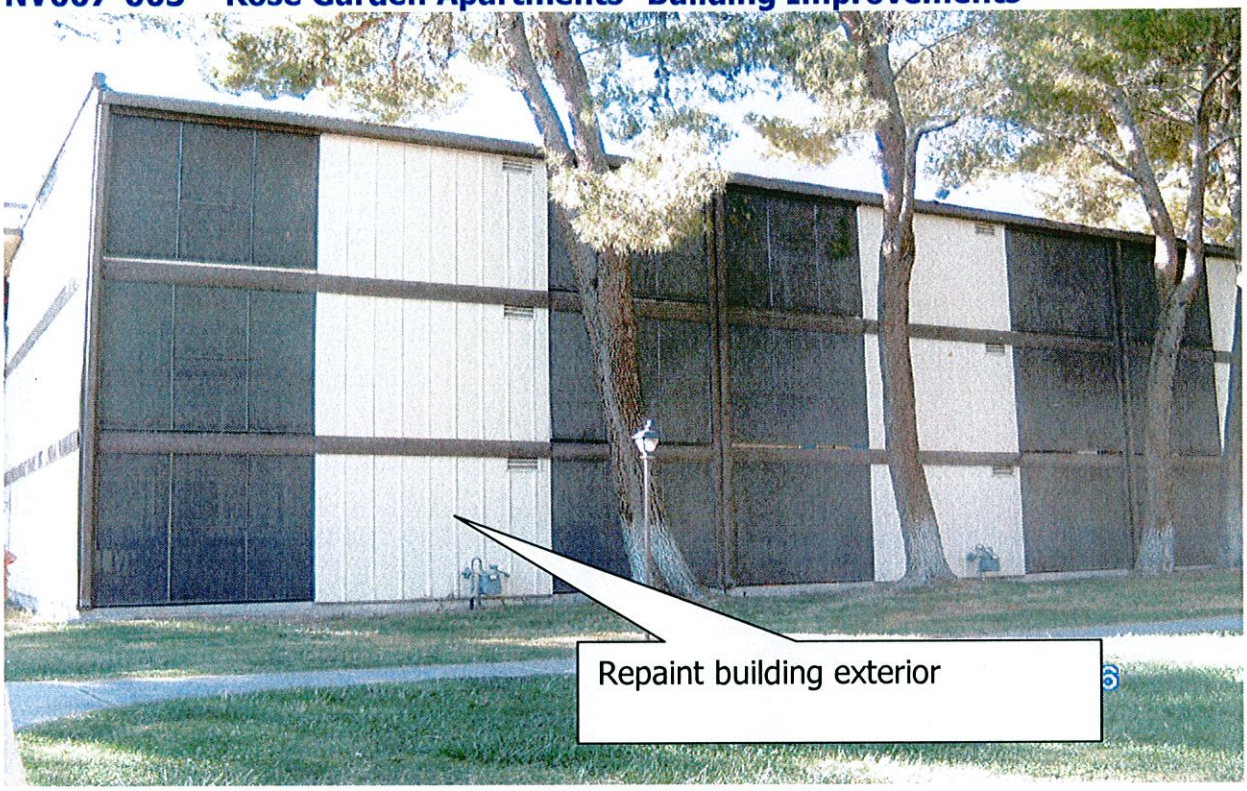

Replace aging and torn entrance canopy canvas
2008/10/16

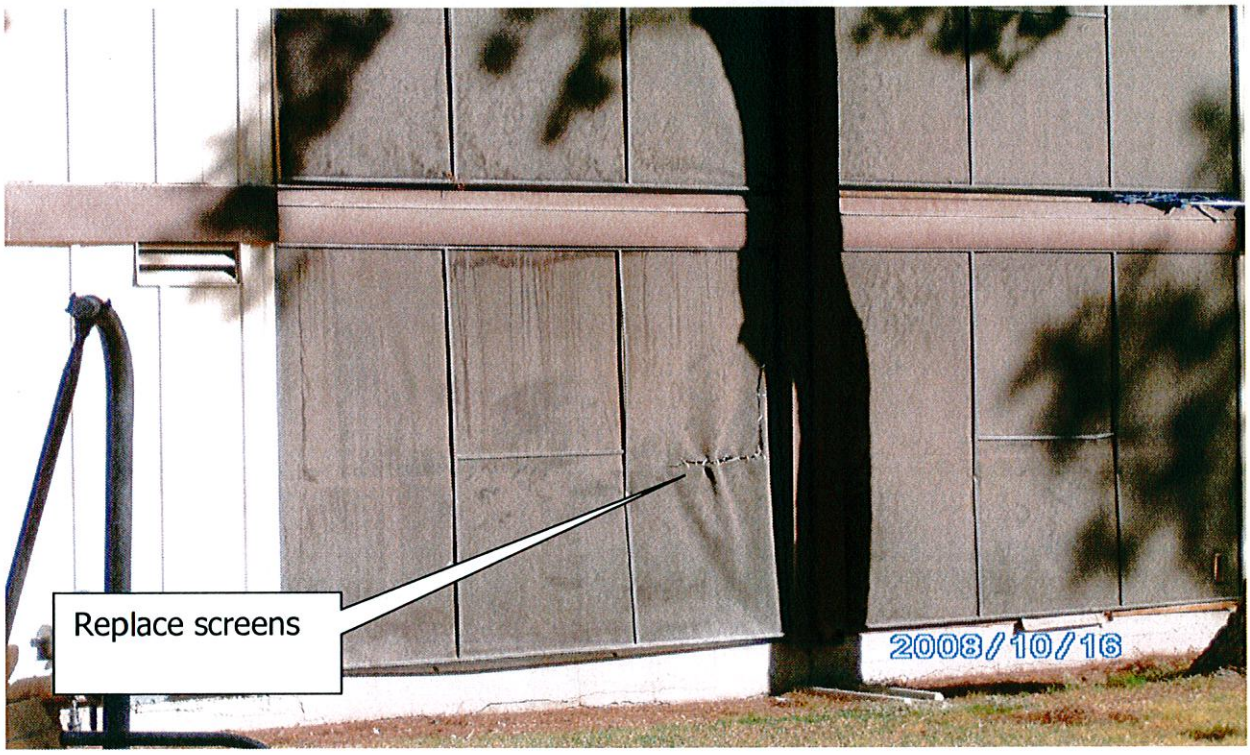

Trim tree branches away from building exterior
16

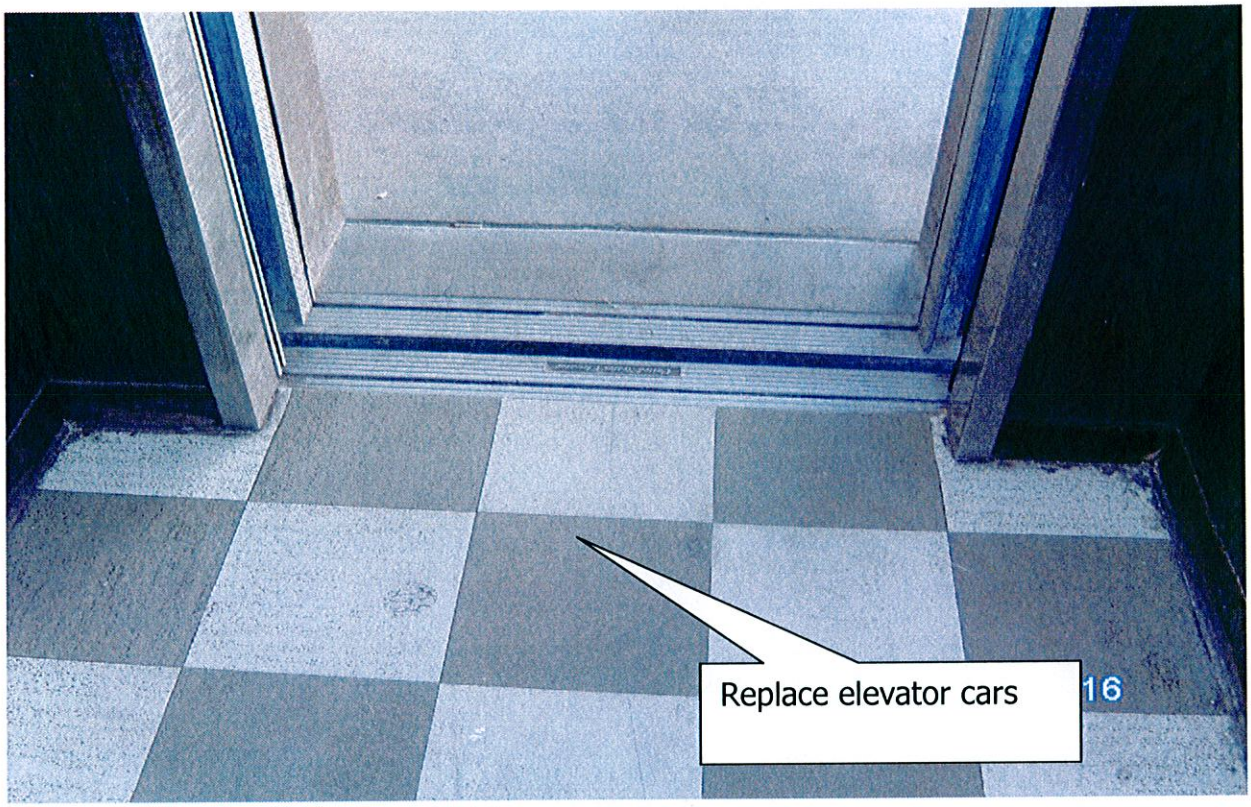

Repaint park benches when repainting building exterior
2008/10/16


Trim trees away from building exterior

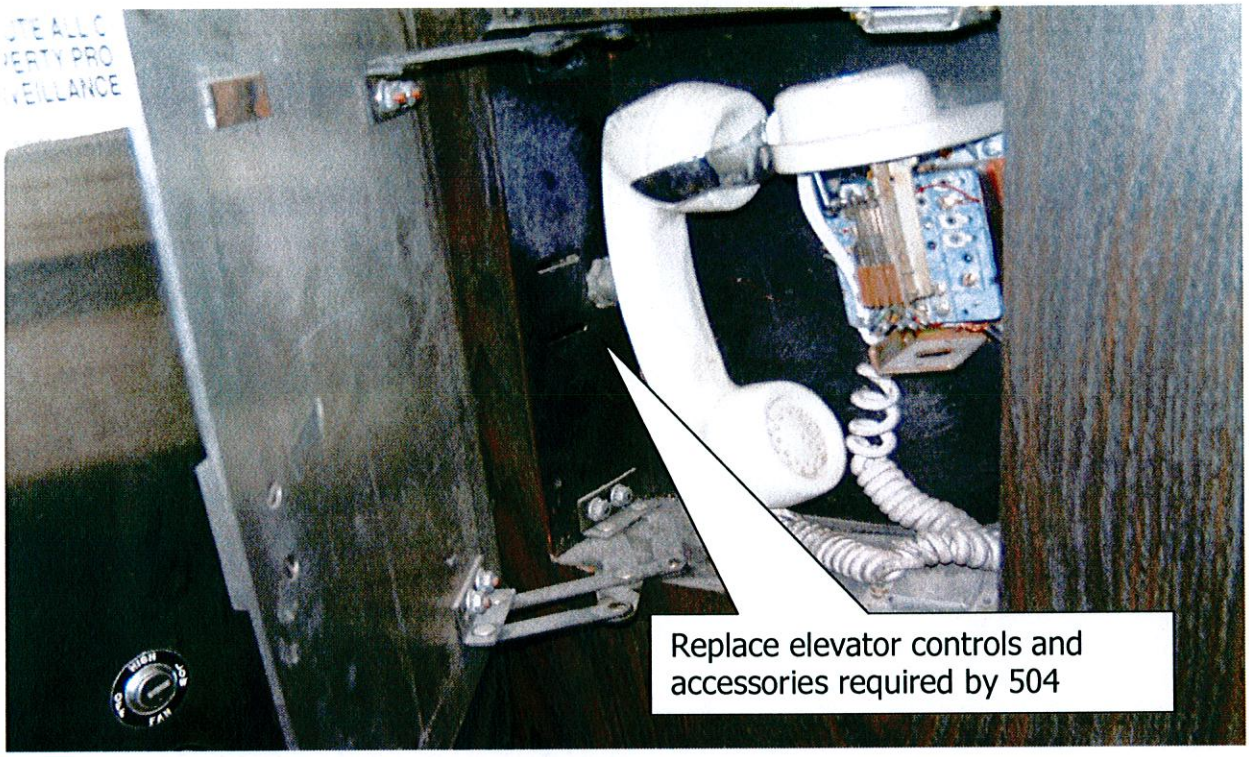
NV007-003 – Rose Garden Apartments- Building Improvements

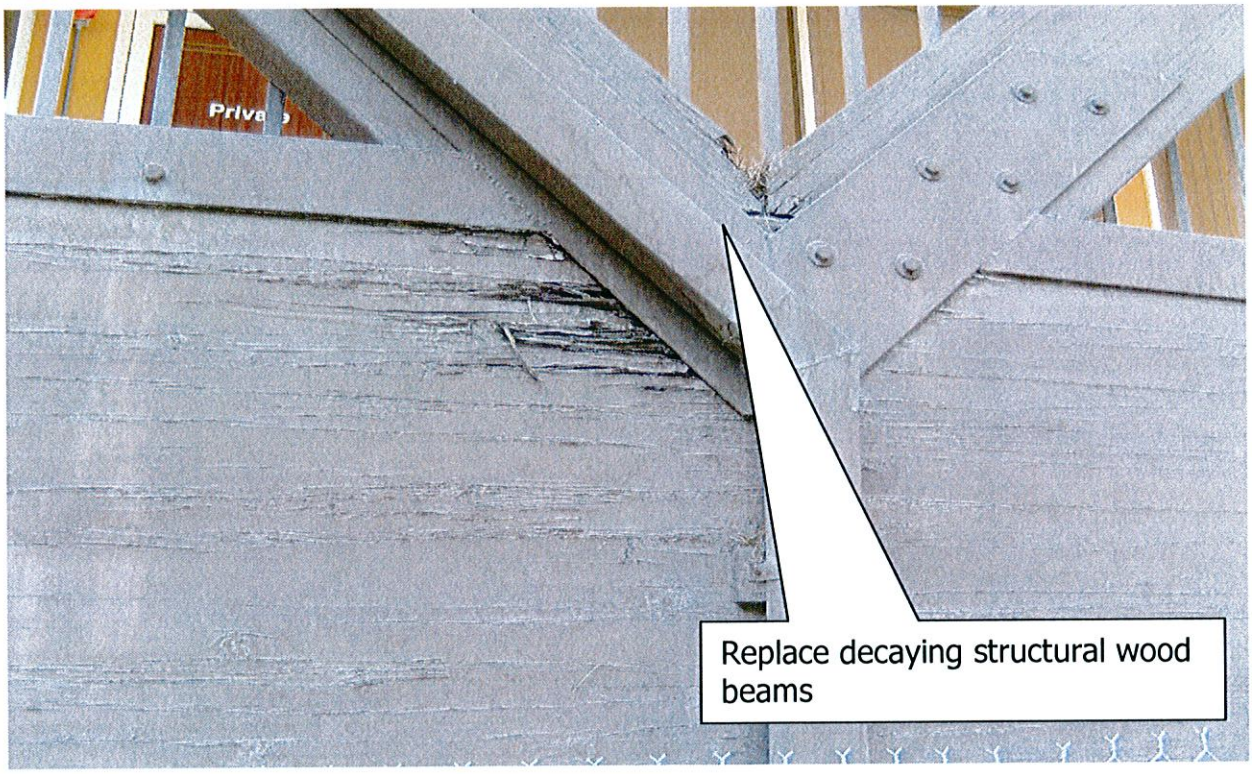


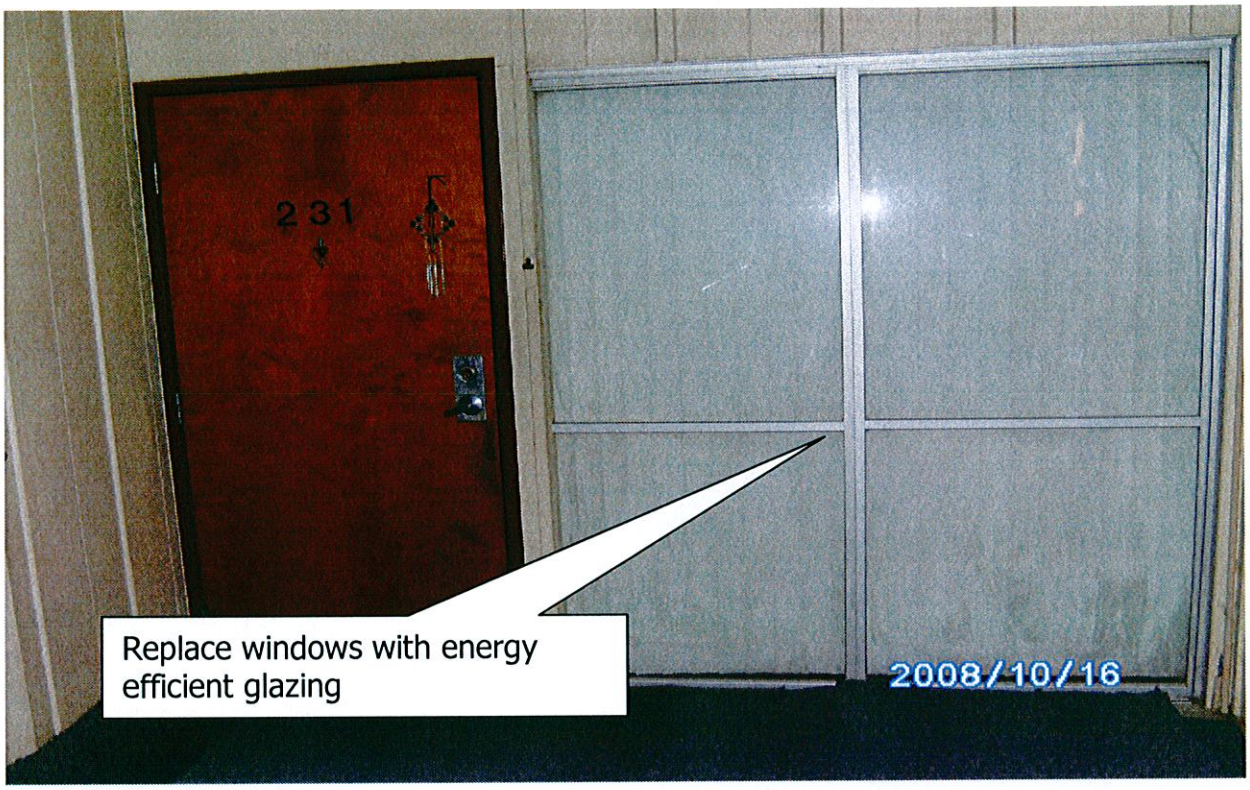


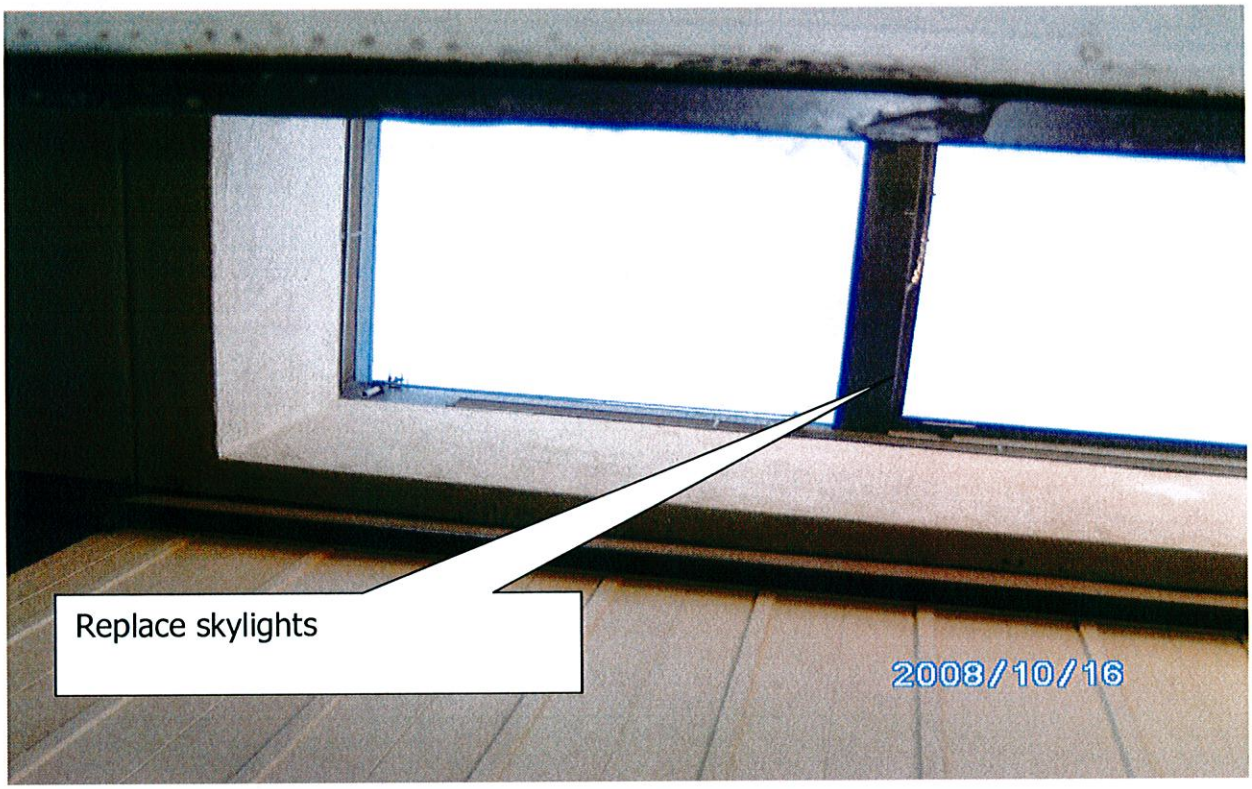

Replace elevator cars
16

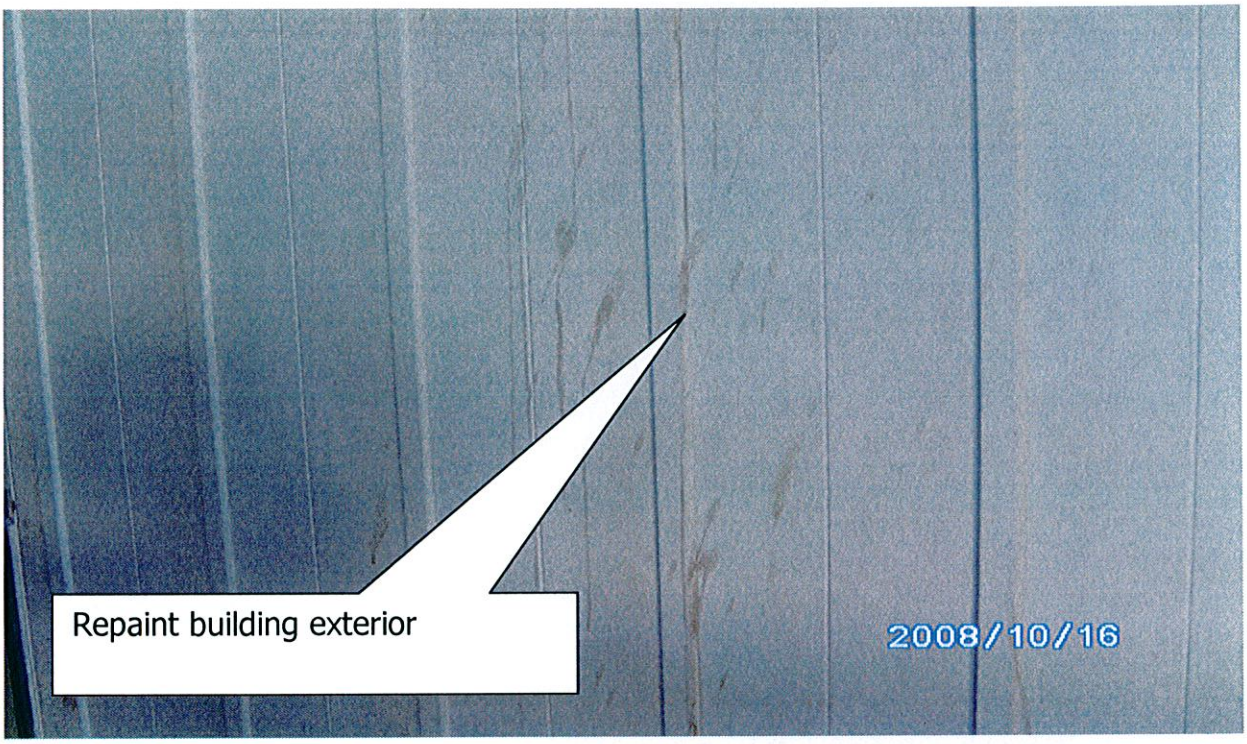
Replace aging elevator systems
and controls

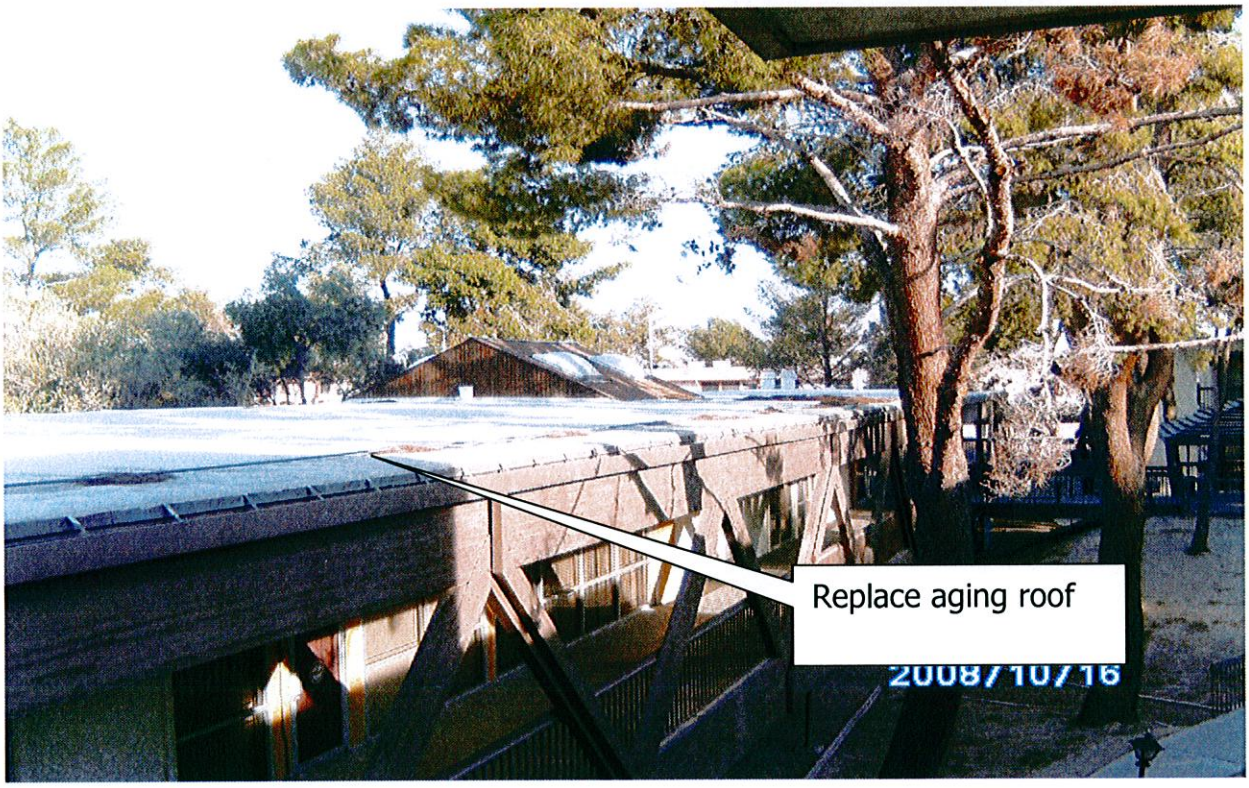

Replace elevator controls and accessories required by 504

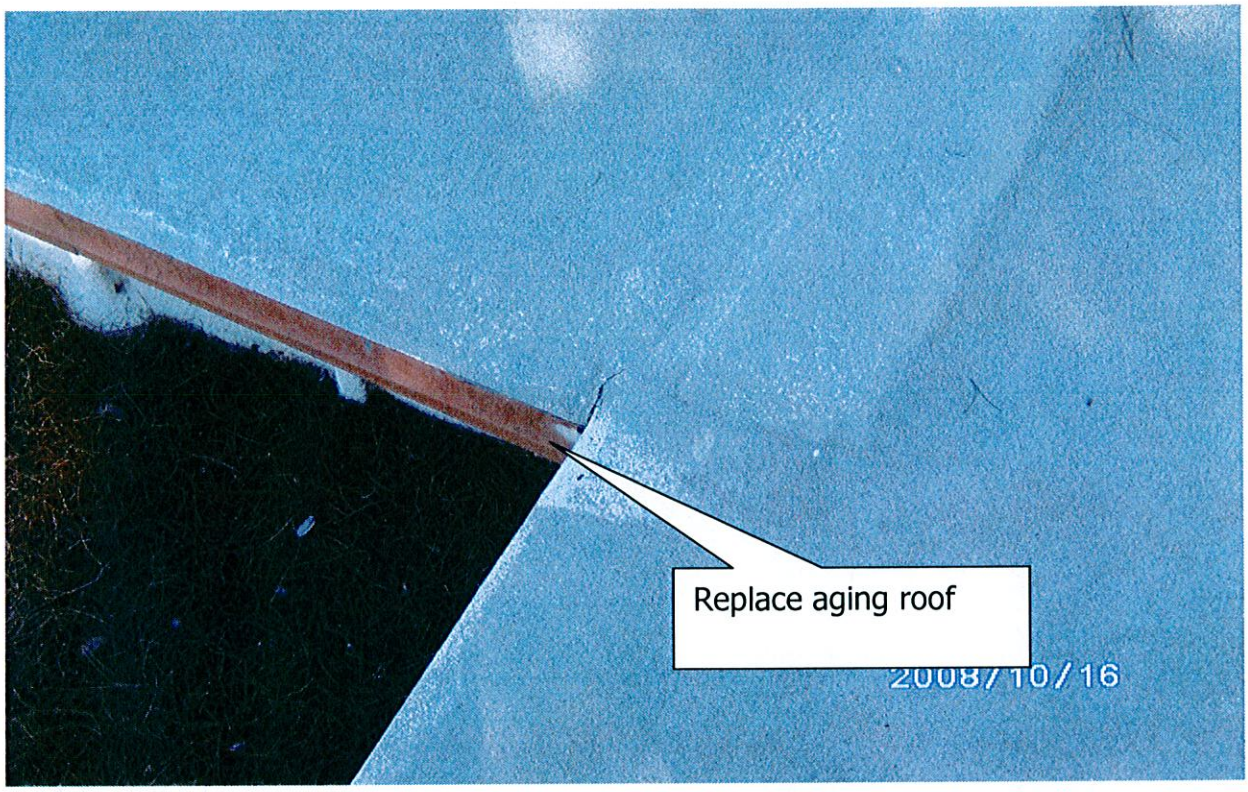

Replace decaying structural wood beams

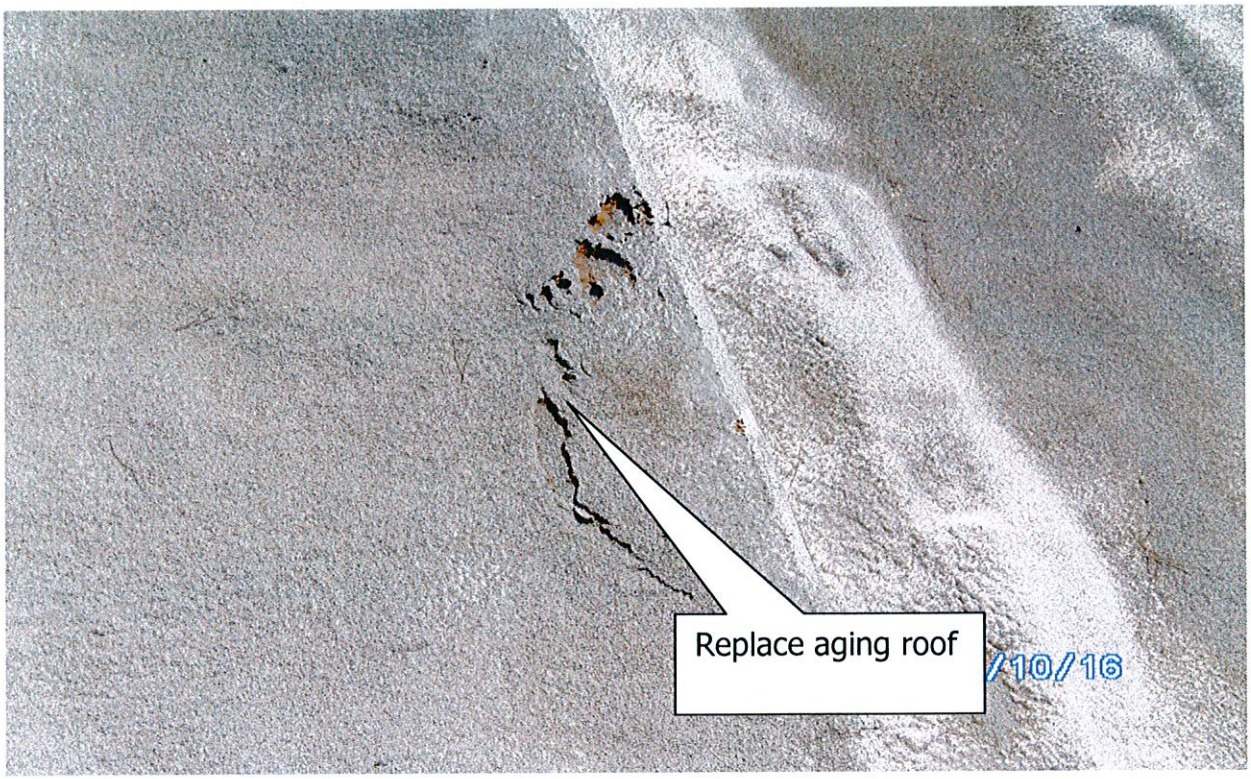

231
Replace windows with energy efficient glazing
2008/10/16

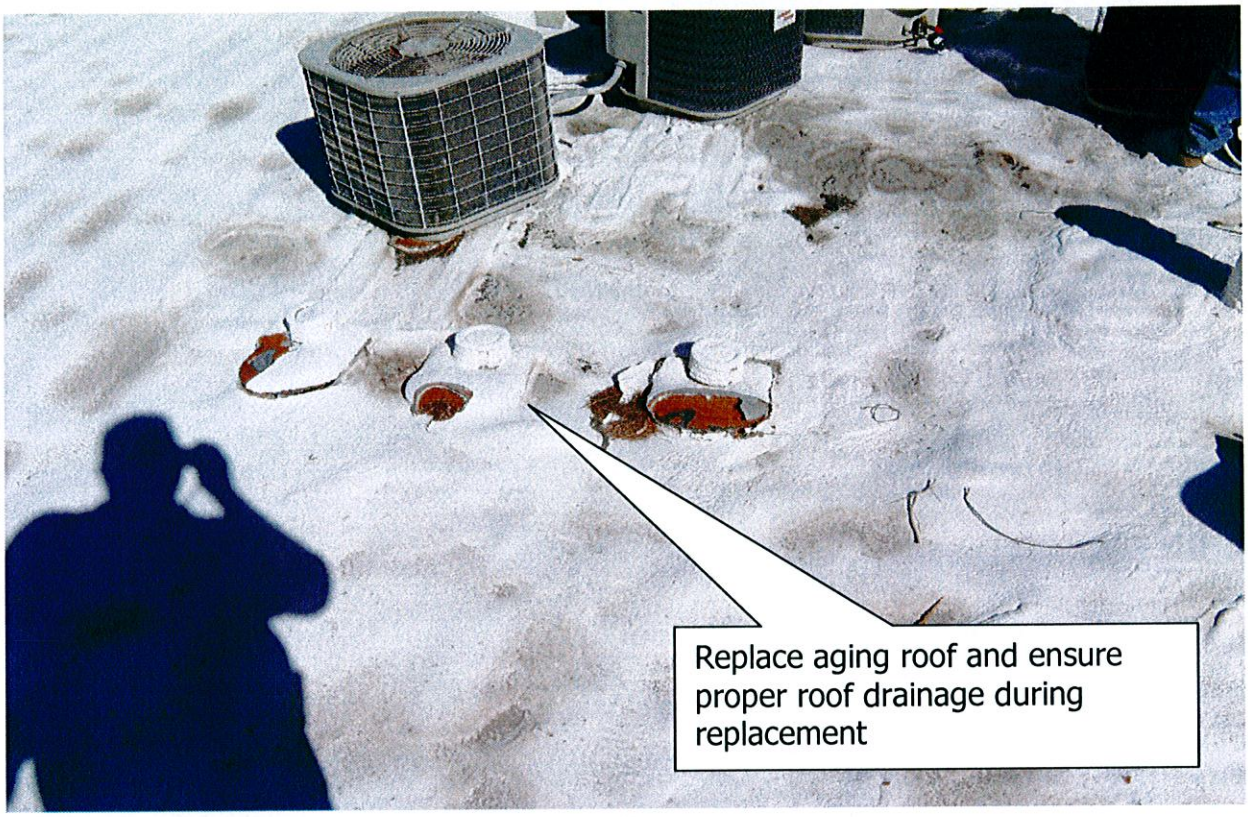

Replace skylights
2008/10/16


Repaint building exterior
2008/10/16

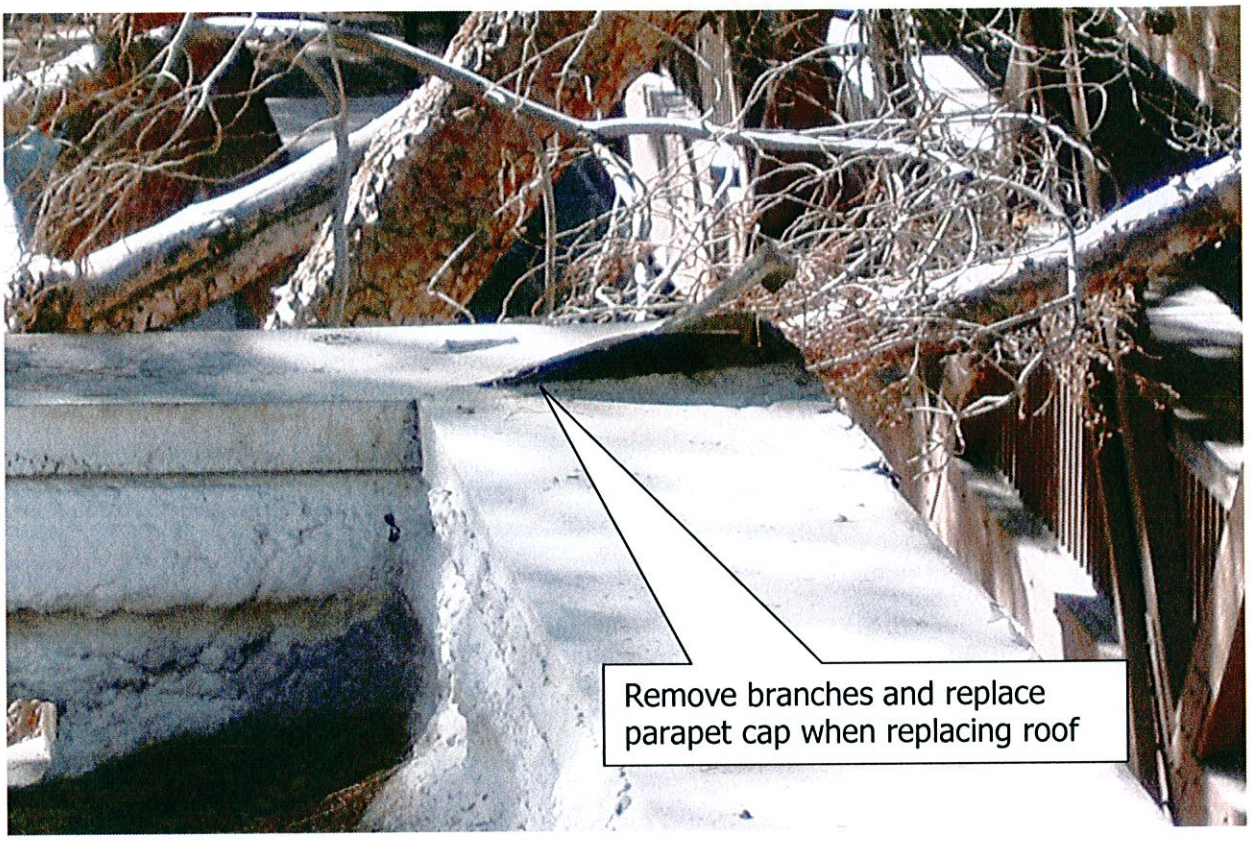

Replace aging roof
2008/10/16


Replace aging roof
2008/10/16


Replace aging roof
/10/16

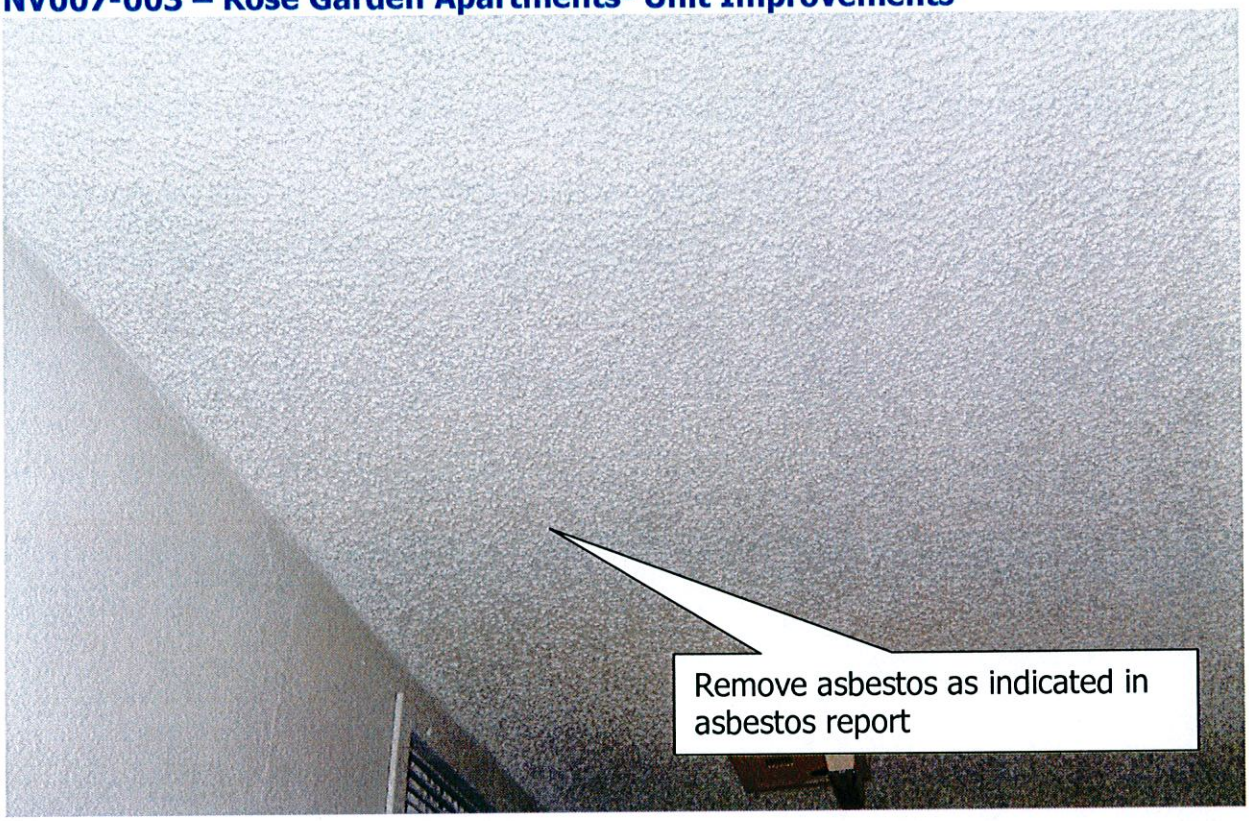

Replace aging roof and ensure proper roof drainage during replacement

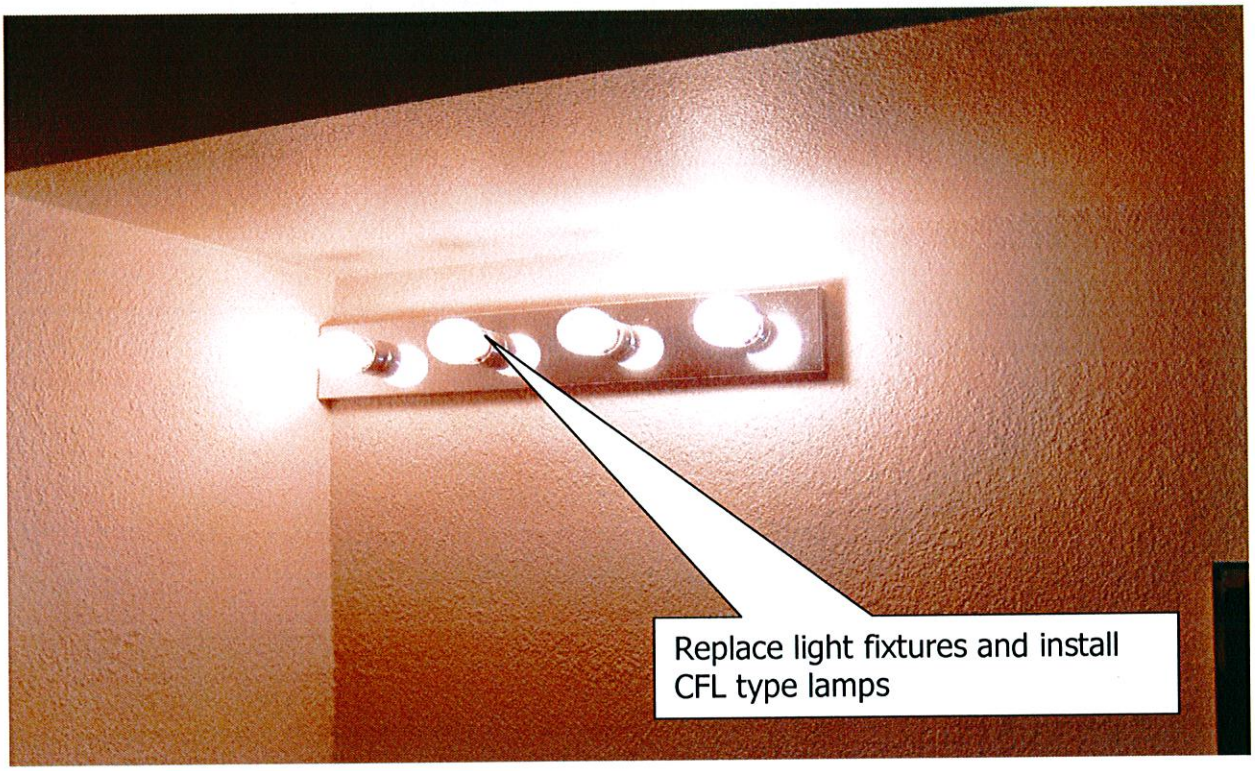
Replace aging roof in common area

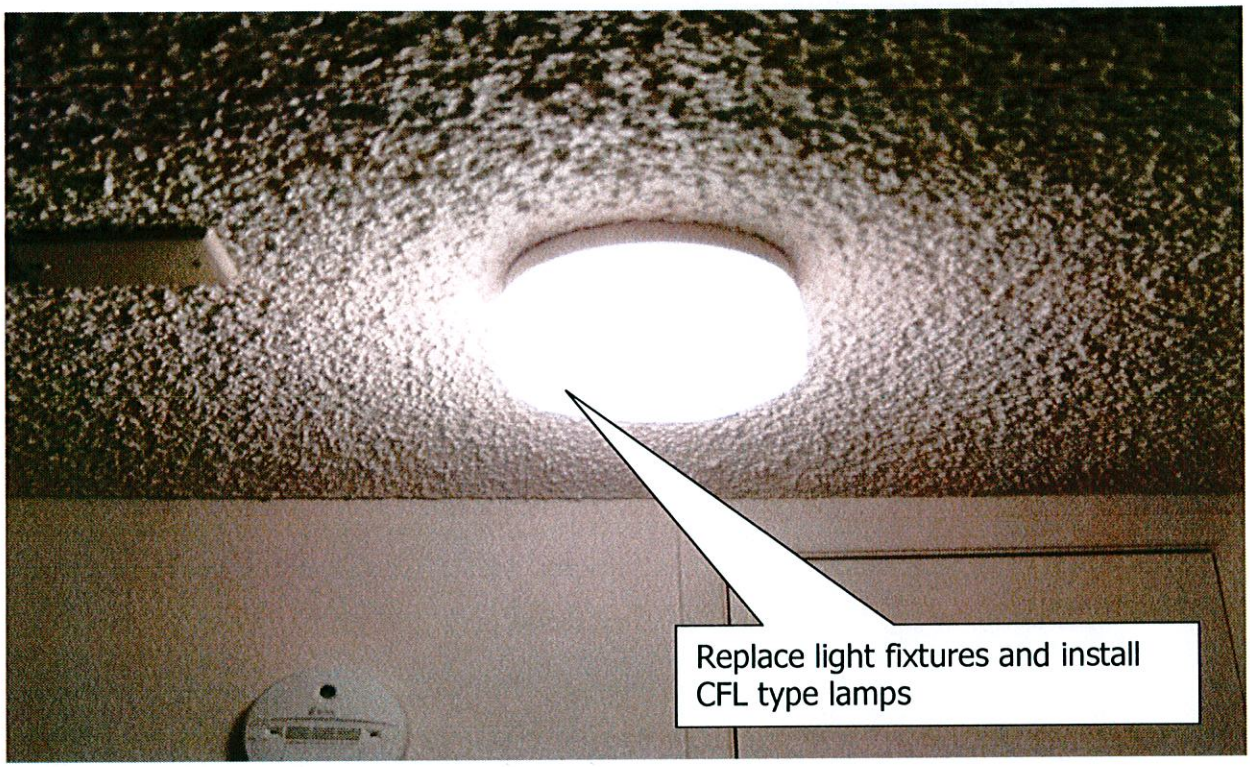

Remove branches and replace
parapet cap when replacing roof

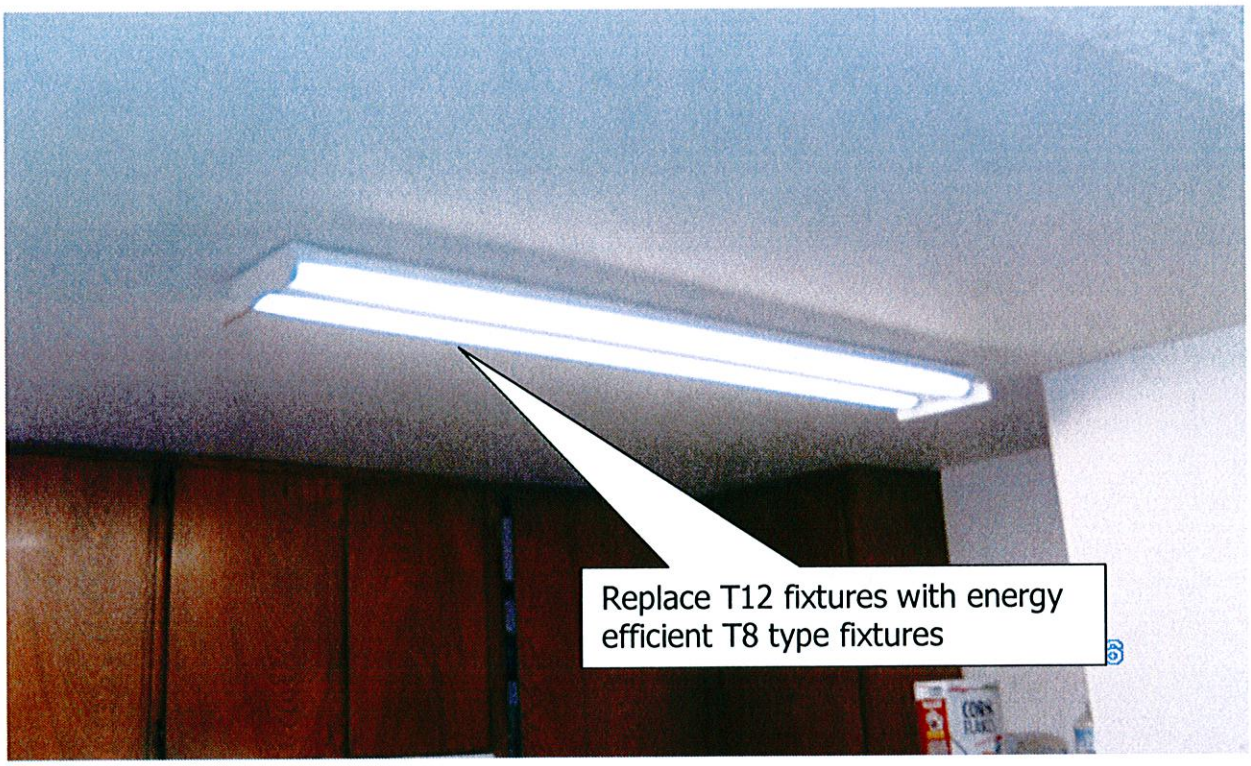
When replacing windows ensure
windows properly caulked and
sealed

NV007-003 – Rose Garden Apartments- Unit Improvements



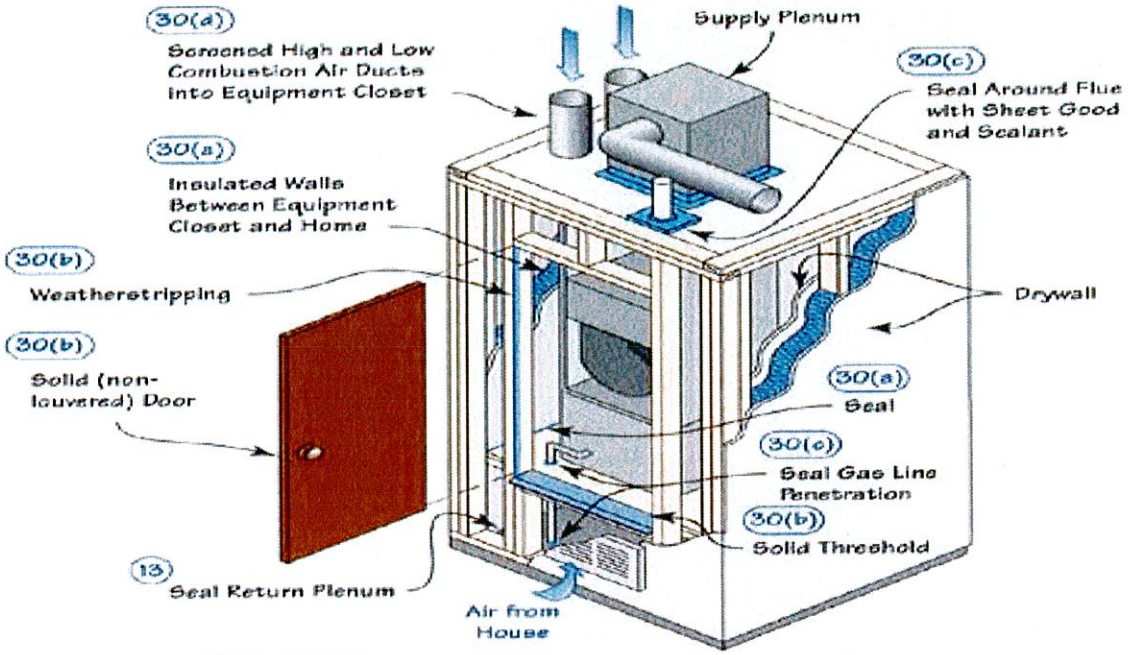



Replace light fixtures and install
CFL type lamps

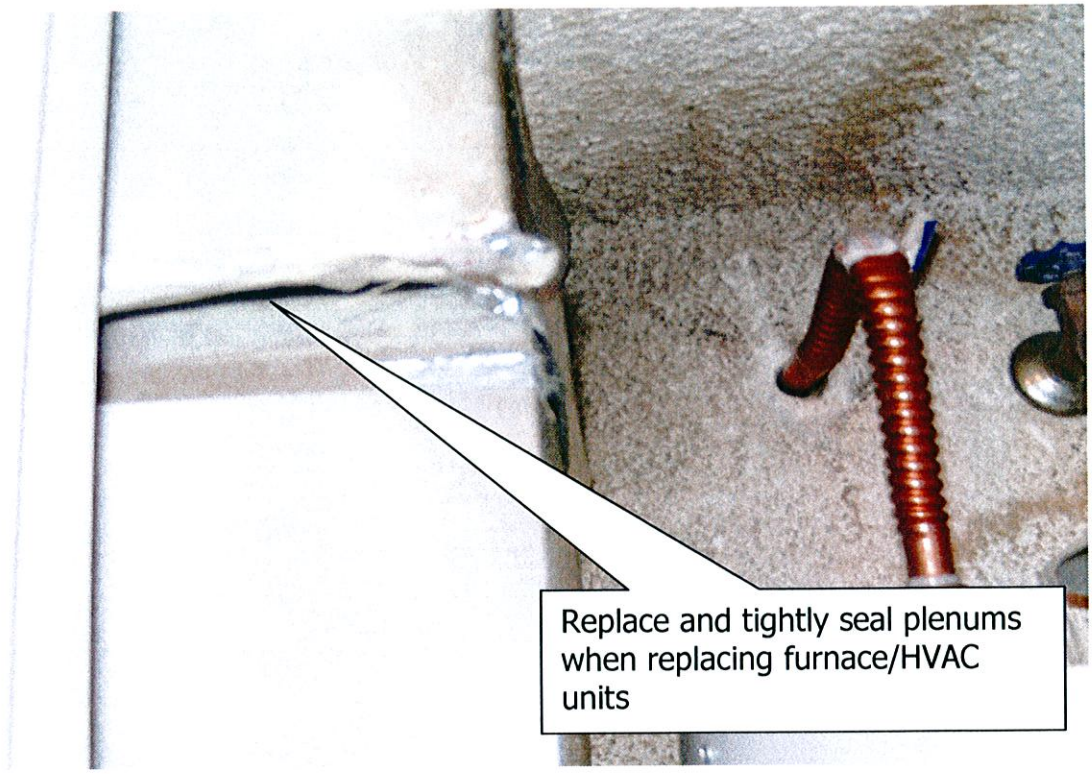

Replace T12 fixtures with energy
efficient T8 type fixtures

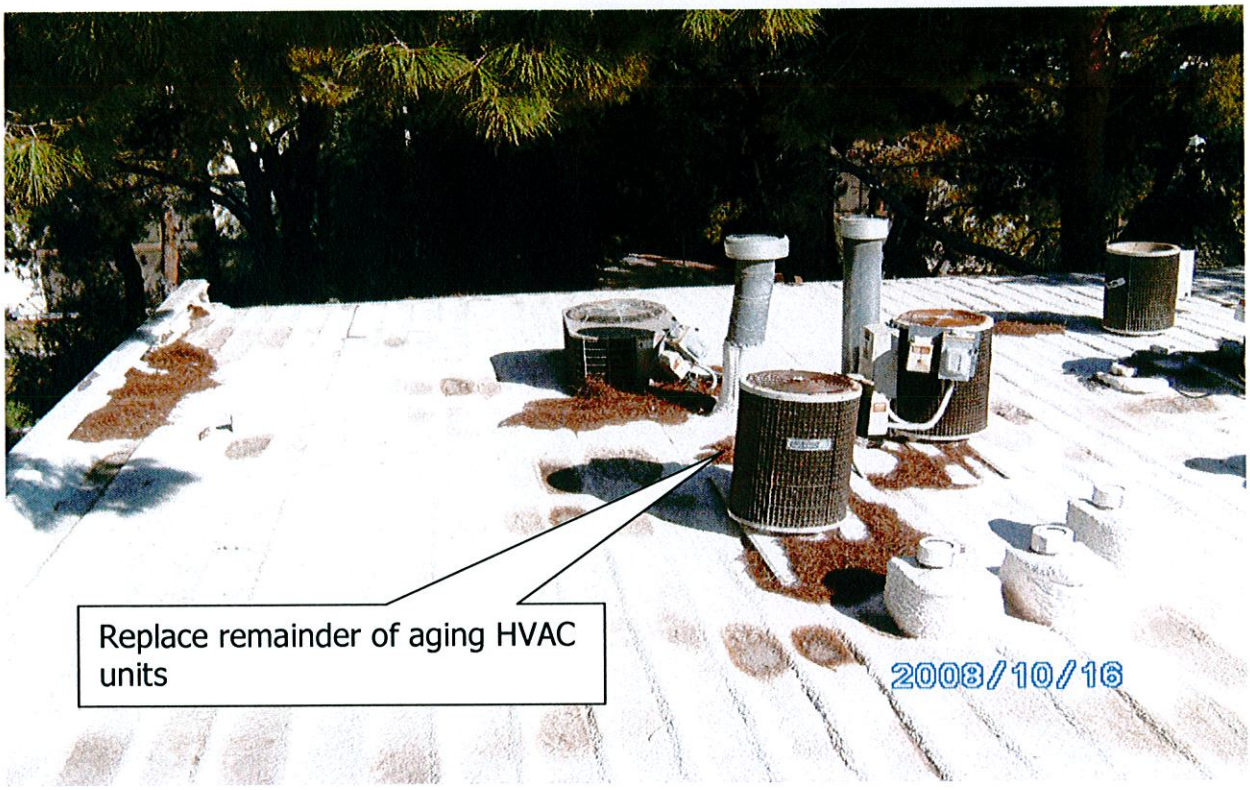
Remove excessive
light fixtures
/10/16

Enclose and seal mechanical
closets per detail below

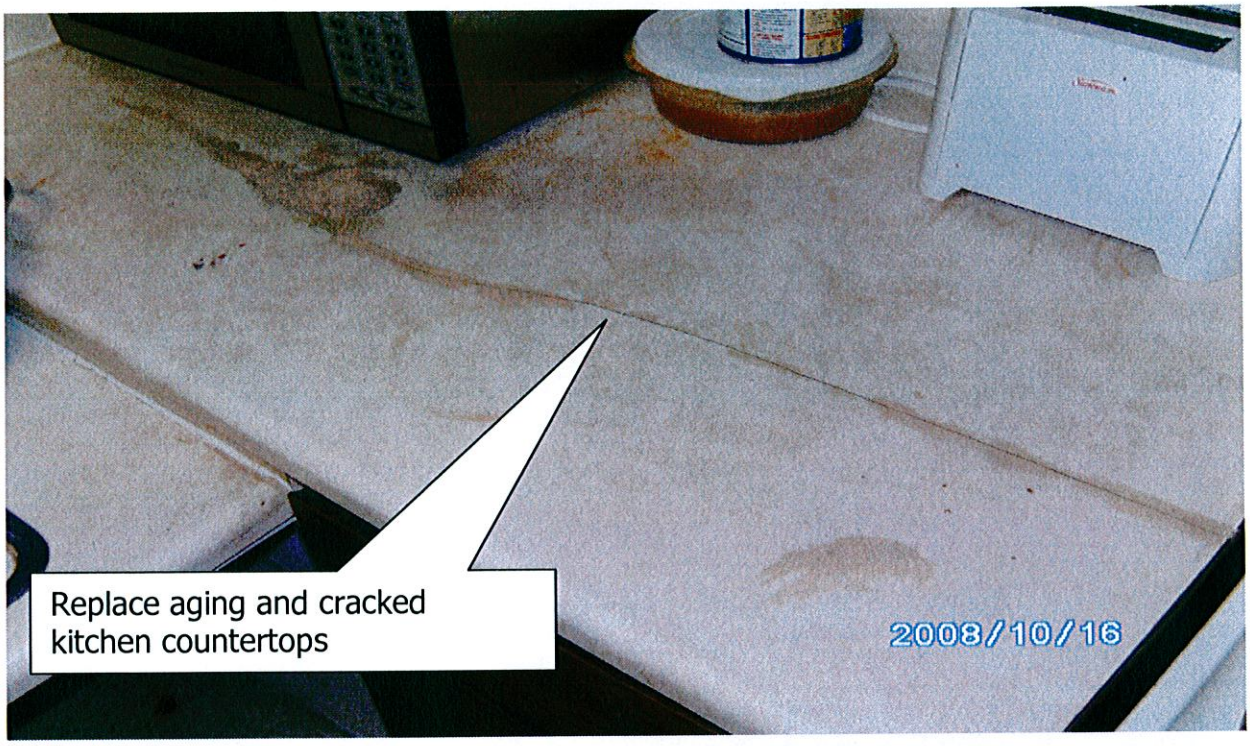

30(d)
Screened High and Low Combustion Air Ducts into Equipment Closet
Supply Plenum
30(c)
Seal Around Flue with Sheet Good and Sealant
30(a)
Insulated Walls Between Equipment Closet and Home
30(b)
Weatherstripping
Drywall
30(b)
Solid (non-louvered) Door
30(a)
Seal
30(c)
Seal Gas Line Penetration
30(b)
Solid Threshold
13
Seal Return Plenum
Air from House

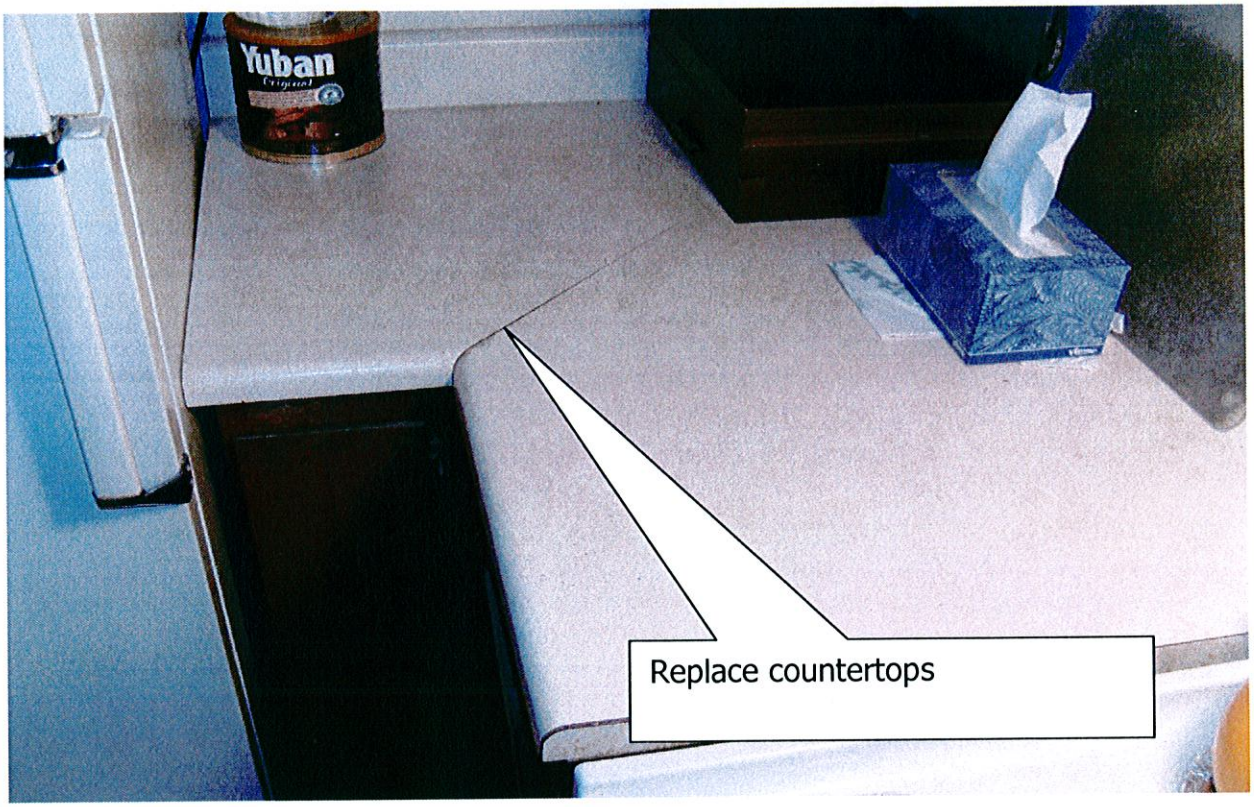
Detail H


Replace and tightly seal plenums when replacing furnace/HVAC units


Replace remainder of aging HVAC units
2008/10/16

Replace aging kitchen cabinets

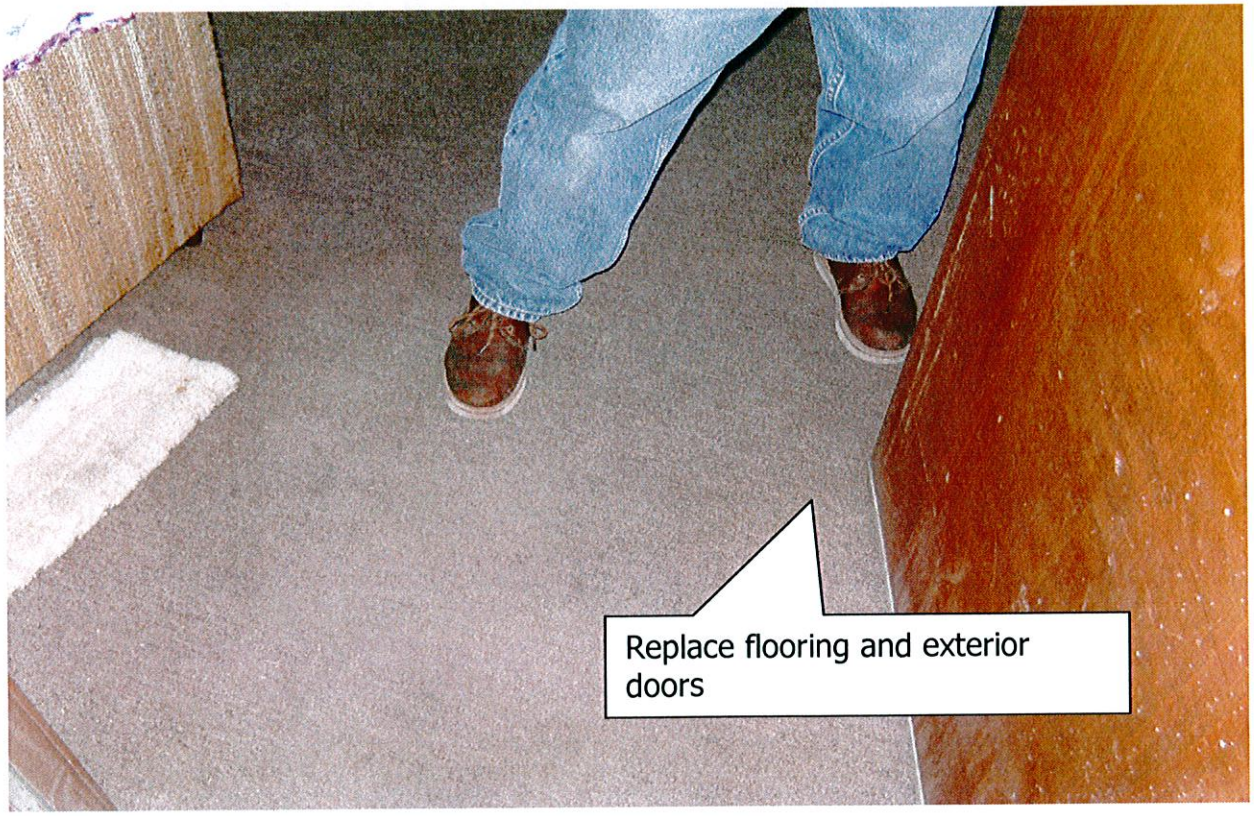

Replace aging and cracked
kitchen countertops
2008/10/16

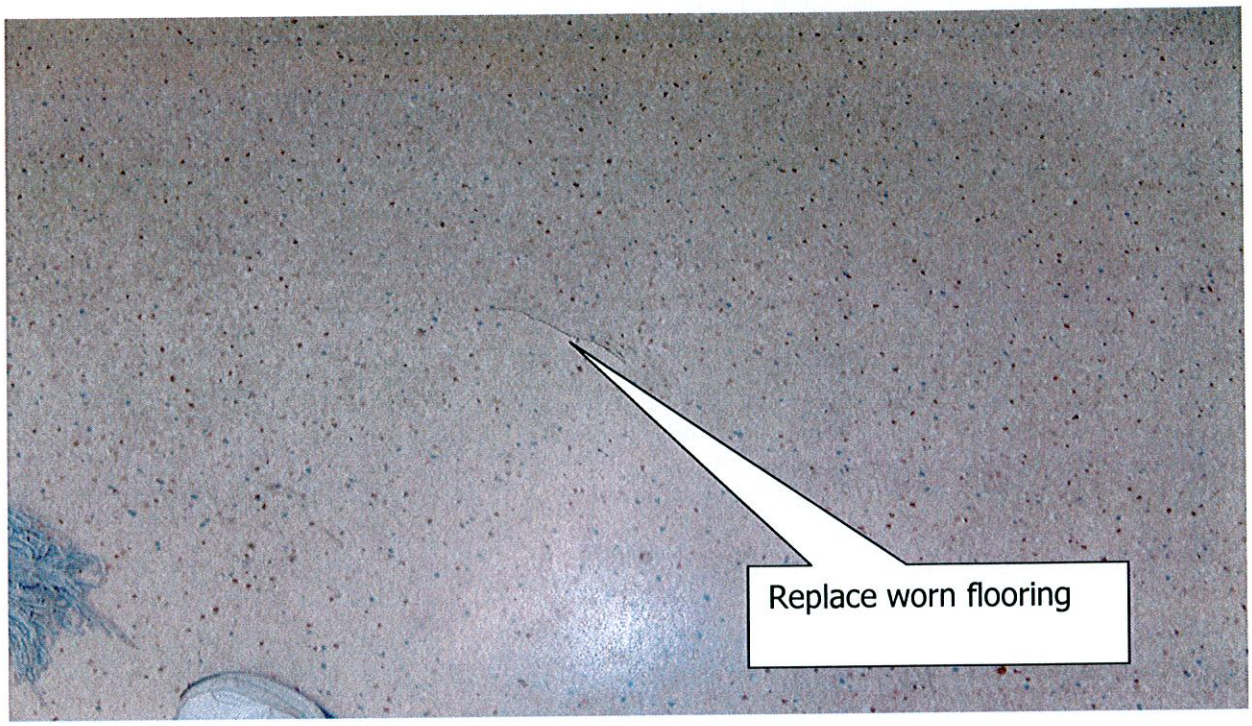

Yuban
Replace countertops

Replace kitchen cabinets
10/16

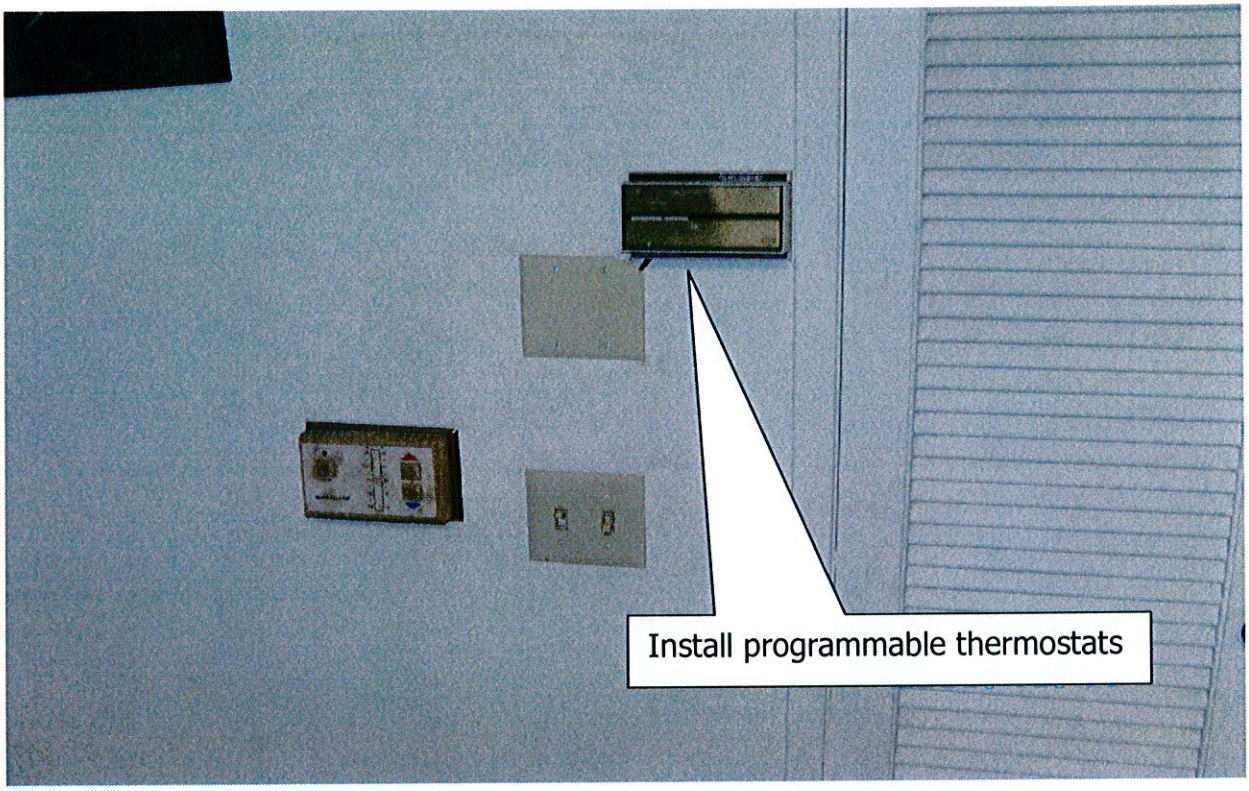
Replace worn flooring and abate asbestos per asbestos report

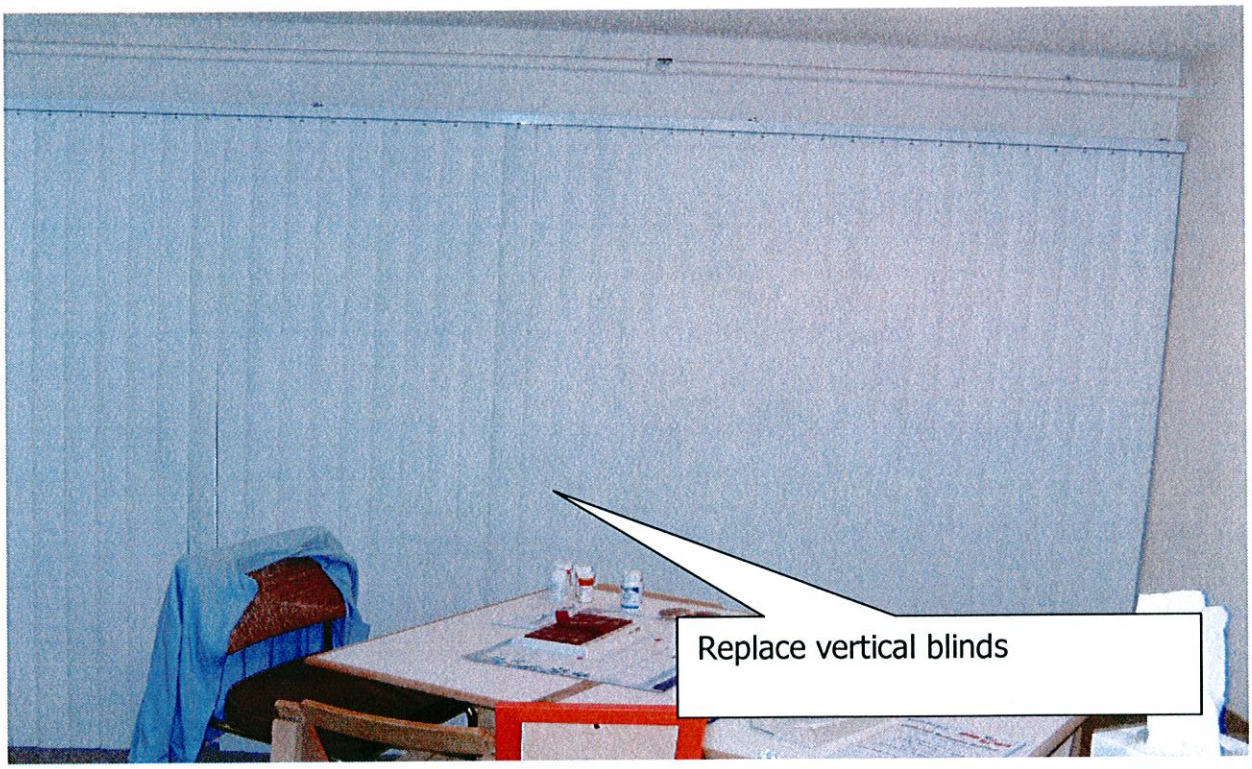
Install grease shields and GFCIs

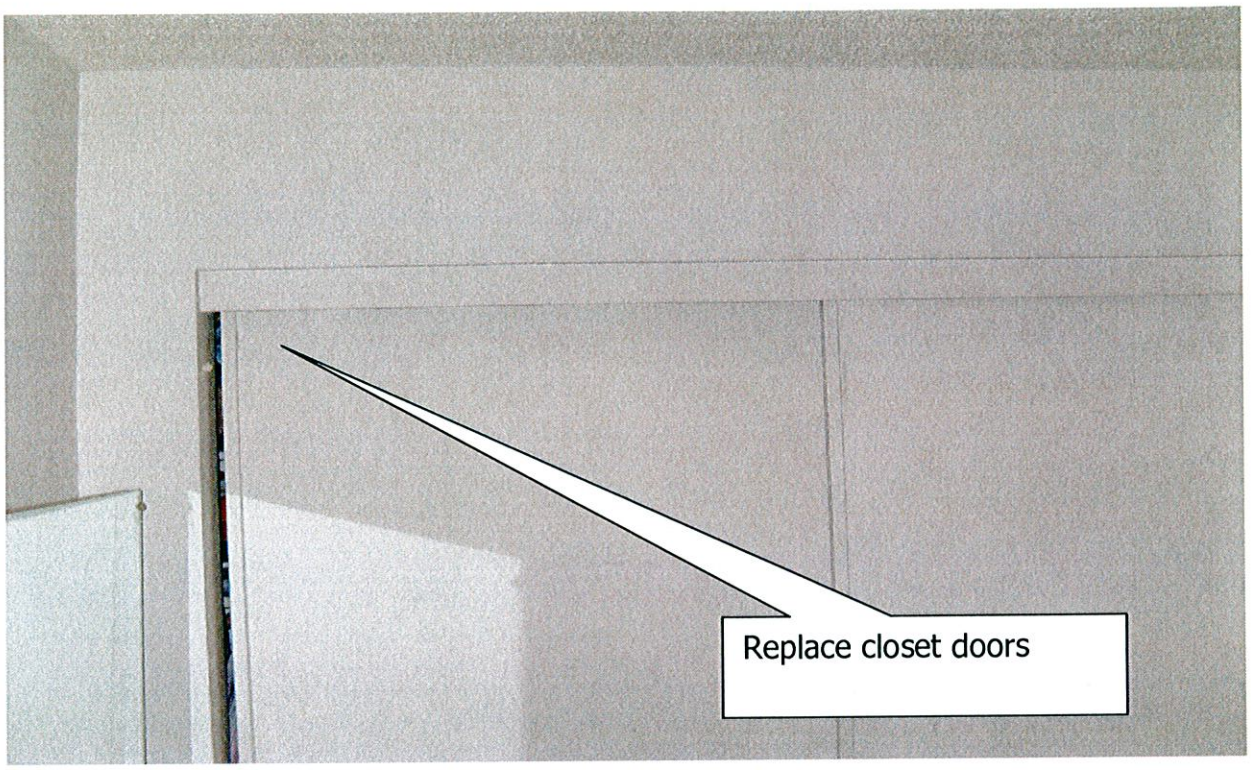

Replace flooring and exterior doors


Replace worn flooring

Replace kitchen sinks with
stainless steel sinks
2008/10/16


Install programmable thermostats


Replace vertical blinds


Replace closet doors

Replace bathroom sinks and
vanities

TAB 3

Physical Needs Assessment
Comprehensive Grant Program

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

PHA Name

Housing Authority of the City of North Las Vegas, NV

■ Original
Revision Number

Development Number	Development Name	DOFA Date or Construction Date
NV007-004	Casa Rosa Apartments	8/7/1975

Development Type:		Occupancy Type:		Structure Type:	
Rental	■	Family	■	Detached/Semi Detached	□
Turnkey III - Vacant	□	Elderly	□	Row	■
Turnkey III - Occupied	□	Mixed	□	Walk-up	■
Mutual Help	□			Elevator	□
Section 23, Bond Financed	□				

Number of Buildings: 10

Bedroom Distribution
0: 0 1: 12 2: 24
3: 29 4: 36 5: 0
6: 0

Vacant Units: 0
0%

Total Current Units: 101

General Description of Needed Physical Improvments

Urgency of Need (1-5)

	Units	Need	Quantity	Unit Cost	Sub-total	Urgency
1430 Fees and Costs						
URA Minimum Rental Assistance Payments	ea	ps	101	$ 5,250.00	$ 530,250.00	1
Moving Expenses per URA	ea	ps			$ 179,400.00	1
Relocation Specialist	ea	ps	1	$ 70,000.00	$ 70,000.00	1
E Fees	ea	ps	1	$ 835,275.04	$ 835,275.04	1
Inspection Fees	ea	ps	1	$ 167,055.01	$ 167,055.01	1
Total 1430 Fees and Costs					$ 1,781,980.05	
1450 Site Improvements						
Landscaping (Plants)	ea	ps	100	$123.56	$ 12,356.00	3
Trees, Trimming	ea	ps	6	$172.68	$ 1,036.08	3
Desert Landscape	sf	ps	55240	$1.55	$ 85,622.00	3
Sprinkler System, Common Area	sf	ps	55240	$1.19	$ 65,735.60	3
Fence, Chain Link	lf	ps	150	$56.87	$ 8,530.50	3
Fence, Iron 6' High	lf	ps	50	$71.35	$ 3,567.50	3
Handrail (or Fence), Iron, Wire Brush and Paint	lf	ps	1895	$16.54	$ 31,343.30	3
Mailbox, Gang (price per dwelling unit)	ea	ps	101	$154.07	$ 15,561.07	1

Total Preliminary Estimated Hard Costs and other Costs for Physical Improvements	**$13,038,035.34**
Per Unit Hard Costs and other Costs	**$129,089.46**
Physical Improvement will result in Structural / System soundness at a reasonable cost?	Yes □ No ■
Development has long-term physical and social viability?	Yes □ No ■
Date Assessment Prepared: **11/3/2008**	

Source(s) of Information:
Physical Needs Assessment Survey conducted by The Nelrod Company
Development, Maintenance & Management report and interviews
Resident Survey
Cost Price Data per Means Repair and Remodeling Cost Data

	Units	Need	Quantity	Unit Cost	Sub-total	Urgency
Security Light Photo Controls	ea	ecm	20	$114.77	$ 2,295.40	2
Parking Stripes and Curb Painting	lf	ps	960	$0.75	$ 720.00	3
Parking, Re-Surface Asphalt Paving	sy	ps	4777	$12.28	$ 58,661.56	3
Parking, Re-Seal Asphalt Paving	sy	ps	4777	$2.87	$ 13,709.99	3
Parking, Precast Bumpers	ea	ps	20	$69.28	$ 1,385.60	3
Sidewalk / Driveway Concrete Replace	sy	ps	338	$53.23	$ 17,991.74	3
Sidewalk, Handrails Replace	lf	ps	60	$38.78	$ 2,326.80	3
Ramps	lf	ps	60	$672.10	$ 40,326.00	1
Curbs	lf	ps	100	$10.86	$ 1,086.00	1
Sewer Lines	lf	ps	1350	$50.67	$ 68,404.50	2
Gas Lines	lf	ps	1140	$33.61	$ 38,315.40	2
Water Lines	lf	ps	1350	$17.47	$ 23,584.50	2
Total 1450 Site Improvements					$ 492,559.54	
1460 Dwelling Structure - Exterior and Walls						
Roofing, Shingle	sf	ps	83836	$3.10	$ 259,891.60	3
Roofing, Decking	sf	ps	83836	$1.35	$ 113,178.60	3
Gutters/Downspouts	lf	ps	2525	$7.70	$ 19,442.50	3
Wall, Stucco Repair / Re-coat	sf	ecm	6800	$1.76	$ 11,968.00	3
Insulation R19 Sub-floor crawlspace	sf	ecm	53053	$0.88	$ 46,686.64	3
Insulation R30 Attic	sf	ecm	53053	$1.19	$ 63,133.07	3
inting, Exterior	sf	ps	89600	$1.19	$ 106,624.00	3
inting, Soffit/Fascia Board	sf	ps	5600	$2.90	$ 16,240.00	3
Caulking & Sealant	lf	ecm	9800	$3.57	$ 34,986.00	1
Fascia Board, Replace	lf	ps	5050	$5.26	$ 26,563.00	3
Foundation	ea	ps	5	$1,706.10	$ 8,530.50	3
Crawlspace, vapor barrier/insul 4' walls	sf	ps	53053	$0.50	$ 26,526.50	3
Demo Rehab (Selective)	sf	ps	119404	$6.26	$ 747,469.04	1-3
Demo Rehab (Dumpster and Hall)	ea	ps	25	$597.65	$ 14,941.25	1-3
Pressure Wash (stucco/vinyl/alum)	sf	ps	67000	$0.16	$ 10,720.00	3
Vent Covers, Exterior Wall	ea	ps	60	$45.50	$ 2,730.00	1
Landing, Second Floor Units	sf	ps	1120	$80.14	$ 89,756.80	1
Pan Stairs (Metal - 14 risers)	ea	ps	16	$7,744.66	$ 123,914.56	1
Doors, Automatic Public Entrance	ea	ps	2	$6,695.15	$ 13,390.30	3
Door, Entry Unit Front w/hardware	ea	ps	101	$806.52	$ 81,458.52	3
Door, Screen Security Front or Rear	ea	sc	101	$438.42	$ 44,280.42	3
Windows, Double Pane Low E	sf	ps	13485	$77.55	$ 1,045,761.75	3
Window Screen, Security	sf	sc	13485	$20.16	$ 271,857.60	1
Exit Signage - LED Lighting	ea	ps	6	$167.51	$ 1,005.06	3
Roach and Vermin Treatment	sf	ps	119404	$0.70	$ 83,582.80	3
Water Heater	ea	ps	101	$630.74	$ 63,704.74	2-5
HVAC Central	ea	ecm	90	$4,782.25	$ 430,402.50	2-5
Handicap Accessibility Interior	ea	hc	6	$3,060.64	$ 18,363.84	1
Handicap Accessibility Exterior	ea	hc	6	$10,950.06	$ 65,700.36	1
Flooring, Subfloor Replace	sf	ps	119404	$3.54	$ 422,690.16	1-3
Flooring, Vinyl	sf	ps	119404	$1.86	$ 222,091.44	1-3
seboard, Coving Vinyl	lf	ps	30300	$2.83	$ 85,749.00	1-3
ainting Interior (2 coat)	sf	ps	383800	$0.79	$ 303,202.00	1-3

	Units	Need	Quantity	Unit Cost	Sub-total	Urgency
Walls, Gypsum Board/Plaster	sf	ps	383800	$2.01	$ 771,438.00	1-3
Weather-stripping, Exterior Door	lf	ps	13806	$10.50	$ 144,963.00	1-3
Walls, Insulation	sf	ps	64640	$0.88	$ 56,883.20	1-3
Windows, Blinds/Shades	sf	ps	13485	$4.12	$ 55,558.20	1-3
Door, Interior Complete	ea	ps	101	$468.40	$ 47,308.40	1-3
Door, Interior	ea	ps	600	$185.09	$ 111,054.00	1-3
Door, Closets	ea	ps	291	$185.09	$ 53,861.19	1-3
Shelving, Closets	lf	ps	1200	$11.17	$ 13,404.00	1-3
Asbestos Abatement	sf	ps	119404	$8.25	$ 985,083.00	1-3
Cabinet, Wall Kitchen	lf	ps	188	$163.37	$ 30,713.56	1-3
Cabinet, Base Kitchen	lf	ps	188	$116.84	$ 21,965.92	1-3
Countertop	lf	ps	188	$40.95	$ 7,698.60	1-3
Sink, Kitchen	ea	ps	12	$677.27	$ 8,127.24	1-3
Faucet, Kitchen	ea	ps	30	$278.15	$ 8,344.50	1-3
Sink, Laundry w/fixtures	ea	ps	60	$545.95	$ 32,757.00	1-3
Rangehood (new/replace)	ea	ps	101	$278.15	$ 28,093.15	1-3
Grease Shield (new/replace)	ea	ps	101	$65.66	$ 6,631.66	1-3
Bathtub/Shower Stall Module	ea	ps	118	$904.75	$ 106,760.50	1-3
Faucet, Bathtub/Shower	ea	ps	118	$193.36	$ 22,816.48	1-3
Toilet, Bathroom	ea	ps	118	$378.44	$ 44,655.92	1-3
Lavatory, Bathroom	ea	ps	118	$413.60	$ 48,804.80	1-3
Faucet, Bathroom Lavatory	ea	ps	118	$193.36	$ 22,816.48	1-3
ab Bars, 504	ea	hc	5	$80.65	$ 403.25	1-3
ower Head	ea	ps	101	$90.99	$ 9,189.99	1-3
Vanity, Bathroom	ea	ps	30	$285.38	$ 8,561.40	1-3
Medicine Cabinets	ea	ps	101	$127.18	$ 12,845.18	1-3
Vent Fan 110 cfm	ea	ps	101	$134.42	$ 13,576.42	1-3
Bathroom Accessories	ea	ps	101	$82.23	$ 8,305.23	1-3
Light Fixtures	ea	ps	750	$233.68	$ 175,260.00	3
Outlets/switches, regular	ea	ps	1915	$82.20	$ 157,413.00	1-3
Outlets, GFCI	ea	ps	219	$105.47	$ 23,097.93	1
Electrical Wiring	ea	ps	101	$2,326.50	$ 234,976.50	1
Thermostat, Programmable	ea	ecm	101	$161.30	$ 16,291.30	1-3
Smoke Detectors, Unit wide	ea	ps	493	$171.64	$ 84,618.52	1-3
Plumbing/Water Lines (includes condensate lines)	lf	ps	6565	$114.00	$ 748,410.00	1
Bathroom/Kitchen p-trap insulation	ea	ps	5	$36.19	$ 180.95	1
Gas Lines/Connections	lf	ps	5050	$27.92	$ 140,996.00	1-3
Fire Sprinkler System (wet) See RSM	sf	sc	59702	$7.69	$ 459,108.38	1-3
Fire Sprinkler System (2nd floor) see RSM	sf	sc	59702	$3.94	$ 235,225.88	1-3
Handicap Accessibility Units	ea	hc	5	$8,220.30	$ 41,101.50	1-3
Total 1460 Dwelling Structure and Units:					$ 9,875,842.78	
1465 Dwelling Equipment						
Stove	ea	ps	101	$584.21	$ 59,005.21	3
Refrigerator	ea	ps	101	$594.55	$ 60,049.55	3
otal 1465 Dwelling Equipment:					$ 119,054.76	

Physical Needs Assessment
Comprehensive Grant Program

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

	Units	Need	Quantity	Unit Cost	Sub-total	Urgency
1470 Non-Dwelling Structures						
Administrative Building	sf	ps	5650	$95.23	$ 538,049.50	3
Maintenance Building	sf	ps	1400	$76.57	$ 107,198.00	3
Laundry Room/Facilities Bldg	ea	ps	950	$79.17	$ 75,211.50	3
Total 1470 Non-Dwelling Structures					$ 720,459.00	
1475 Non-Dwelling Equipment						
Playground Equipment, Children's	ea	ps	6	$4,353.14	$ 26,118.84	3
Playground, Slides	ea	ps	2	$1,416.58	$ 2,833.16	3
Playground, Basketball Court	ea	ps	1	$2,042.15	$ 2,042.15	3
Playground, Surfacing	sf	ps	3000	$4.65	$ 13,950.00	3
Benches	ea	ps	6	$532.51	$ 3,195.06	3
Total 1475 Non-Dwelling Equipment					$ 48,139.21	

Comprehensive Physical Needs
Assessment and Feasiblity Study of Public Housing Units
For the Housing Authority of the City of North Las Vegas
November 4, 2008

Site Name: Casa Rosa Apartments
Site: NV007-004

	Unit	Need	Quantity	Unit Cost	Near Term Year 1-5	Mid Term Year 6 - 10	Long Term Year 11 - 20
Fees and Costs							
URA Relocation Fees	ea	ps	101	$5,250.00	$530,250.00		
Moving Expenses	ea	ps			$179,400.00		
A&E Fees	ea	ps	1	$835,275.04	$835,275.04		
Inspection Fees	ea	ps	1	$167,055.01	$167,055.01		
Total Fees and Costs					**$1,711,980.05**	**$0.00**	**$0.00**
Site Improvements							
Landscaping (Plants)	ea	ps	100	$123.56	$12,356.00		
Trees, Trimming	ea	ps	6	$172.68	$1,036.08	$1,036	$1,036
Desert Landscape	sf	ps	55240	$1.55	$85,622.00		
Sprinkler System, Common Area	sf	ps	55240	$1.19	$65,735.60		
Fence, Chain Link	lf	ps	150	$56.87	$8,530.50		
Fence, Iron 6' High	lf	ps	50	$71.35	$3,567.50		
Handrail (or Fence), Iron, Wire Brush and Paint	lf	ps	1895	$16.54	$31,343.30		
Mailbox, Gang (price per dwelling unit)	ea	ps	101	$154.07	$15,561.07		$15,561
Security Light Photo Controls	ea	ecm	20	$114.77	$2,295.40		
Parking Stripes and Curb Painting	lf	ps	960	$0.75	$720.00	$720	$720
Parking, Re-Surface Asphalt Paving	sy	ps	4777	$12.28	$58,661.56		
Parking, Re-Seal Asphalt Paving	sy	ps	4777	$2.87	$13,709.99		$13,710
Parking, Precast Bumpers	ea	ps	20	$69.28	$1,385.60		
Sidewalk / Driveway Concrete Replace	sy	ps	338	$53.23	$17,991.74		
Sidewalk, Handrails Replace	lf	ps	60	$38.78	$2,326.80		
Ramps	lf	ps	60	$672.10	$40,326.00		
Curbs	lf	ps	100	$10.86	$1,086.00		
Sewer Lines	lf	ps	1350	$50.67	$68,404.50		
Gas Lines	lf	ps	1140	$33.61	$38,315.40		
Water Lines	lf	ps	1350	$17.47	$23,584.50		
Total Site Improvements					**$492,559.54**	**$1,756.08**	**$31,027.14**

Comprehensive Physical Needs
Assessment and Feasiblity Study of Public Housing Units
For the Housing Authority of the City of North Las Vegas
November 4, 2008

Dwelling Structure - Exterior and Walls							
Roofing, Shingle	sf	ps	83836	$3.10	$259,891.60		
Roofing, Decking	sf	ps	83836	$1.35	$113,178.60		
Gutters/Downspouts	lf	ps	2525	$7.70	$19,442.50		
Wall, Stucco Repair / Re-coat	sf	ecm	6800	$1.76	$11,968.00		
Insulation R19 Sub-floor crawlspace	sf	ecm	53053	$0.88	$46,686.64		
Insulation R30 Attic	sf	ecm	53053	$1.19	$63,133.07		
Painting, Exterior	sf	ps	89600	$1.19	$106,624.00	$106,624	$106,624
Painting, Soffit/Fascia Board	sf	ps	5600	$2.90	$16,240.00	$16,240	$16,240
Caulking & Sealant	lf	ecm	9800	$3.57	$34,986.00	$34,986	$34,986
Fascia Board, Replace	lf	ps	5050	$5.26	$26,563.00		
Foundation	ea	ps	5	$1,706.10	$8,530.50		
Crawlspace, vapor barrier/insul 4' walls	sf	ps	53053	$0.50	$26,526.50		
Demo Rehab (Selective)	sf	ps	119404	$6.26	$747,469.04		
Demo Rehab (Dumpster and Hall)	ea	ps	25	$597.65	$14,941.25		
Pressure Wash (stucco/vinyl/alum)	sf	ps	67000	$0.16	$10,720.00	$10,720	$10,720
Vent Covers, Exterior Wall	ea	ps	60	$45.50	$2,730.00		
Landing, Second Floor Units	sf	ps	1120	$80.14	$89,756.80		
Pan Stairs (Metal - 14 risers)	ea	ps	16	$7,744.66	$123,914.56		
Doors, Automatic Public Entrance	ea	ps	2	$6,695.15	$13,390.30		
Door, Entry Unit Front w/hardware	ea	ps	101	$806.52	$81,458.52		
Door, Screen Security Front or Rear	ea	sc	101	$438.42	$44,280.42	$44,280	$44,280
Windows, Double Pane Low E	sf	ps	13485	$77.55	$1,045,761.75		
Window Screen, Security	sf	sc	13485	$20.16	$271,857.60		
Exit Signage - LED Lighting	ea	ps	6	$167.51	$1,005.06		
Roach and Vermin Treatment	sf	ps	119404	$0.70	$83,582.80	$83,583	$53,583
Water Heater	ea	ps	101	$630.74	$63,704.74	$63,705	$63,705
HVAC Central	ea	ecm	90	$4,782.25	$430,402.50		
Handicap Accessibility Interior	ea	hc	6	$3,060.64	$18,363.84		
Handicap Accessibility Exterior	ea	hc	6	$10,950.06	$65,700.36		
Flooring, Subfloor Replace	sf	ps	119404	$3.54	$422,690.16		
Flooring, Vinyl	sf	ps	119404	$1.86	$222,091.44		$222,091
Baseboard, Coving Vinyl	lf	ps	30300	$2.83	$85,749.00		$85,749
Painting Interior (2 coat)	sf	ps	383800	$0.79	$303,202.00	$303,202	$303,202
Walls, Gypsum Board/Plaster	sf	ps	383800	$2.01	$771,438.00		
Weather-stripping, Exterior Door	lf	ps	13806	$10.50	$144,963.00	$144,963	$144,963
Walls, Insulation	sf	ps	64640	$0.88	$56,883.20		
Windows, Blinds/Shades	sf	ps	13485	$4.12	$55,558.20	$55,558	$55,558

Comprehens... Physical Needs
Assessment and Feasiblity Study of Public Housing Units
For the Housing Authority of the City of North Las Vegas
November 4, 2008

Door, Interior Complete	ea	ps	101	$468.40	$47,308.40		
Door, Interior	ea	ps	600	$185.09	$111,054.00		
Door, Closets	ea	ps	291	$185.09	$53,861.19		$53,861
Shelving, Closets	lf	ps	1200	$11.17	$13,404.00		
Asbestos Abatement	sf	ps	119404	$8.25	$985,083.00		
Cabinet, Wall Kitchen	lf	ps	188	$163.37	$30,713.56		
Cabinet, Base Kitchen	lf	ps	188	$116.84	$21,965.92		
Countertop	lf	ps	188	$40.95	$7,698.60		
Sink, Kitchen	ea	ps	12	$677.27	$8,127.24		
Faucet, Kitchen	ea	ps	30	$278.15	$8,344.50		
Sink, Laundry w/fixtures	ea	ps	60	$545.95	$32,757.00		
Rangehood (new/replace)	ea	ps	101	$278.15	$28,093.15		$28,093
Grease Shield (new/replace)	ea	ps	101	$65.66	$6,631.66		
Bathtub/Shower Stall Module	ea	ps	118	$904.75	$106,760.50		
Faucet, Bathtub/Shower	ea	ps	118	$193.36	$22,816.48		
Toilet, Bathroom	ea	ps	118	$378.44	$44,655.92		
Lavatory, Bathroom	ea	ps	118	$413.60	$48,804.80		
Faucet, Bathroom Lavatory	ea	ps	118	$193.36	$22,816.48		
Grab Bars, 504	ea	hc	5	$80.65	$403.25		
Shower Head	ea	ps	101	$90.99	$9,189.99	$9,189.99	$9,189.99
Vanity, Bathroom	ea	ps	30	$285.38	$8,561.40		
Medicine Cabinets	ea	ps	101	$127.18	$12,845.18		
Vent Fan 110 cfm	ea	ps	101	$134.42	$13,576.42		13576.42
Bathroom Accessories	ea	ps	101	$82.23	$8,305.23		
Light Fixtures	ea	ps	750	$233.68	$175,260.00		
Outlets/switches, regular	ea	ps	1915	$82.20	$157,413.00		
Outlets, GFCI	ea	ps	219	$105.47	$23,097.93		
Electrical Wiring	ea	ps	101	$2,326.50	$234,976.50		
Thermostat, Programmable	ea	ecm	101	$161.30	$16,291.30		
Smoke Detectors, Unit wide	ea	ps	493	$171.64	$84,618.52		84618.52
Plumbing/Water Lines (includes condensate lines)	lf	ps	6565	$114.00	$748,410.00		
Bathroom/Kitchen p-trap insulation	ea	ps	5	$36.19	$180.95		
Gas Lines/Connections	lf	ps	5050	$27.92	$140,996.00		
Fire Sprinkler System (wet) See RSM	sf	sc	59702	$7.69	$459,108.38		
Fire Sprinkler System (2nd floor) see RSM	sf	sc	59702	$3.94	$235,225.88		
Handicap Accessibility Units	ea	hc	5	$8,220.30	$41,101.50		
Total Dwelling Structure and Units:					**$9,875,842.78**	**$873,051.15**	**$1,331,040.87**

Comprehensive Physical Needs
Assessment and Feasiblity Study of Public Housing Units
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November 4, 2008

Dwelling Equipment							
Stove	ea	ps	101	$584.21	$59,005.21		59005.21
Refrigerator	ea	ps	101	$594.55	$60,049.55		60049.55
Total Dwelling Equipment:					**$119,054.76**	**$0.00**	**$119,054.76**
Non-Dwelling Structures							
Administrative Building	sf	ps	5650	$95.23	$538,049.50		
Maintenance Building	sf	ps	1400	$76.57	$107,198.00		
Laundry Room/Facilities Bldg	ea	ps	950	$79.17	$75,211.50		
Total Non-Dwelling Structures					**$720,459.00**	**$0.00**	**$0.00**
Non-Dwelling Equipment							
Playground Equipment, Children's	ea	ps	6	$4,353.14	$26,118.84		
Playground, Slides	ea	ps	2	$1,416.58	$2,833.16		
Playground, Basketball Court	ea	ps	1	$2,042.15	$2,042.15		2042.15
Playground, Surfacing	sf	ps	3000	$4.65	$13,950.00		
Benches	ea	ps	6	$532.51	$3,195.06		3195.06
Total Non-Dwelling Equipment					**$48,139.21**	**$0.00**	**$5,237.21**
Total Current Dollars:					**$12,968,035.34**	**$874,807.23**	**$1,486,359.98**
Total Inflated Dollars					**$13,421,916.57**	**$905,425.48**	**$1,538,382.58**

Total Development Cost (TDC) Addendum

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

OMB Approval No. 2577-0075 (exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required to as a supplement to the HUD-52860 for all inventory removal actions that involve a demolition action or a disposition action justified by obsolescence based on requirements of Section 18 of the United States housing Act of 1937 as amended ("Act") and 24 CFR Part 970. HUD will use this information to determine whether, and under what circumstances, to permit PHAs to remove from their inventories all or a portion of a public housing development, as well as to track removals for other record keeping requirements. Responses to this collection of information are statutory and regulatory to obtain a benefit. Please refer to the instructions for each section for additional guidance on how to complete this application. HUD approval of the proposed removal from inventory action in this application does not constitute HUD approval for funding of the proposed action. All capitalized terms not defined in this form have the meanings as defined in the Act and the HUD Regulations. The information requested does not lend itself to confidentiality.

1. Inventory Removal Application Number DDA_____
   Development Name & Number: **Casa Rosa Apartments NV007-004**

2. Total Development Cost (TDC) Calculation

Based on HUD Notice PIH 2007-18 Issued June 26, 2007 For Localit Las Vegas, Nevada

If justification if based upon obsolesence of the units/buildings, complete the applicable calculation below for the unit proposed for demolition for each project.

No. of Units	times	TDC per Unit	equals	TDC
0-Bdrm Detached & Semi-detached	x		=	
0-Bdrm Row Dwelling	x		=	
0-Bdrm Walk-Up	x		=	
0-Bdrm Elevator	x		=	
1-Bdrm Detached & Semi-detached	x		=	
1-Bdrm Row Dwelling	x		=	
1-Bdrm Walk-Up	12 x	120,354	=	1,444,248
1-Bdrm Elevator	x		=	
2-Bdrms Detached & Semi-detached	x		=	
2-Bdrms Row Dwelling	x		=	
2-Bdrms Walk-Up	24 x	153,342	=	3,680,208
2-Bdrms Elevator	x		=	
3-Bdrms Detached & Semi-detached	x		=	
3-Bdrms Row Dwelling	10 x	218,296	=	2,182,960
3-Bdrms Walk-Up	20 x	203,635	=	4,072,700
3-Bdrms Elevator	x		=	
4-Bdrms Detached & Semi-detached	x		=	
4-Bdrms Row Dwelling	35 x	256,730	=	8,985,550
4-Bdrms Walk-Up	x		=	
4-Bdrms Elevator	x		=	
5-Bdrms Detached & Semi-detached	x		=	
5-Bdrms Row Dwelling	x		=	
5-Bdrms Walk-Up	x		=	
5-Bdrms Elevator	x		=	
6-Bdrms Detached & Semi-detached	x		=	
6-Bdrms Row Dwelling	x		=	
6-Bdrms Walk-Up	x		=	
6-Bdrms Elevator	x		=	
Total	101		=	20,365,666

3. Estimated Cost of Rehabilitation.
Provide an attachment showing cost breakdown and reference it as Section 6, line 3. **$13,038,035**

4. Rehabilitation Cost % (estimated cost of Rehabilitation/Total TDC) x 100= 64.01%

Provide attachments as needed.
All attachments must reference the Section and line number to which they apply. Previous versions obsolete

HUD-52860-B: Total Development Cost (TDC) Form Instructions:

PHAs proposing to demolish all or a portion of a public housing development (or proposing to dispose of public housing based on obsolescence) must complete this HUD-52860-B in order to demonstrate to HUD that no reasonable program of modification/rehabilitation (rehabilitation) is cost-effective to return a development to its useful life.

Item 1: Insert the number of the HUD Notice from which the PHA extracted the Total Development Cost (TDC) data. The year of the HUD Notice should coincide with the year the rehabilitation estimate was generated, which should not be more than two years prior to the application submission date. Insert the name of the nearest locality to the Development
Item 2: TDC Calculation: Complete the TDC calculation for the affected Development.
Item 3: Rehabilitation Calculation: Attach the estimated cost of rehabilitation for the Development that is necessary to bring the Development up to current new construction standards. Provide details at the work item level (e.g. roofs, windows, heat, etc.). Show contingency, consultants and administrative cost as separate cost items.
To show obsolescence of non-dwelling structures, obtain comparable new construction costs from the nationally recognized estimating sources referenced in the applicable HUD Notice for TDC, and do a similar analysis. In your attachment, identify the source and year of the benchmark amount.

HUD generally will not consider rehabilitation to be cost-effective if the costs of such rehabilitation exceed 62.5 percent of TDC for developments with elevators or 57.14 percent of TDC for developments, and all other types of structure, without elevators. If the rehabilitation cost for the affected Development does not result in these percentages, the PHA should attach to this form an explanation for why HUD should still approve the proposed demolition/disposition action.

All attachments must reference the Section and line number to which they apply. Previous versions obsolete

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason

CITY OF
NORTH LAS VEGAS

Your Community of Choice

City Manager
Gregory E. Rose

Public Works Department
Dr. Qiong Liu, P.E., PTOE, Director
Building Safety Division
2240 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-1577 • Fax: (702) 642-8064 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

CERTIFIED/REGULAR MAIL
RETURN RECEIPT REQUESTED

October 22, 2008

Housing Authority, City of North Las Vegas
1632 Yale Street
North Las Vegas, NV 89030-6827

RE: ABATEMENT NOTICE AND ORDER TO DEMOLISH OR REPAIR: 311 TONOPAH AVENUE, 321 TONOPAH AVENUE, 411 TONOPAH AVENUE

Dear Sir or Madam:

This letter shall be construed to be **Notice and Order to Demolish or Repair** the structure referenced above, legally described as:

311 Tonopah Avenue
Rose Gardens Sub, Plat Book 15, Page 60, Lot 4, Block 2

also known as Assessor's parcel number 139-22-810-042.

The basis for this Notice and Order is the building has been determined to be dangerous in accordance with Section 302 of the 1994 Uniform Code for the Abatement of Dangerous Buildings (UCADB). The conditions which render this building in an unsafe condition may be found in the UCADB, Section 302, Items 2, 5 and 13 of the 1994 UCADB.

2. The walking surface of the second story landings is so torn and the subflooring is so deteriorated as to not provide safe and adequate means of exit in case of fire or panic.

5. The stairways are likely to fail or to become detached (broken welds and rust) and thereby injure persons or damage property.

13. WHENEVER any building or structure exists or is maintained in violation of any specific requirement applicable to such building provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code or of any law or ordinance of this state or jurisdiction related to the condition of buildings.

Bldg. 311
EXTERIOR:

a. Vents for kitchen exhaust painted over (UHC Section 1001.7 - Hazardous Mechanical)
b. Foundation vents damaged, painted over (UHC Section 1001.10 - Faulty Materials of Construction; IBC 1203.3.1)
c. Condensate drain lines damaged, draining into the roof gutters and not protected (UHC Section 1001.7 - Hazardous Mechanical; UMC Section 310.1)
d. Railings at stair damaged and/or loose (UHC Section 1001.12 - Inadequate Exits)
e. Rain gutters damaged and missing parts (UHC Section 1001.10 - Faulty Materials of Construction)
f. Gutters drain into building foundation (IBC Section 1803.3 - Positive drainage away from building required)
g. Common areas drain toward buildings (IBC Section 1803.3)
h. Laundry area
   1. Broken shut off valves (UHC Section 1001.6 - Hazardous Plumbing)
   2. Missing and damaged vents (UHC Section 1001.7 - Hazardous Mechanical)
   3. Broken windows (UHC Section 1001.8 #2 - Faulty Weather Protection)
   4. Damaged/broken light fixtures (UHC Section 1001.5 - Hazardous Electrical)
   5. Damaged walls (UHC Section 1001.10 - Faulty Materials of Construction)
   6. Illegal wiring installations (UHC Section 1001.5 - Hazardous Electrical)
i. Unsupported gas lines (UHC Section 1001.6 - Hazardous Plumbing)
j. Damaged bathroom exhaust fan vents (UHC Section 1001.7 - Hazardous Mechanical)
k. Steel conduit running into the ground and rusted apart (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 311 INTERIOR:
Unit 205 -

a. No GFCI in kitchen (UHC Section 1001.5 - Hazardous Electrical)
b. Mixed material (metal/plastic) at kitchen plumbing (UHC Section 1001.6 - Hazardous Plumbing)
c. Shower valve loose at wall (UHC Section 1001.6 - Hazardous Plumbing)
d. Painted outlets (UHC Section 1001.5 - Hazardous Electrical)
e. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)

Bldg. 311 INTERIOR:
Unit 207 -

a. Light comes in around door when closed (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Valve loose at shower (UHC Section 1001.6 - Hazardous Plumbing)
c. Sink at bathroom does not drain (UHC Section 1001.6 - Hazardous Plumbing)
d. No GFCI in kitchen (UHC Section 1001.5 - Hazardous Electrical)
e. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
f. Holes in drywall (UHC Section 1001.10 - Faulty Materials of Construction)
g. Tub has peeling paint (UHC Section 1001.6 - Hazardous Plumbing)

Bldg. 311 INTERIOR:
Unit 206 -

a. Holes in wall under kitchen sink (UHC Section 1001.10 - Faulty Materials of Construction)
b. Kitchen faucet loose (UHC Section 1001.6 - Hazardous Plumbing)
c. Light comes in around door when closed (UHC Section 1001.8 #2 - Faulty Weather Protection)
d. Stopper missing at bathroom lav (UHC Section 1001.6 - Hazardous Plumbing)
e. Bathtub peeling (UHC Section 1001.6 - Hazardous Plumbing)
f. Incomplete door hardware (UHC Section 1001.12 - Inadequate Exits)
g. No GFCI in kitchen (UHC Section 1001.5 - Hazardous Electrical)
h. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
i. Valve loose in bathtub (UHC Section 1001.6 - Hazardous Plumbing)
j. Lav plugged and does not drain (UHC Section 1001.6 - Hazardous Plumbing)

Bldg. 311 INTERIOR:
Unit 107 -

a. Broken outlet (UHC Section 1001.5 - Hazardous Electrical)
b. Toilet not secured to floor (UHC Section 1001.6 - Hazardous Plumbing)
c. Holes in drywall (UHC Section 1001.10 - Faulty Materials of Construction)
d. No GFCI in kitchen (UHC Section 1001.5 - Hazardous Electrical)
e. Exhaust hood in kitchen does not work (UHC Section 1001.7 - Hazardous Mechanical)
f. Loose outlets - no tension (UHC Section 1001.5 - Hazardous Electrical)
g. HVAC unit may be frozen up, breaker panel humming (UHC Section 1001.7 - Hazardous Mechanical)
h. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
i. Valve loose at shower (UHC Section 1001.6 - Hazardous Plumbing)
j. Outlet in large bedroom cracked and missing pieces (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 311 INTERIOR:
Unit 201 -

a. Missing hinge at front door (UHC Section 1001.12 - Inadequate Exits)
b. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
c. Broken face plates (UHC Section 1001.5 - Hazardous Electrical)
d. Shower head leaks (UHC Section 1001.6 - Hazardous Plumbing)
e. Holes in drywall (UHC Section 1001.10 - Faulty Materials of Construction)
f. Main disconnect locked (UHC Section 1001.5 - Hazardous Electrical)
g. Shower valve loose in the wall (UHC Section 1001.6 - Hazardous Plumbing)
h. No GFCI in kitchen (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 311 INTERIOR:
Unit 101 -

a. Sharp edge on front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Striker plates missing (UHC Section 1001.10 - Faulty Materials of Construction)
c. Vent cover grills not secured (UHC Section 1001.7 - Hazardous Mechanical)
d. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
e. Toilet assembly cover cracked and incorrect size (UHC Section 1001.6 - Hazardous Plumbing)
f. Shower valve loose in the wall (UHC Section 1001.6 - Hazardous Plumbing)
g. Unable to locate water heater disconnect (UHC Section 1001.5 - Hazardous Electrical)
h. Loose and painted outlets (UHC Section 1001.5 - Hazardous Electrical)
i. No GFCI in kitchen (UHC Section 1001.5 - Hazardous Electrical)
j. No closet doors (UHC Section 1001.10 - Faulty Materials of Construction)

Bldg. 311 INTERIOR:
Unit 105 -

a. Lack of weather stripping at front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Appearance of mold on bathroom ceiling (UHC Section 1001.2 - Inadequate Sanitation)
c. Bathtub peeling (UHC Section 1001.6 - Hazardous Plumbing)
d. Bathroom door does not latch (UHC Section 1001.10 - Faulty Materials of Construction)
e. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
f. Living room window off track, missing rollers (UHC Section 1001.8 #2 - Faulty Weather Protection)
g. No GFCI in kitchen (UHC Section 1001.5 - Hazardous Electrical)
h. Loose contact in bedroom light switch (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 311 INTERIOR:
Unit 208 -

a. Non-working smoke detectors (UHC Section 1001.13 - Inadequate Fire Protection)
b. Lack of weather stripping at front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
c. Holes in drywall - kitchen sink; bedrooms (UHC Section 1001.10 - Faulty Materials of Construction)
d. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
e. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
f. Drain line leaks at lav (UHC Section 1001.6 - Hazardous Plumbing)
g. Valve loose at shower (UHC Section 1001.6 - Hazardous Plumbing)
h. Mixed manufacturer of breakers at sub panel (UHC Section 1001.5 - Hazardous Electrical)
i. 40 amp breaker on a 10-gauge wire for water heater (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 311 INTERIOR:
Unit 103 -

a. Mushrooms growing down from ceiling (UHC Section 1001.2 - Inadequate Sanitation)
b. Lack of weather stripping at front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
c. Holes in drywall - hallway, bedrooms and under kitchen sink (UHC Section 1001.10 - Faulty Materials of Construction)
d. Deadbolts and keyed locks on sleeping room doors (UHC Section 1001.12 - Inadequate Exits)
e. Incomplete door hardware (UHC Section 1001.10 - Faulty Materials of Construction)
f. Missing face plates (UHC Section 1001.5 - Hazardous Electrical)
g. Non-working smoke detector (UHC Section 1001.13 - Inadequate Fire Protection)
h. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
i. Inoperable GFCI in bathroom (UHC Section 1001.5 - Hazardous Electrical)

Unable to inspect Units 106, 203, 202, 102, 204, 104, 209, 109, 108.

Bldg. 321
EXTERIOR:

a. Roof drains blocked (UHC Section 1001.10 - Faulty Materials of Construction)
b. Exterior outlets screwed shut (UHC Section 1001.5 - Hazardous Electrical)
c. Exterior penetrations not sealed (UHC Section 1001.8 #2 - Faulty Weather Protection)
d. No anti-syphon device on hose bibs (UHC Section 1001.6 - Hazardous Plumbing)
e. Foundation vents blocked (UHC Section 1001.10 - Faulty Materials of Construction; IBC 1203.3.1)
f. Common areas drain toward the foundation (IBC Section 1803.3 - Positive drainage away from building required)
g. Damaged eave vents (UHC Section 1001.10 - Faulty Materials of Construction)
h. Blocked dryer vents (UHC Section 1001.7 - Hazardous Mechanical)
i. Conduit clamps used to support gas lines (UHC Section 1001.6 - Hazardous Plumbing)
j. Condensate lines broken off/not extending out of wall (UHC Section 1001.7 - Hazardous Mechanical)
k. Light pole missing nut and grout (UHC Section 1001.5 - Hazardous Electrical)
l. Gutters full of debris (UHC Section 1001.10 - Faulty Materials of Construction)
m. Disconnect means not identified (UHC Section 1001.5 - Hazardous Electrical)
n. Missing stucco (UHC Section 1001.8 #3 - Faulty Weather Protection)
o. Temperature pressure relief drain line is at grade (UHC Section 1001.6 - Hazardous Plumbing)
p. Missing knock out seals (UHC Section 1001.5 - Hazardous Electrical)
q. Unsupported gas lines (UHC Section 1001.6 - Hazardous Plumbing)
r. Illegal MC cable installation on exterior of building (UHC Section 1001.5 - Hazardous Electrical)
s. HVAC conduit broken (UHC Section 1001.5 - Hazardous Electrical)
t. Conduit at grade with no support (UHC Section 1001.5 - Hazardous Electrical)
u. Electrical panel stucco'd shut (UHC Section 1001.5 - Hazardous Electrical)
v. Unsupported plenum (UHC Section 1001.10 - Faulty Materials of Construction)
w. Leaking hose bibs (UHC Section 1001.6 - Hazardous Plumbing)
x. Rotted rafter tails and fascia (UHC Section 1001.10 - Faulty Materials of Construction)
y. Condensate lines not secured on roof (UHC Section 1001.7 - Hazardous Mechanical)
z. Lack of clearance between earth and sill plate (UHC Section 1001.10 - Faulty Materials of Construction)

Bldg. 321 INTERIOR: General (over 70%)

1. Unable to locate sub panels (UHC Section 1001.5 - Hazardous Electrical)
2. Temperature pressure drain lines routed to flow uphill (UHC Section 1001.6 - Hazardous Plumbing)
3. Bathtubs delaminating (UHC Section 1001.6 - Hazardous Plumbing)
4. Substance appearing to be mold with rot under kitchen sinks (UHC Section 1001.10 - Faulty Materials of Construction)
5. No disconnects at water heaters (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 109 -

a. Front door threshold not correct (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Tub/shower assembly leaks (UHC Section 1001.6 - Hazardous Plumbing)
c. Ceiling sagging (UHC Section 1001.3 #6 - Structural Hazards)
d. Smoke detectors not secured to surface (UHC Section 1001.5 - Hazardous Electrical)
e. Incomplete door hardware at front door (UHC Section 1001.12 - Inadequate Exits)

Bldg. 321 INTERIOR:
Unit 103 -

a. Toilet runs (UHC Section 1001.6 - Hazardous Plumbing)
b. Bathtub delaminated (UHC Section 1001.6 - Hazardous Plumbing)
c. Holes in drywall (UHC Section 1001.10 - Faulty Materials of Construction)
d. Broken light fixtures (UHC Section 1001.5 - Hazardous Electrical)
e. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
f. Broken doors (UHC Section 1001.2 - Inadequate Sanitation)
g. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)

Bldg. 321 INTERIOR:
Unit 105 -

a. Cracked face plates (UHC Section 1001.5 - Hazardous Electrical)
b. Broken thermostat covers (UHC Section 1001.7 - Hazardous Mechanical)
c. Unsupported gas line at hallway (UHC Section 1001.6 - Hazardous Plumbing)
d. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 106 -

a. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
b. Holes in drywall (UHC Section 1001.10 - Faulty Materials of Construction)

Bldg. 321 INTERIOR:
Unit 108 -

a. GFCI in kitchen does not trip (UHC Section 1001.5 - Hazardous Electrical)
b. Bathtub delaminated (UHC Section 1001.6 - Hazardous Plumbing)
c. Front door threshold not secured (UHC Section 1001.8 #2 - Faulty Weather Protection)
d. Painted breakers in sub panel (UHC Section 1001.5 - Hazardous Electrical)
e. Fire horn strobe installed in a vertical position on wall (UHC Section 1001.13 - Inadequate Fire Protection)
f. Holes in ceiling drywall (UHC Section 1001.10 - Faulty Materials of Construction)

Bldg. 321 INTERIOR:
Unit 111 -

a. Bathtub delaminated (UHC Section 1001.6 - Hazardous Plumbing)
b. Broken and missing covers/face plates (UHC Section 1001.5 - Hazardous Electrical)
c. Incomplete door hardware (UHC Section 1001.10 - Faulty Materials of Construction)
d. Front door is hard to open (UHC Section 1001.12 - Inadequate Exits)
e. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
f. Sagging kitchen floor joists (UHC Section 1001.3 #2 - Structural Hazards)
g. Broken thermostat (UHC Section 1001.7 - Hazardous Mechanical)

Bldg. 321 INTERIOR:
Unit 113-

a. Unsecured outlets (UHC Section 1001.5 - Hazardous Electrical)
b. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 201 -

a. Light comes in around door when closed (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
c. Painted breakers in sub panel (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 202 -

a. Front door broken (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Incomplete door hardware (UHC Section 1001.10 - Faulty Materials of Construction)
c. Bathtub delaminating (UHC Section 1001.6 - Hazardous Plumbing)
d. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 205 -

a. Broken face plates (UHC Section 1001.5 - Hazardous Electrical)
b. Lack of weather stripping (UHC Section 1001.8 #2 - Faulty Weather Protection)
c. Inoperable electrical outlets (UHC Section 1001.5 - Hazardous Electrical)
d. Temperature Pressure drain line flows uphill (UHC Section 1001.6 - Hazardous Plumbing)
e. Bathtub is delaminating (UHC Section 1001.6 - Hazardous Plumbing)
f. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
g. Water heater pan damaged (UHC Section 1001.6 - Hazardous Plumbing)
h. Painted breakers in sub panel (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 206 -

a. Shower and tub faucets do not shut off (UHC Section 1001.6 - Hazardous Plumbing)
b. Damaged/broken door jamb (UHC Section 1001.10 - Faulty Materials of Construction)
c. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
d. Missing fixture covers (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 207 -

a. Lack of weather stripping (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Kitchen sink faucet broken (UHC Section 1001.6 - Hazardous Plumbing)
c. Temperature Pressure drain line flows uphill (UHC Section 1001.6 - Hazardous Plumbing)
d. Windows do not open (UHC Section 1001.2 - Inadequate Sanitation)
e. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 208 -

a. Tub leaks (UHC Section 1001.6 - Hazardous Plumbing)
b. Hole in roof (UHC Section 1001.8 #3 - Faulty Weather Protection)
c. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
d. Sink flange rusted (UHC Section 1001.6 - Hazardous Plumbing)
e. Bedroom outlets not working (UHC Section 1001.5 - Hazardous Electrical)
f. Bedroom door off hinges (UHC Section 1001.10 - Faulty Materials of Construction)
g. Missing/broken fixture covers (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 209 -

a. Incomplete door hardware (UHC Section 1001.10 - Faulty Materials of Construction)
b. Lack of weather stripping at front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
c. Kitchen faucet broken (UHC Section 1001.6 - Hazardous Plumbing)
d. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
e. Temperature Pressure drain line routed uphill (UHC Section 1001.6 - Hazardous Plumbing)
f. Exhaust fan in bathroom inoperable (UHC Section 1001.7 - Hazardous Mechanical)
g. Toilet not sealed at floor (UHC Section 1001.6 - Hazardous Plumbing)
h. Bathtub is delaminated (UHC Section 1001.6 - Hazardous Plumbing)
I. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
j. Thermostat not installed to Code (UHC Section 1001.7 - Hazardous Mechanical)

Bldg. 321 INTERIOR:
Unit 210 -

a. Lack of weather stripping at front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Loose or broken face plates (UHC Section 1001.5 - Hazardous Electrical)
c. Broken interior doors (UHC Section 1001.2 - Inadequate Sanitation)
d. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
e. Egress from sleeping rooms blocked (UHC Section 1001.12 - Inadequate Exits)
f. Holes in drywall (UHC Section 1001.10 - Faulty Materials of Construction)

Bldg. 321 INTERIOR:
Unit 211 -

a. Lack of adequate weather stripping at front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
b. Missing or broken face plates (UHC Section 1001.5 - Hazardous Electrical)
c. Smoke detectors not working (UHC Section 1001.13 - Inadequate Fire Protection)
d. Broken interior doors (UHC Section 1001.2 - Inadequate Sanitation)
e. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
f. Lack of operational heating and cooling facilities (NLVMC Section 15.20.030 - Heating, Cooling & Ventilation)
g. Illegal light fixture installation in living room (UHC Section 1001.5 - Hazardous Electrical)

Bldg. 321 INTERIOR:
Unit 212 -

a. Bathtub is delaminated (UHC Section 1001.6 - Hazardous Plumbing)
b. Lack of adequate weather stripping at front door (UHC Section 1001.8 #2 - Faulty Weather Protection)
c. No GFCI protection in kitchen (UHC Section 1001.5 - Hazardous Electrical)
d. Kitchen faucet loose (UHC Section 1001.6 - Hazardous Plumbing)
e. Painted breakers in electrical panel (UHC Section 1001.5 - Hazardous Electrical)
f. Damaged bedroom door (UHC Section 1001.2 #13 - Inadequate Sanitation)

Bldg. 411 INTERIOR:
Unit 104-

a. Loose, broken face plates (UHC Section 1001.5 - Hazardous Electrical)
b. Broken outlets (UHC Section 1001.5 - Hazardous Electrical)
c. Fire horn strobe does not work (UHC Section 1001.13 - Inadequate Fire Protection)

Unable to inspect Units 101, 102, 107, 112, 203, 204, 213

This list may not be all inclusive.

TUB/TUB SURROUNDS SHOULD BE REMOVED AND REPLACED DUE TO EXTENSIVE DETERIORATION.

311 TONOPAH AND 321 TONOPAH - LACK ADEQUATE EGRESS FROM THE SECOND STORY UNITS IN CASE OF EMERGENCY OR PANIC DUE TO THE DILAPIDATED CONDITION OF THE STAIRWAYS AND LANDINGS. THE STAIRWAYS AND LANDINGS ARE UNSAFE, AND SHOULD BE REPAIRED OR REPLACED OR THE SECOND STORY UNITS SHOULD BE VACATED WITHIN TWENTY (20) CALENDAR DAYS FROM THE SERVICE DATE OF THIS ORDER.

Therefore, in accordance with Section 401.2 of the UCADB you are hereby ordered to obtain all required permits and repair or demolish the structures, with work commencing **WITHIN SIXTY (60) CALENDAR DAYS** from the date of this Order.

Any person entitled to service may appeal this Order. The appeal shall be written and filed **WITHIN THIRTY (30) CALENDAR DAYS** from the date of the mailing of this Order. Submit your appeal to The Building Official, City of North Las Vegas Building Department, 2240 Civic Center Drive, North Las Vegas, NV 89030. Failure to file this appeal in accordance with Section 501.1 of the 1994 UCADB constitutes a waiver of the right to an administrative hearing and adjudication of the Notice and Order or any portion thereof. The City will proceed to cause the work to be done and charge the costs thereof against the property or owner.

If the required work is not commenced within the time frame specified, the Building Official (i) will order the building vacated and posted to prevent further occupancy until the work is completed and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

The City is maintaining an administrative file. We have begun the process of notifying all persons or entities having any record title or legal interest in the property. Be advised that from this date forward an itemized expense account is being kept and all costs incurred by the City, including administrative work, demolition work and all other expenses, will be charged to you. If the amount is not paid within thirty (30) days, a lien will be placed on the property by way of tax assessment on the next regular assessment as levied by the County Assessor.

The City retains its option to cite you into court to seek fines for your failure to obey a lawful order and violations which could total up to **$1000.00 per day** and/or six (6) months in jail.

If you have any questions, please contact me at 633-1581, Monday through Thursday, between 7:00 a.m. and 4:30 p.m.

Sincerely,

Terry Kozlowski
Building Safety Division
Building Inspector, Customer Service
CasaRosaAbate
//kd

cc: Gregory E. Rose, City Manager
Dr. Qiong Liu, Public Works Director
Don England, City of North Las Vegas Housing Authority
Nevada Power Co., 6266 W. Sahara Avenue, Las Vegas, NV 89146
Embarq, Attn John Merrill, 330 S. Valley View Blvd., Las Vegas, NV 89107
City of North Las Vegas, Finance Department

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason

CITY OF
NORTH LAS VEGAS
Your Community of Choice

City Manager
Gregory E. Rose

Public Works Department
Dr. Qiong Liu, P.E., PTOE, Director
Building Safety Division
2240 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-1577 • Fax: (702) 642-8064 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

REGULAR/CERTIFIED MAIL
RETURN RECEIPT REQUESTED

October 27, 2008

City of North Las Vegas Housing Authority
1632 Yale Street
North Las Vegas, NV 89030

RE: NOTICE AND ORDER TO REPAIR, REHABILITATE, OR VACATE AND DEMOLISH, HAZARDOUS AND/OR SUBSTANDARD CONDITIONS: 1731 YALE STREET; 1725, 1711, 1709 YALE STREET
PNA: PT SE4 SE4 SEC 22 20 61

Dear Sir or Madam:

Pursuant to a request, the City of North Las Vegas Building Safety Division has conducted inspections of 1731 Yale Street; 1725, 1711, 1709 Yale Street. During the inspection of the exterior and/or interior of the structure, numerous conditions were observed which constitute hazardous and/or substandard conditions.

This letter shall serve as Notice and Order to Repair, Rehabilitate, or Vacate and Demolish, to correct these conditions in accordance with the North Las Vegas Municipal Code (NLVMC) and the 1994 Uniform Housing Code (UHC).

The hazardous and/or substandard conditions noted as being present during this inspection is listed below. This list may not be all inclusive.

EXTERIOR
BLDG. 1725

1. Roof drains deteriorated and rotted. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all deteriorated roof drains.

2. Gutters are full of debris. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, remove all debris from gutters.

3. Open boxes by electrical panel. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install receptacles.

4. Unsupported gas lines. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, support gas lines in accordance with 2006 UPC Table 3-2.

5. Unsupported conduit on the ground. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, secure all conduit in accordance with the 2005 NEC.

6. Holes in wall. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, seal all holes in exterior walls.

7. Condensate drains to nowhere. This is a violation of UHC Section 1001.7 - Hazardous Mechanical. To comply, condensate shall be collected and discharged to an approved plumbing fixture.

8. EMT not terminated in J-box. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, terminate EMT in accordance with 2005 NEC.

9. Underfloor vent grills broken, smashed, missing, and/or blocked. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken, smashed, missing and/or blocked underfloor vent grills.

10. Missing anti-syphon devices. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, install missing anti-syphon devices.

11. Gas lines supported with EMT clamps. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, remove all EMT clamps and replace with approved, listed supports.

12. Pigeons nesting at south west eaves. This is a violation of UHC Section 1001.11 - Unsanitary Premises. To comply, remove the pigeons and pigeon feces.

13. Broken windows. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace all broken windows.

14. PVC exposed to sunlight on roof. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all exposed PVC should be protected.

15. Unused open holes in electrical junction box. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install K O seals in all open holes.

16. Screens screwed onto building. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, remove all screws holding in the screens.

INTERIOR
UNIT 102

1. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

2. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

3. Outlet under kitchen sink recessed in wall. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, reposition receptacle so as to maintain no more than 1/4" setback from finished surface or install mud ring.

4. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, reinstall Temperature Pressure line so that it flows downhill.

5. Incomplete door hardware in sleeping room. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply install complete door hardware including striker plates.

6. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

7. Breakers in electrical panel painted over. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all painted breakers.

8. Water heater pan not connected to a drain line. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, attach pan drain to an approved drain line.

9. Handrail at 28" above floor. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrails shall be a minimum of 34" but not more than 38" above the stair tread nosings.

INTERIOR
UNIT 104

1. No heating facilities. This is a violation of NLVMC Section 15.20.030 - Heating, Cooling & Ventilation. To comply, provide gas to unit so that heating facilities are operable.

2. Front door missing paint. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, paint or provide an approved weather protective covering on front door.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Broken and missing outlet covers and face plates throughout. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

5. Broken light fixture in hallway. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace broken light fixture.

6. Handrail supports broken. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, secure handrail to Code.

7. Burnt outlets. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace burnt receptacles.

8. Broken door jambs. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken door jambs.

9. Toilet runs. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace toilet.

10. Flush handle broken. This is a violation of UHC Section 1001.2 #1 - Inadequate Sanitation. To comply, replace flush handle.

11. Missing exhaust fan switch in bathroom. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace missing switch.

12. Kitchen receptacles not GFCI protected. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, provide GFCI protection.

13. GFCI receptacle in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace receptacle.

14. Water/sewer leak at living room soffit. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

15. Over spray on electrical breakers. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply replace all breakers with over spray on them.

16. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

INTERIOR
UNIT 105

1. Smoke detector not working. This is a violation of UHC Section 1001.13 - Inadequate Fire Protection. To comply, provide working smoke detectors.

2. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all drain lines to flow down hill; all copper tubing and lines to be free from kinks.

3. Handrail brackets/supports broken. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, properly support handrail.

4. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

5. Kitchen sink does not drain. This is a violation of UHC Section 1001.2 #3 - Inadequate Sanitation. To comply, provide properly draining sink.

6. Broken interior doors. This is a violation of UHC Section 1001.2 #13 - Inadequate Sanitation. To comply, replace all interior broken doors.

7. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

8. Tub is leaking. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

9. Bathroom subfloor sheathing damaged. This is a violation of UHC Section 1001.3 #2 - Structural Hazards. To comply, replace deteriorated flooring.

10. Kitchen receptacles not GFCI protected. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, provide GFCI protection.

11. Vinyl flooring at front door poses a tripping hazard. This is a violation of UHC Section 1001.2 #13 - Inadequate Sanitation. To comply, replace deteriorated flooring.

12. Over spray on electrical breakers. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply replace all painted breakers.

13. Flex conduit used as a chase for MC cable. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, remove flex conduit.

INTERIOR
UNIT 107

1. Lack of operational heating facilities. This is a violation of NLVMC Section 15.20.030 - Heating, Cooling and Ventilation. To comply, provide gas service to unit.

2. Kitchen faucet incomplete. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, install aerator.

3. GFCI in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace non-working GFCI.

4. Bathtub peeling/delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace bathtub.

5. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, Temperature Pressure drain line should flow down hill and all kinks shall be removed from copper tubing and lines.

6. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

7. Kitchen flooring is delaminating and poses a tripping hazard. This is a violation of UHC Section 1001.2 #13 - Inadequate Sanitation. To comply, replace deteriorated, delaminated flooring.

8. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

9. Over spray on electrical breakers. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply replace all breakers with over spray on them.

10. Water heater MC cable terminated through romex connections. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, use Code compliant connectors.

11. Roof leaks. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, repair roof leak and associated drywall.

12. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

INTERIOR
UNIT 111

1. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all drains line to flow down hill and all copper tubing and lines shall be free from kinks.

2. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

3. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

4. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

5. Incorrect or incomplete door hardware. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, remove dead bolts and install complete hardware assembly

6. Missing exhaust fan switch in bathroom. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace missing switch.

7. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

8. Bathtub not sealed at floor. This is a violation of UHC Section 1001.6 -Hazardous Plumbing. To comply, seal bathtub at floor line.

9. Broken outlets. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacles.

10. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

11. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

12. Over spray on electrical breakers. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply replace all breakers with over spray on them.

13. Damaged water heater pan. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace water heater pan.

14. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

15. Tub is leaking. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

16. Bathroom subfloor sheathing damaged. This is a violation of UHC Section 1001.3 #2 - Structural Hazards. To comply, replace deteriorated flooring.

UNABLE TO INSPECT UNIT 110

EXTERIOR
BLDG. 1709

1. Unsupported gas lines. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, support gas lines in accordance with 2006 UPC Table 3-2.

2. Missing anti-syphon devices. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, install missing anti-syphon devices.

3. Roof drains deteriorated and rotted. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all deteriorated roof drains.

4. Gutters are full of debris. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, remove all debris from gutters.

5. Underfloor vent grills broken, smashed, missing, and/or blocked. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken, smashed, missing and/or blocked underfloor vent grills.

6. PVC exposed to sunlight on roof. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all exposed PVC should be protected.

7. Unsecured cable strung across the roof. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install cable in accordance with the Code.

8. Illegal wiring to exterior light fixtures. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, obtain approved plans and permits; remove illegal wiring and install in a Code compliant manner.

9. Penetrations through exterior walls not sealed. This is a violation of UHC Section 1001.8 #3 - Faulty Weather Protection. To comply, seal all penetrations through exterior walls.

10. Down spouts not secured to gutters. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, secure down spouts per manufacturer's installation instructions.

11. Broken conduit connectors - unsecured conduit to light fixtures. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, repair broken connectors and secure conduit to code.

12. Parking lot not striped. This is a violation of NLVMC Section 17.24.140B 8 - Striping. To comply, all parking stalls shall be marked with painted lines not less than 4 inches wide.

INTERIOR
UNIT 103

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Front door broken. This is a violation of UHC Section 101.8 #2 - Faulty Weather Protection. To comply, replace broken door.

3. Broken stair treads. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, replace all broken stair treads or coverings.

4. Toilet runs. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace toilet.

5. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

6. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

7. Broken outlets. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacles.

8. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

9. Hot and neutral reversed in receptacles in bedroom 4. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install receptacles correctly.

10. Electrical panel labeled incorrectly with disconnecting means. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, label all disconnecting means correctly.

11. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

12. Smoke detectors not secured to surface upon which mounted. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, securely mount smoke detector to surface.

INTERIOR
UNIT 104

1. Broken door jambs. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken door jambs.

2. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

3. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

4. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

5. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

6. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

7. Light switch in stairwell not securely mounted. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, securely mount electrical equipment.

8. Broken light switches. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace light switch.

9. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

10. Tub is leaking. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

11. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

12. Broken handrail. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, replace broken handrails.

13. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

INTERIOR
UNIT 105

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Broken switch at stairwell. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace broken light switch.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

5. Tub is leaking. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

6. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

7. Smoke detectors not working. This is a violation of UHC Section 1001.13 - Inadequate Fire Protection. To comply, provide working smoke detectors.

8. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

9. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

10. Deteriorating flooring in water heater closet. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace deteriorated flooring.

11. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

INTERIOR
UNIT 106

1. Vent covers missing. This is a violation of UHC Section 1001.7 - Hazardous Mechanical. To comply, replace missing vent covers.

2. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

3. Tub is leaking. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

4. Water heater will not reset. This is a violation of UHC Section 1001.2 #5 - Inadequate Sanitation. To comply, obtain approved plans and permits and install new water heater.

5. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

6. Toilet not secured to floor. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, securely mount toilet to floor and seal at floor line.

7. Inoperative exhaust fan in bathroom. This is a violation of UHC Section 1001.7 - Hazardous Mechanical. To comply, replace broken exhaust fan.

8. No heating facilities. This is a violation of NLVMC Section 15.20.030 - Heating, Cooling and Ventilation. To comply, provide gas to unit so that heating facilities are operable.

9. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

10. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

11. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

12. Broken/damaged riser on stairs. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, repair stair riser.

13. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

14. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

15. Exposed wires at water heater. This is a violation of UHC Section 1001.5 - Hazardous electrical. To comply, exposed wires are to be in a J-box.

INTERIOR
UNIT 102

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Exhaust fan in kitchen does not work. This is a violation of UHC Section 1001.7 - Hazardous Mechanical. To comply, replace or repair fan.

3. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

4. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

5. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

6. Tub is leaking. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

7. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

8. Tub faucets leak. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace faucets.

EXTERIOR
BLDG. 1711

1. Roof drains deteriorated and rotted. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all deteriorated roof drains.

2. Gutters are full of debris. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, remove all debris from gutters.

3. Unsupported gas lines. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, support gas lines in accordance with 2006 UPC Table 3-2.

4. Underfloor vent grills broken, smashed, missing, and/or blocked. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken, smashed, missing and/or blocked underfloor vent grills.

5. Gas lines supported with EMT clamps. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, remove all EMT clamps and replace with approved, listed supports.

6. J-boxes not secure. This is a violation of UHC section 1001.5 - Hazardous Electrical. To comply, secure junction boxes to surface upon which they are mounted.

7. Penetrations through exterior walls not sealed. This is a violation of UHC Section 1001.8 #3 - Faulty Weather Protection. To comply, seal all penetrations through exterior walls.

8. Pigeon infestation with extreme amount of pigeon feces on building, down side of building, on and around windows and concrete walkways. This is a violation of UHC Section 1001.11 - Unsanitary Premises. To comply, remove all pigeon feces.

9. Sewer smell from around Unit 103. This is a violation of UHC Section 1001.11 - Unsanitary Premises. To comply, locate source of raw sewage smell and remove.

10. Missing anti-syphon devices. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, install missing anti-syphon devices.

11. PVC exposed to sunlight on roof. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all exposed PVC should be protected.

INTERIOR
UNIT 101

1. Broken door jambs. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken door jambs.

2. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

3. Broken front door. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace broken front door.

4. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

5. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

6. Handrail supports broken. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, secure handrail to Code.

7. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

8. Bathroom sink leaks. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair leak.

9. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

10. Tub is leaking. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

11. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

12. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

13. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

14. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

INTERIOR
UNIT 102

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Kitchen faucet leaks at base. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair faucet.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

5. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

6. Handrail supports broken. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, secure handrail to Code.

7. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

8. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

9. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

10. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

11. Kitchen sink not sealed at counter. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, seal sink at counter.

12. Toilet not secured to floor. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, securely mount toilet to floor and seal at floor line.

INTERIOR
UNIT 104

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Broken door jambs. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken door jambs.

3. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

4. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

5. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

6. Corroded water inlets. The is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace all corroded material.

7. Inoperable bedroom window. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, repair window so that it opens with no special skill or knowledge.

8. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

9. GFCI receptacle in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace receptacle.

10. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

INTERIOR
UNIT 105

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Light switch in water heater closet not securely mounted. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, securely mount switch and junction box in wall.

5. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill.

6. Open spaces in electrical panel. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install blank covers or spare breakers.

7. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

8. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

9. Broken front door. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace broken front door.

10. Breakers recessed into dead front/disconnecting means not identified. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install proper fitting dead front. Clearly identify disconnecting means.

11. Junction box at water heater is loose. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, securely mount J-box in wall.

12. Toilet not secured to floor. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, securely mount toilet to floor.

13. Toilet and tub not sealed at floor line. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, seal tub and toilet at floor line.

INTERIOR
UNIT 112

1. Toilet not secured to floor. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, securely mount toilet to floor and seal at floor line.

2. J-box and switch loose in wall at water heater closet. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, securely mount the electrical equipment.

3. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

4. Broken front door. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace front door.

5. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all drain lines to flow downhill; all copper tubing and lines to be free of kinks.

6. Broken outlets. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace broken outlets.

7. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

8. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

9. GFCI receptacle in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace receptacle.

10. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

11. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

12. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

INTERIOR
UNIT 111

1. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

2. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

3. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

4. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

5. Broken front door. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace front door.

6. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all drain lines to flow downhill; all copper tubing and lines to be free of kinks.

7. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

8. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

INTERIOR
UNIT 110

1. Front door missing paint. This is a violation of UHC Section 1001.8 #3 - Faulty Weather Protection. To comply, paint or provide an approved weather protective covering on front door.

2. Stairway 3-way light switches wired incorrectly. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, wire correctly.

3. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

4. Smoke detector not working. This is a violation of UHC Section 1001.13 - Inadequate Fire Protection. To comply, provide working smoke detectors.

5. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all drain lines to flow downhill; all copper tubing and lines to be free of kinks.

6. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

7. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

INTERIOR
UNIT 107

1. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

2. Broken stair tread covering. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, repair stair tread coverings.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Deteriorated flooring in bathroom. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace deteriorated flooring.

5. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

6. Bathtub not sealed. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, seal tub at floor and wall line.

7. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

INTERIOR
UNIT 108

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

3. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

4. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

5. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

6. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all drain lines to flow downhill; all copper tubing and lines to be free of kinks.

7. Loose receptacles throughout. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, tighten or replace all receptacles.

8. Incomplete kitchen faucet. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, install aerator.

9. Toilet not securely mounted to floor and not sealed. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, securely mount toilet and seal at floor.

10. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

11. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

12. Address number missing. This is a violation of NLVMC Section 12.04 - Addressing, Ordinance 1131. To comply, provide 3-1/2" high address display, directly or indirectly illuminated at night, in a contrasting color.

13. MC cable connected to water heater by romex connector. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, remove romex connector and install Code compliant connector.

14. Water lines to water heater are kinked. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace all kinked water lines.

15. Inoperable outlet at sink. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace inoperable receptacle.

16. Living room ceiling sags. This is a violation of UHC Section 1001.3 - Structural Hazards. To comply, remove and replace all deteriorated, sagging drywall.

EXTERIOR
BLDG. 1731

1. Drainage toward foundation. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, nuisance water should drain away from the building.

2. Roof drains deteriorated and rotted. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all deteriorated roof drains.

3. Gutters are full of debris. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, remove all debris from gutters.

4. Underfloor vent grills broken, smashed, missing, and/or blocked. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all broken, smashed, missing and/or blocked underfloor vent grills.

5. Unsupported gas lines. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, support gas lines in accordance with 2006 UPC Table 3-2.

6. Gas lines supported with EMT clamps. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, remove all EMT clamps and replace with approved, listed supports.

7. Broken, damaged light fixtures. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken and/or damaged light fixtures.

8. Open and exposed electrical wiring at light fixtures. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, repair broken conduit, broken connectors, broken fixture units and/or broken equipment.

9. Illegal electrical wiring. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, remove all incorrect electrical materials.

10. Condensate elbows broken. This is a violation of UHC Section 1001.7 - Hazardous Mechanical. To comply, replace all missing elbows.

11. Unit address displays missing. This is a violation of NLVMC Section 12.04 Ordinance 1131 - Addressing. To comply, install unit address displays minimum 3-1/2" high, in a contrasting color, directly or indirectly illuminated at night.

12. Missing or rotted wood and wood trim. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all missing or rotted wood and wood trim.

13. Penetrations through exterior walls not sealed. This is a violation of UHC Section 1001.8 #3 - Faulty Weather Protection. To comply, seal all penetrations in exterior walls.

14. Main breaker for house panel screwed shut. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, remove screws.

15. Nevada Power side of switch gear is open and missing hardware. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, repair or replace switch gear.

16. Main buss bar exposed in several locations. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, main buss bar shall be protected by installation of dead fronts, blank covers, breakers, etc.

17. Broken underground conduit with exposed wiring. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace broken conduit with proper Code compliant material.

18. Wood is exposed to electrical parts at panel. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, protect combustible construction.

19. High and low voltage mixed inside house panels. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, remove low voltage from inside panels.

20. Gas lines encased in concrete. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, remove concrete and install a sleeve.

21. Screens screwed onto building. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, remove all screws holding in the screens.

INTERIOR
UNIT 114

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

5. Ceiling in bedroom sagging. This is a violation of UHC Section 1001.3 - Structural Hazards. To comply, remove and replace deteriorated drywall.

6. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

7. Bedroom subfloor sheathing damaged. This is a violation of UHC Section 1001.3 #2 - Structural Hazards. To comply, replace deteriorated flooring.

8. Electrical panel not readily accessible. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, relocate water heater so that the electrical panel is readily accessible.

9. Failure to provide minimum 3-foot clearance in front of electrical panel. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, remove/relocate water heater to provide minimum 3-foot clearance to front of panel as required by Code.

10. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

11. GFCI receptacle in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace receptacle.

12. Exhaust fan in bathroom inoperable. This is a violation of UHC Section 1001.7 - Hazardous Mechanical. To comply, repair or replace exhaust fan.

INTERIOR
UNIT 102

1. Broken front door. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace front door.

2. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

3. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

4. Water heater lines trapped. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, all drain lines to flow downhill; all copper tubing and lines to be free of kinks.

5. Light switch at front door broken. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace switch at front door.

6. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

7. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

8. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

9. Outlets not secure in wall. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, repair/replace or secure outlets to the surface upon which they are mounted.

10. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

11. Broken windows. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, repair broken windows.

12. Floor slopes, tilts toward the living room exterior wall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, determine cause of movement and re-level floor.

13. Toilet not sealed. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, seal toilet at floor connection.

INTERIOR
UNIT 110

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. No heating facilities. This is a violation of NLVMC Section 15.20.030 - Heating Cooling & Ventilation. To comply, provide gas to unit so that heating facilities are operable.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

5. GFCI receptacle in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace receptacle.

6. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

7. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

8. Over spray on electrical breakers. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all breakers with over spray on them.

9. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

10. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

11. Unit leans, tilts, slopes toward the south. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, determine cause of movement and re-level floor.

12. Breaker tripping in kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, determine cause of constant tripping and repair.

INTERIOR
UNIT 101

1. No heating facilities. This is a violation of NLVMC Section 15.20.030 - Heating Cooling & Ventilation. To comply, provide gas to unit so that heating facilities are operable.

2. No hot water to plumbing fixtures. This is a violation of UHC Section 1001.2 #5 - Inadequate Sanitation. To comply, provide electrical to unit.

3. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

4. Front entry damaged and poses a tripping hazard. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, replace all damaged entry tile.

5. Open spaces in electrical panel. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install blank covers or spare breakers in panel.

6. Door to water heater closet missing hinges. This is a violation of UHC Section 1001.2 #13 - Inadequate Sanitation. To comply, install hinges.

7. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

8. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

9. Unit leans, slopes, tilts to the east. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, determine cause of movement and re-level the floors.

INTERIOR
UNIT 109

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. No heating facilities. This is a violation of NLVMC Section 15.20.030 - Heating Cooling & Ventilation. To comply, provide gas to unit so that heating facilities are operable.

3. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure line so that it flows downhill

4. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

5. Over spray on electrical breakers. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all breakers with over spray on them.

6. GFCI receptacle in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace receptacle.

INTERIOR
UNIT 104

1. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

2. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

3. Stair treads damaged. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, repair stair treads.

4. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

5. Leaking plumbing at upstairs lavatory. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair leak.

6. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

7. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

8. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

INTERIOR
UNIT 116

1. Leaking plumbing at kitchen sink. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair leak.

2. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

3. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

4. Electrical panel not readily accessible. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, relocate water heater so that panel is readily accessible.

5. Failure to provide a minimum 3-foot clearance in front of electrical panel. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, remove/relocate water heater to provide minimum 3-foot clearance in front of panel as required by Code.

6. Penetrations not sealed. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, seal all pipe penetrations in water heater closet.

7. Deteriorated drywall at refrigerator wall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace all deteriorated drywall.

8. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

9. GFCI receptacle in bathroom does not work. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace receptacle.

10. Drywall screws used to secure handrail. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, remove all drywall screws.

INTERIOR
UNIT 111

1. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

2. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

3. Broken front door. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace front door.

4. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

5. Water heater Temperature Pressure drain line runs uphill. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, re-install Temperature Pressure drain line so that it flows down hill.

6. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

7. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

8. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

9. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

10. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

INTERIOR
UNIT 107

1. GFCI protection missing from kitchen. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, install GFCI protection in kitchen.

2. Broken receptacles. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacles.

3. Incomplete plumbing hardware. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, install stopper assembly.

4. Incomplete door hardware. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, install complete door hardware including striker plates.

5. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

6. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

7. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

8. Broken interior doors. This is a violation of UHC Section 1001.2 - Inadequate Sanitation. To comply, replace all interior broken doors.

9. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

10. Cove base missing in bathroom. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, replace missing cove base.

INTERIOR
UNIT 106

1. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

2. Handrail not correct height. This is a violation of UHC Section 1001.12 - Inadequate Exits. To comply, handrail shall be a minimum of 34" but not more than 38" above the stair tread nosings.

3. Tub is delaminating. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, replace tub.

4. Broken and missing outlet covers and face plates. This is a violation of UHC Section 1001.5 - Hazardous Electrical. To comply, replace all broken receptacle covers.

5. Broken window. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, repair broken window.

6. Toilet not securely mounted to floor. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, securely mount toilet to floor, and seal at floor line.

INTERIOR
UNIT 103

1. Broken front door. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, replace front door.

2. Holes in drywall. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, patch all holes in drywall.

3. Tub not sealed at floor and wall lines. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, seal tub at wall and floor line.

4. Toilet not securely mounted to floor. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, securely mount toilet to floor and seal at floor line.

5. Light comes in around front door when closed. This is a violation of UHC Section 1001.8 #2 - Faulty Weather Protection. To comply, install weather stripping.

6. Walls under kitchen sink deteriorated. This is a violation of UHC Section 1001.10 - Faulty Materials of Construction. To comply, remove and replace all deteriorated material.

7. Water/sewer leak at living room ceiling. This is a violation of UHC Section 1001.6 - Hazardous Plumbing. To comply, repair or replace water/sewer lines to stop leak.

UNABLE TO INSPECTION UNITS 108, 112, 113

These inspection results may not be all inclusive as no destructive testing was performed and no inspection was made of the roof or roof top equipment.

There appears to be excessive leaks from the sewer or water system throughout the townhouse units. Due to the amount of leaks, the unknown time lengths of the leaks and the musty odor associated with the leaks, mold may be present within the floor ceiling assemblies and the subfloor assemblies. **Extreme care should be taken when removing the drywall to access the sewer system.**

The observable amount of sewer/water leaks in the townhouse units constitutes an unsanitary condition. The sewer system is unsafe. Continued use of the sewer system is considered an unsafe use. The sewer system should be replaced.

The necessary rehabilitation or demolition WILL REQUIRE a permit secured by a Licensed State of Nevada Contractor with a current North Las Vegas Business License **within 20 calendar days** from the service date of this Notice and Order and work physically commencing **within 30 calendar days** from the service date of this Notice and Order.

In accordance with UHC Section 1201, you have *thirty (30) calendar days to appeal* this Notice and Order in writing to the Building Official, 2240 Civic Center Dr., North Las Vegas, NV 89030. Failure of any person to file an appeal, in accordance with the provisions of UHC Section 1201, shall constitute a waiver of the right to an administrative hearing and adjudication of the Notice and Order or to any portion thereof.

Failure to comply with this Notice and Order within the time frame specified may result in a citation being issued. If a citation is issued, it will require a mandatory court appearance and you may be subject to fines of up to $1000.00 per day the violation continues and/or up to six months in jail.

In accordance with UHC Section 1401.3(3), the Building Official may in addition to any otherremedy, contract the work to be done, and charge the cost thereof against the property or its owners. The Building Official will keep an itemized expense account of the cost of all the work including: rehabilitation work, administrative work and any other expense incurred by the jurisdiction. You will be billed for the entire amount. If this amount has not been paid within thirty days, a lien will be placed on the property by way of tax assessment on the regular assessment as levied by the County Assessor.

If you have any questions, I can be reached at 702-633-1581, Monday through Thursday, 7:00a.m. to 4:30p.m.

Sincerely,

Terry Kozlowski
Building Safety Division
Building Inspector, Customer Service
CasaRosaTownhsHazsub
//kd

cc: Gregory E. Rose, City Manager
Dr. Qiong Liu, Public Works Director
Yolanda Aclaro, Acting Building Official
Don England, City of North Las Vegas Housing Authority

Comprehensive Physical Needs Assessment and Feasibility Study of Public Housing Units

Narrative Report

For the Housing Authority of the City of Las Vegas, NV on behalf of the Housing Authority of the City of North Las Vegas, NV

Site Number NV007-004

Casa Rosa Apartments

Site Data for Casa Rosa Apartments

Site Number	NV 007-004
Site Location	Yale Street and Tonopah Avenue North Las Vegas, NV
Year Constructed	1975
DOFA:	August 7, 1975
Year/s of Last Comprehensive Modernization	1985
Site Designation	Family
Total Number of Dwelling Buildings	10
Number of Non-Dwelling Buildings	4
Dwelling Building Unit Type	Walk Up/Row
Vacant Units	0
504 Units	6

Dwelling Unit Data								
Bedrooms	0	1	2	3	4	5	6	Total
# Units	0	12	24	29	36	0	0	101
Unit Area	0	772	919	1199	1435	0	0	117,751

General Statement

Pursuant to the Housing Authority of the City of Las Vegas Quote/Bid number P08008, The Nelrod Company was contracted to provide a Comprehensive Physical Needs Assessment and Feasibility Study for the Casa Rosa Apartments, located at 1831 Yale Street and 311 E. Tonopah Avenue, North Las Vegas, NV. The walkthrough portion of the needs assessment was completed on October 16-17, 2008. The walkthrough included at a minimum, 100% of the site, a sampling 10% of the buildings (all buildings observed), and 10% of the dwelling units to include 100% of 504 designated units Documents provided by the housing authority to support the needs assessment include the latest REAC inspection results, asbestos and lead based paint analysis reports, HUD

Limited Accessibility Report, and the HACNLV Agreement for Voluntary Compliance Agreement (504) were provided at the time of the walkthrough. Copies of these documents are provided as part of the needs assessment report.

Subsequent to the needs assessment walkthrough, the City of North Las Vegas Public Works Department conducted building inspections of Casa Rosa Apartments and issued an order for demolition or repair of a portion of the dwelling buildings based upon hazardous, substandard conditions and for abatement. The majority of the repairs indicated in the city building inspector report dated October 22, 2008, were observed

General 504 Compliance Statement

Based upon the Comprehensive Physical Needs Assessment walk-through as well as a review of the HUD Compliance Review on Limited Accessibility prepared by HUD, June 11-15, 2007, it has been determined that the Casa Rosa Apartments does not meet current accessibility standards as outlined in UFAS Guidelines. It is recommended that items and listed in the report and further supported in this needs assessment be addressed as indicated in the HUD 504 Compliance Review and the ensuing VCA, specifically paragraph IIIP Physical/Program Accessibility. Modernization cost data necessary for accessibility compliance is included in this needs assessment. Accessibility and 504 compliance modernizations include but are not limited to accessible routes, parking lot and ramp slopes, public facility accessibility, unit accessibility. The modernization costs associated with the requirements of the HUD compliance review and VCA are included in the calculations provided in this needs assessment.

General Site Description

Casa Rosa Apartments was constructed in 1975 on two adjacent parcels of land. The site consists of 10 dwelling buildings and 4 non-dwelling buildings (integral to the dwelling structures) on a site of approximately 115,200 feet square. The site appearance is in below average condition. As evidenced during the needs assessment walk-through, there is adequate parking for the residents. Asphalt parking lots are showing signs of normal wear and tear and should be resurfaced in areas showing deterioration, sealed, and restriped. Site drainage issues observed during the walkthrough and also noted in the city inspection report indicate the need for directing rainwater drainage away from the dwelling buildings. Site landscaping with sprinkler system and child play areas are in need of replacement. Site lighting appears adequate, however, the photo sensors on some of the site lights are inoperable and some of the site lights remain on during the day.

General Building Description

Dwelling buildings were constructed before 1975. The building foundations are pier and beam construction. Buildings are two story stucco walk-up type apartments. The building exteriors appear in below average to poor condition. There are some areas of stucco that should be recoated prior to painting of the exteriors. During any modernization, the single pane windows would also need to be replaced. Building crawlspaces are not insulated. In order to meet current energy codes, insulation would need to be added in the building's crawlspaces. Window screens should be replaced with security type screens to permit better sustainability. Fascia's are constructed of T111 type wood siding and are showing signs of deterioration, along with gutters and downspouts. Building roofs are showing signs of normal wear and tear and evidence of roof decking sags were noted during the walkthrough. Additional attic insulation should be added to achieve a maximum of R30 as prescribed in the current energy code enforced in the state of Nevada. R19 sub-floor insulation should also be installed in order to meet the energy code requirements. Concrete filled metal pan exterior stairs providing access to 2nd floor units are significantly deteriorated along with 2nd floor landings and have been deemed by the city inspector (copy of the report provided) to render the buildings inspected to be unsafe. Condensate lines from the roof mounted HVAC units are constructed of PVC pipe and do not drain to an enclosed (protected) area. Mechanical hazards were observed with broken bathroom vents. Gas line supports were inadequate and do not conform to current code requirements.

General Unit Description

Dwelling units are in average to poor condition. Based upon the limited asbestos report (copy provided), asbestos has been detected in the walls, ceilings and flooring. Due to environmental concerns, asbestos abatement through removal of all flooring and gypsum walls and ceilings would be required in order to modernize the dwelling units. Unit plumbing failures were evident during walkthrough and all plumbing systems would need to be replaced. Exposed electrical wiring was also observed during the city inspection. During a major rehab, electrical and plumbing upgrades would be required to complete the modernization. One hundred percent of kitchens, baths, and light fixtures would need to be replaced. Interior doors, frames, trim, and window trim would be required to modernize to current construction standards. Fire sprinkler systems would need to be installed to meet the current requirements of the building code.

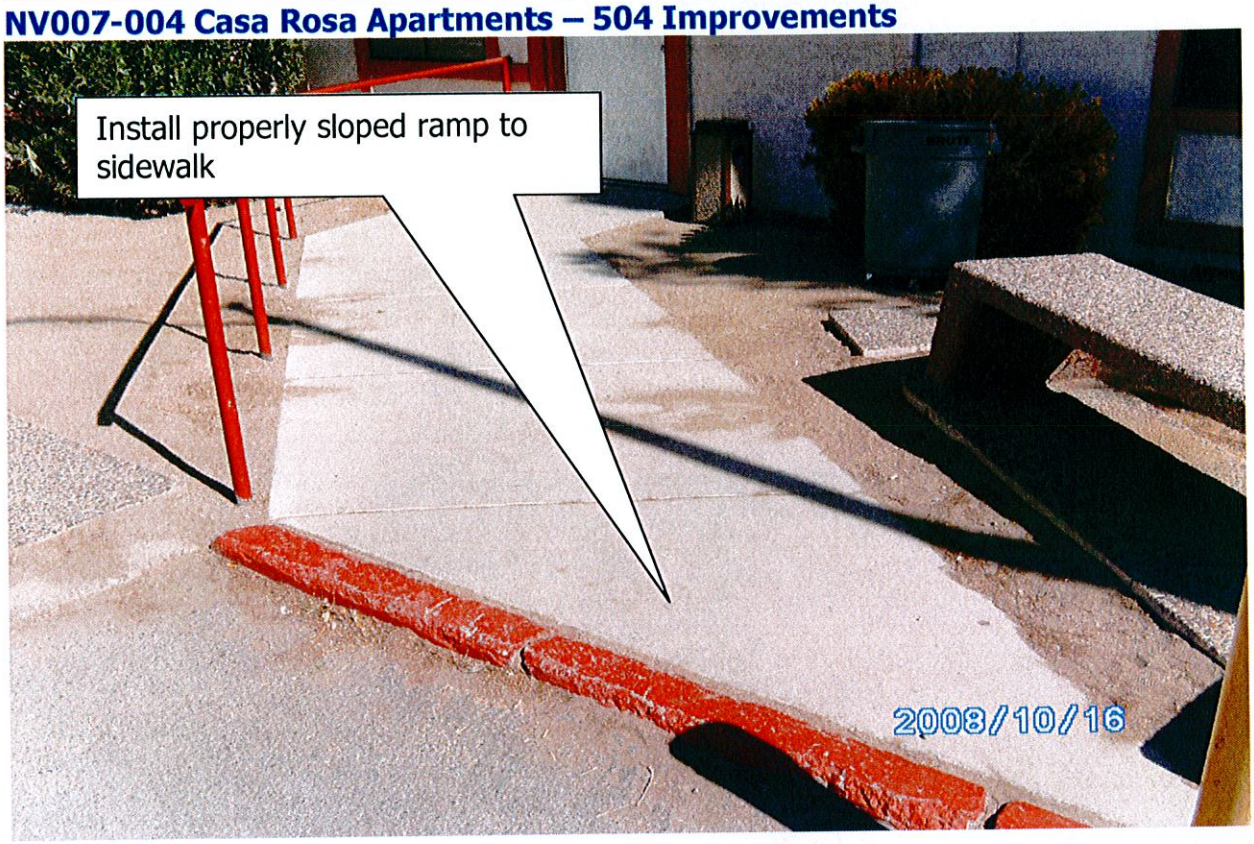
Overall Feasibility Statement and Demo/Dispo Recommendation.

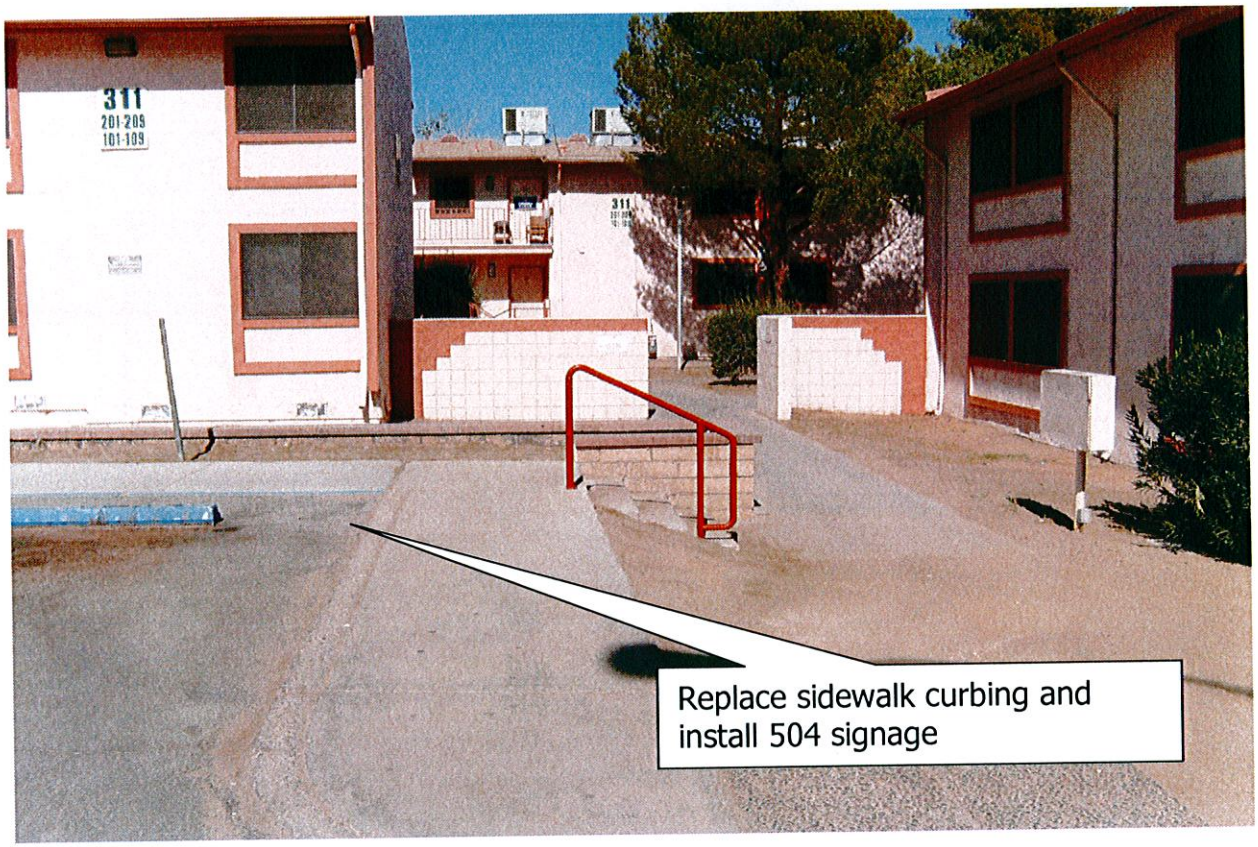
Based on the comprehensive needs assessment estimates, costs for modernization of the site, site infrastructure, buildings and units Casa Rosa Apartments will exceed the 2007 Total Development Cost Limits (most current available TDC Tables) established by HUD.

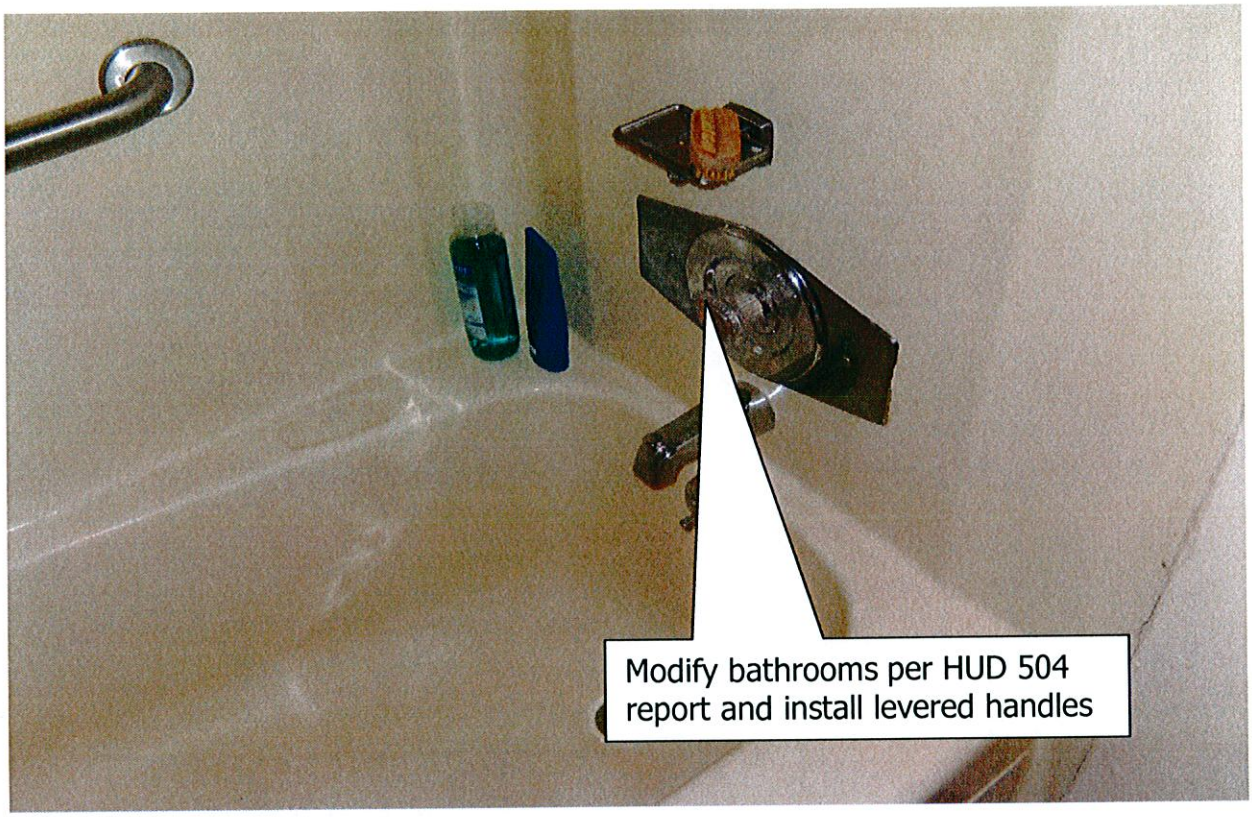
Site TDC Limit for Casa Rosa Apartments is $20,365,666. The needs assessments estimate to modernize the site to "new construction standards" is $13,038,035.34, which is 64.01% of the TDC Limit. This makes the development not viable for modernization. The TDC Limit for a demo/dispo is currently set at 57.14%.

Please see pictures on the following pages.

NV007-004 Casa Rosa Apartments – 504 Improvements



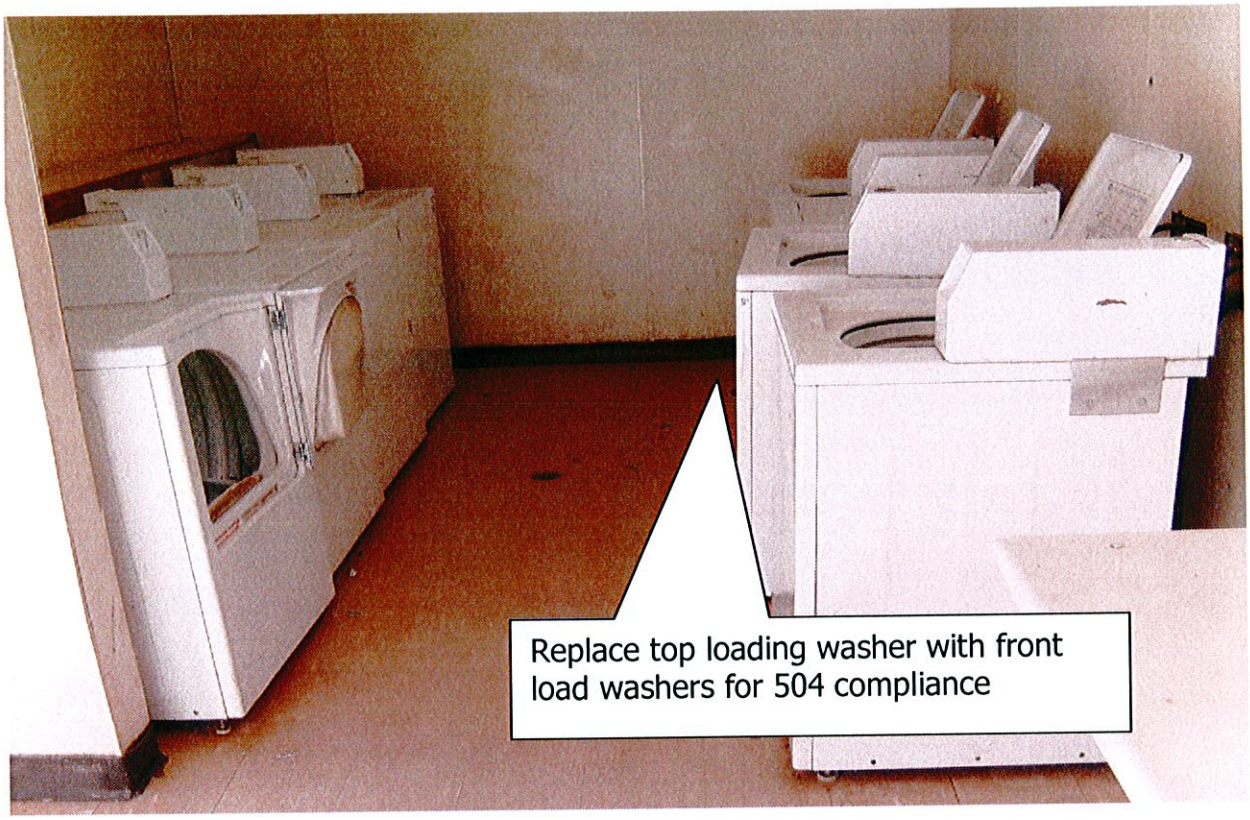



Modify bathrooms per HUD 504
report and install levered handles

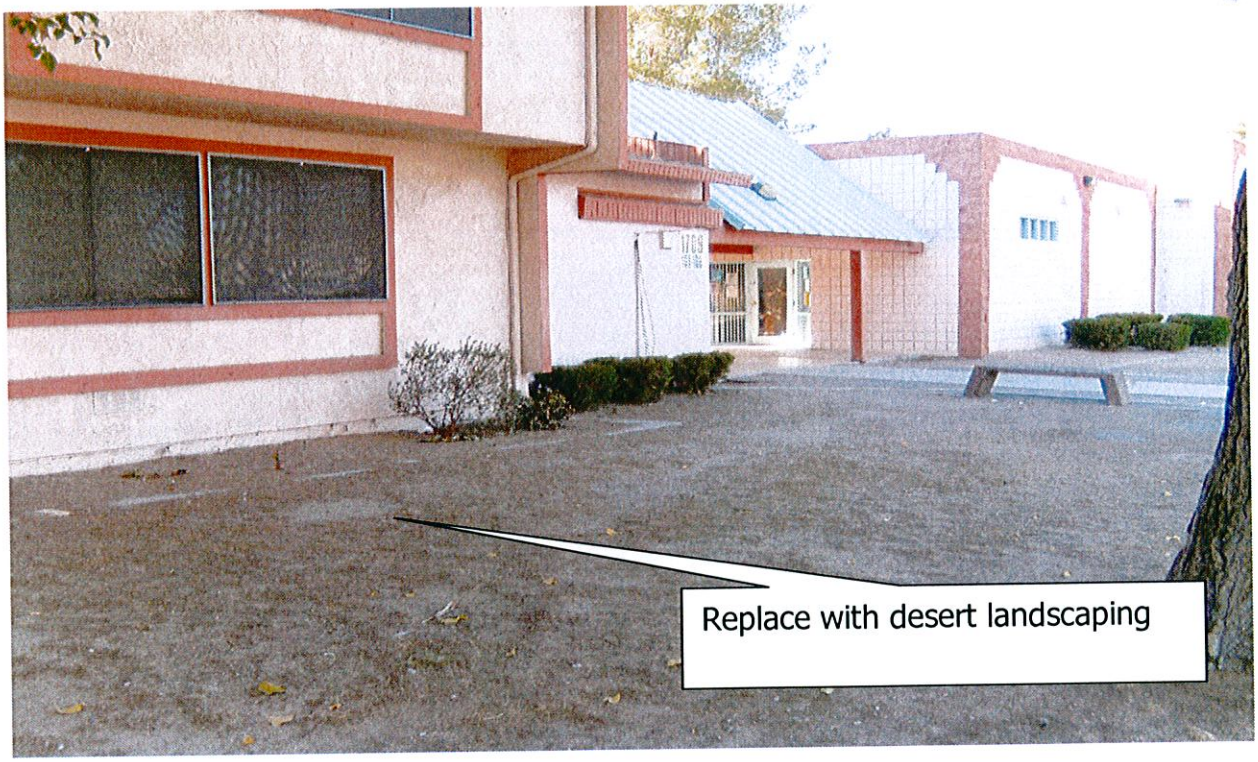
Install levered door handles in
504 units

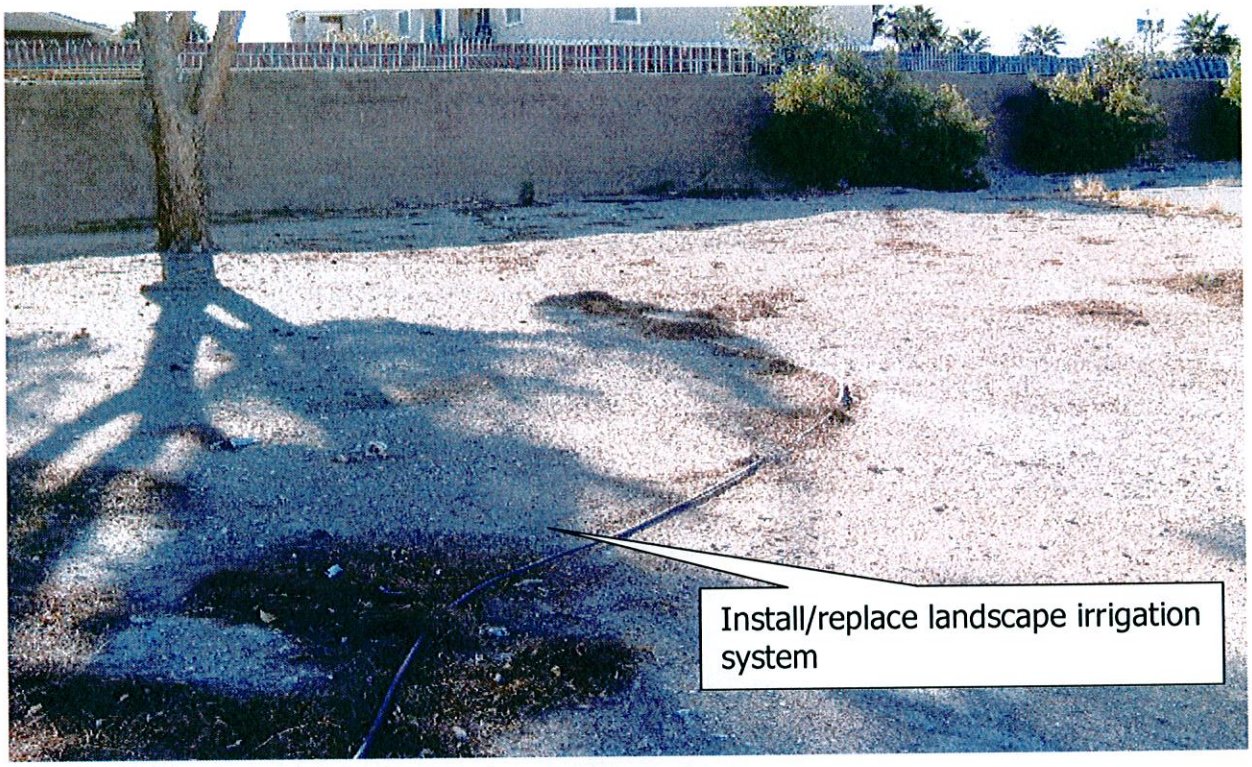
Modify 504 bathrooms to HUD 504 report

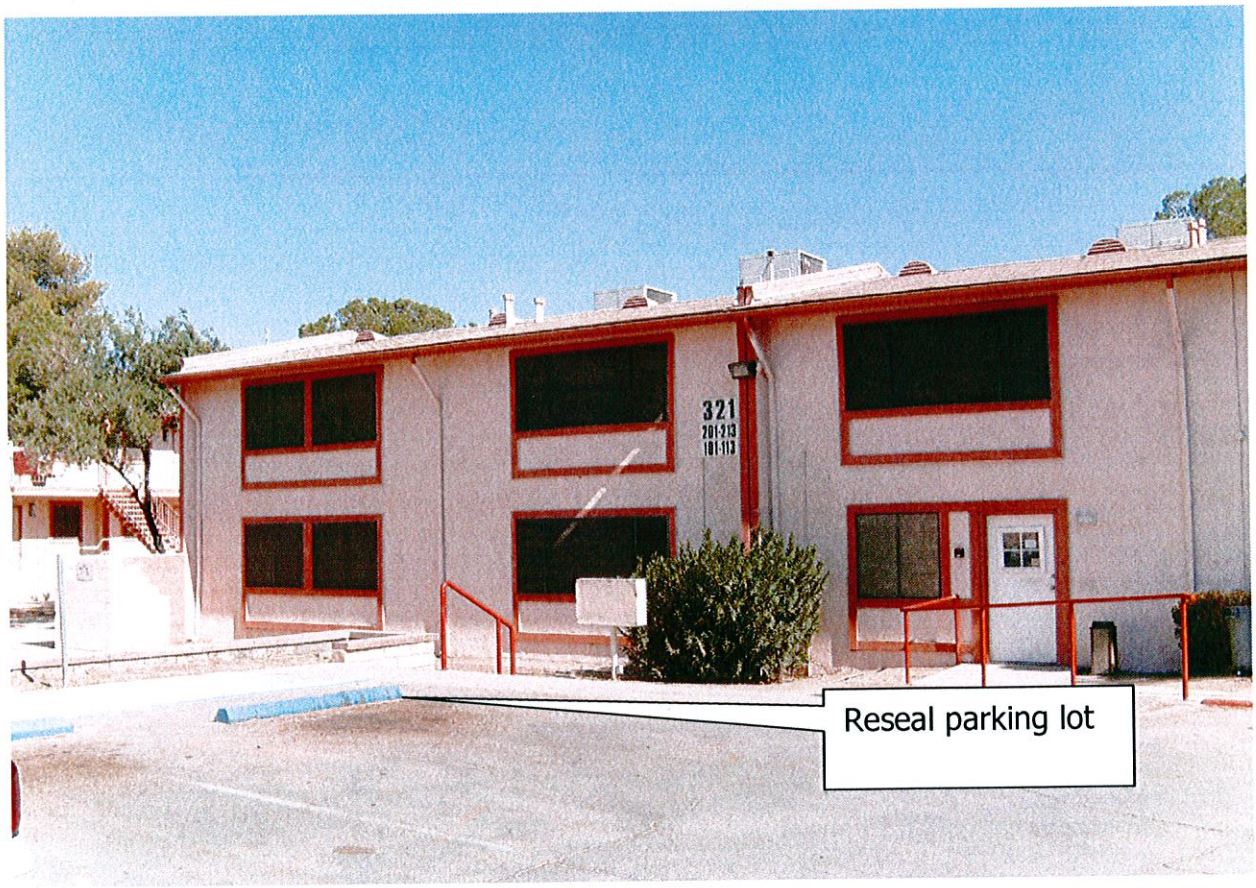
Replace bathtubs and shower surrounds



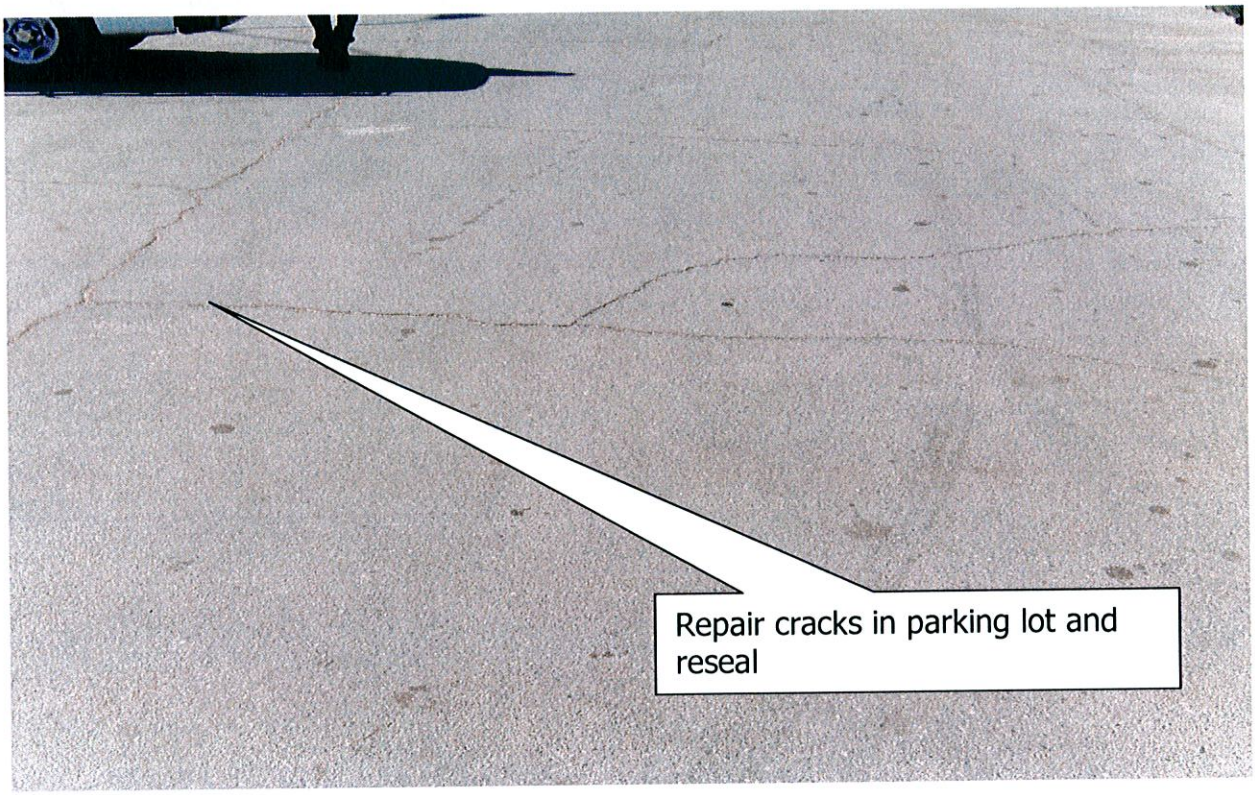
NV007-004 Casa Rosa Apartments – Site Improvements

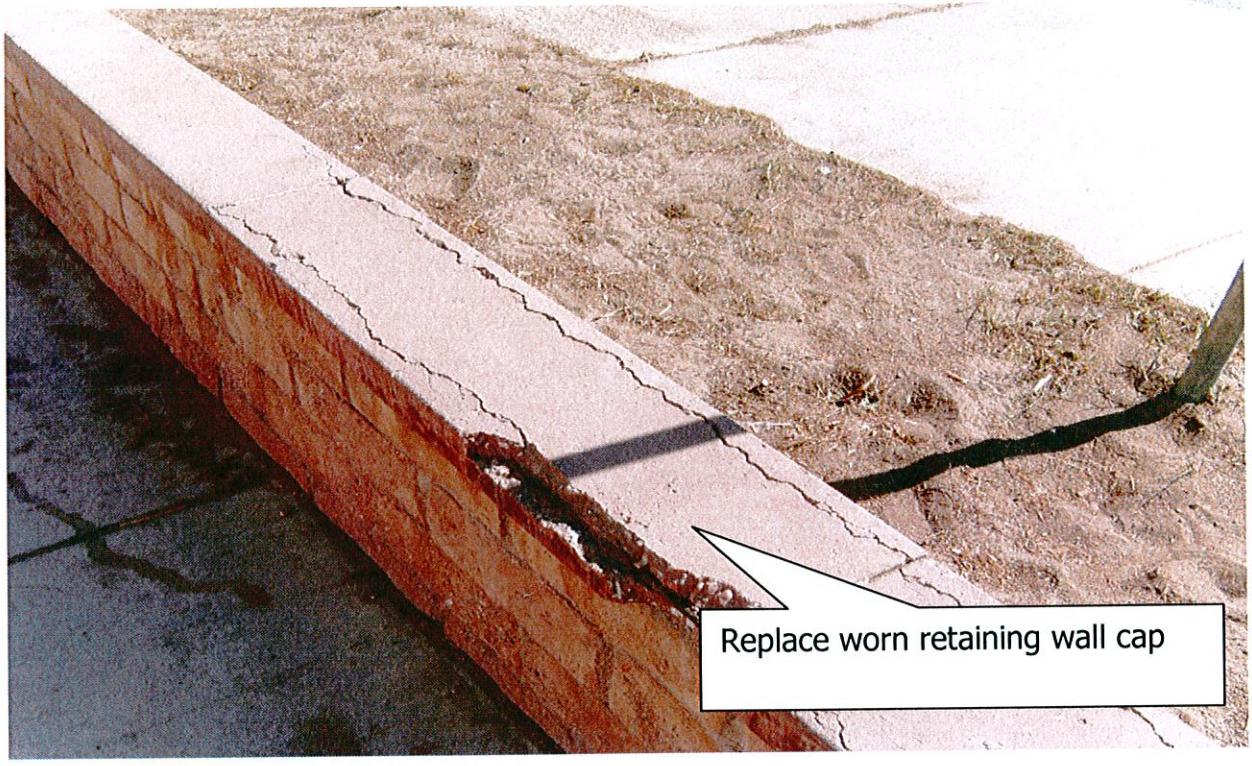


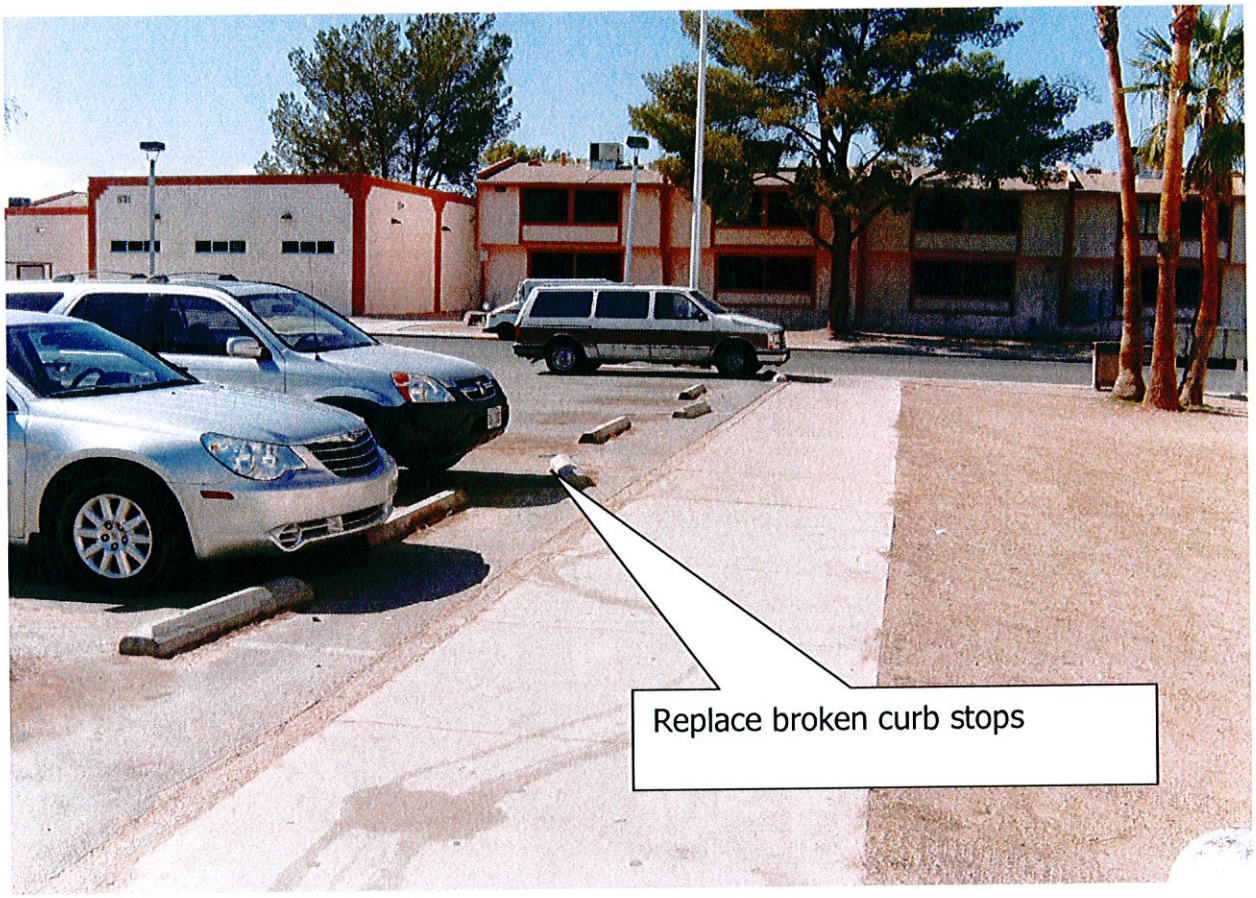

Install/replace landscape irrigation system

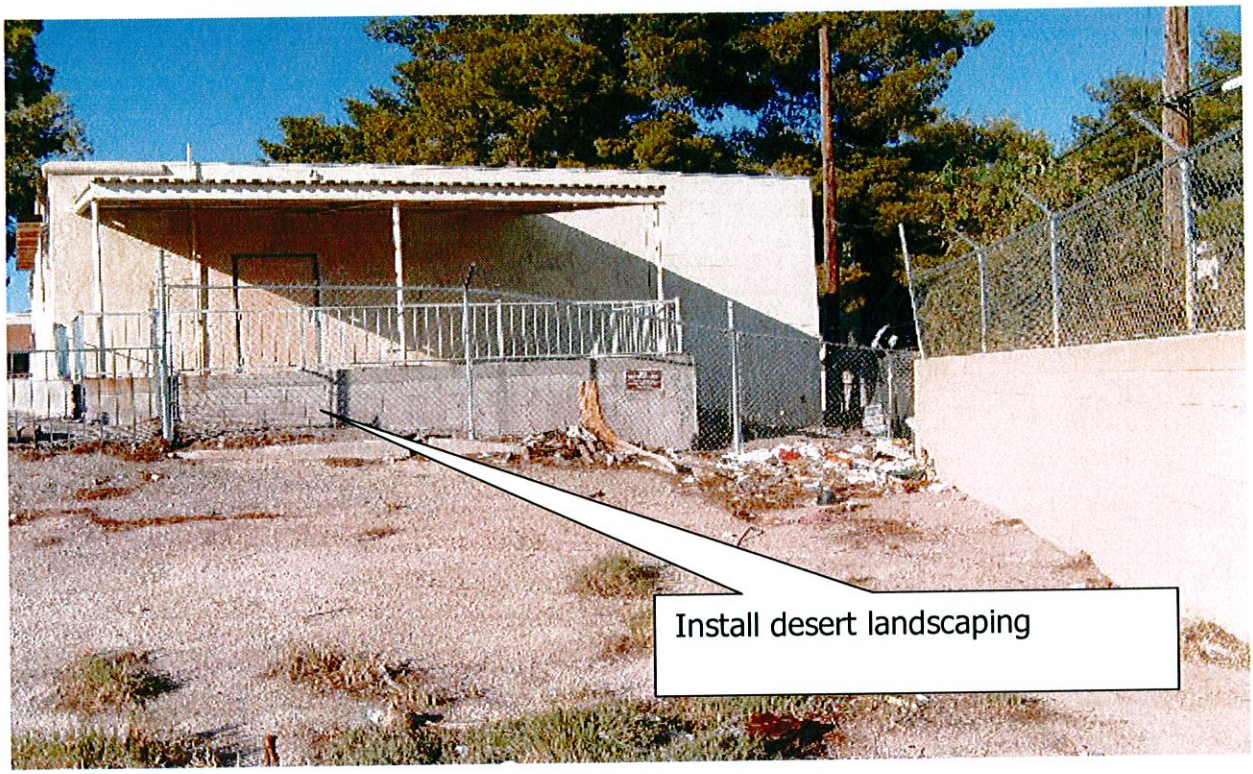

321
201-213
181-113
Reseal parking lot

Replace aging security cameras


Repair cracks in parking lot and reseal

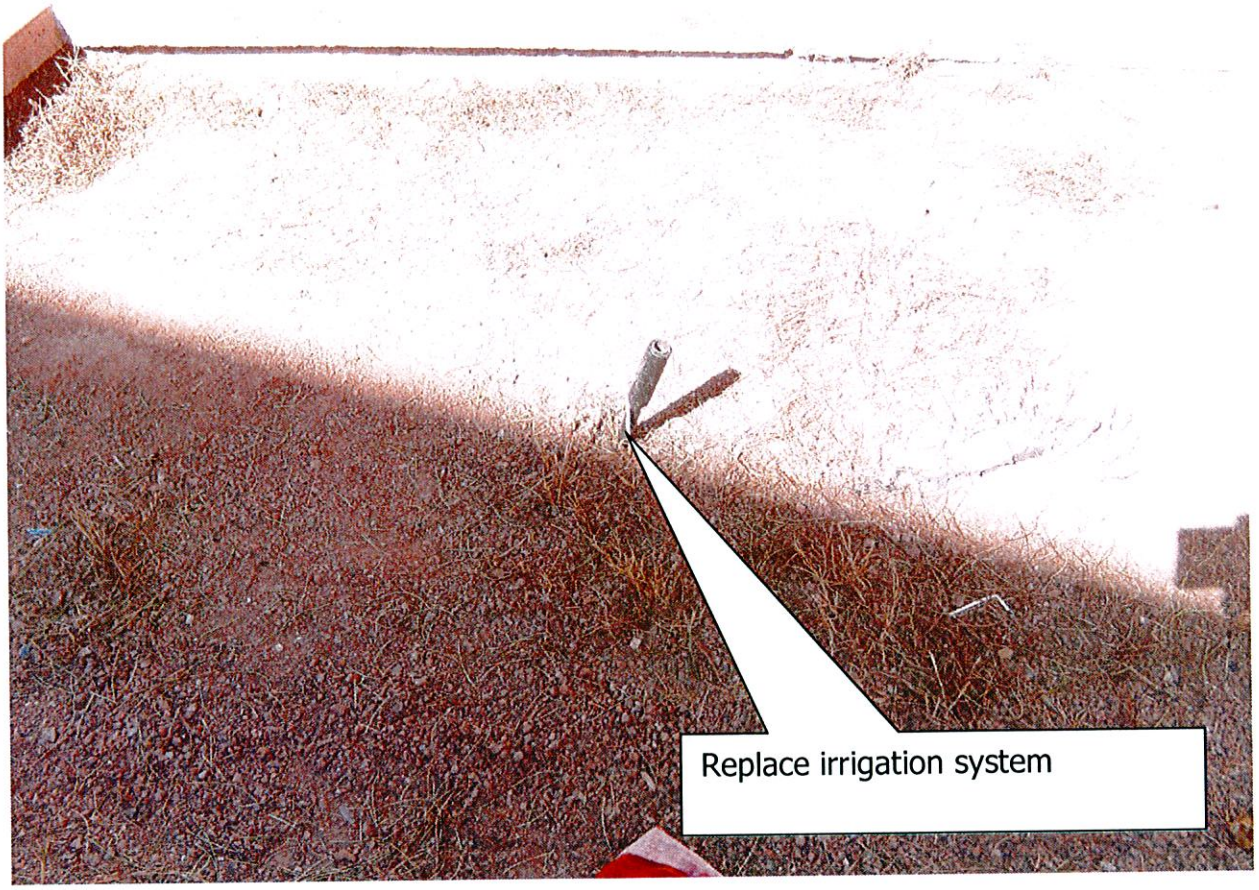

Replace worn retaining wall cap

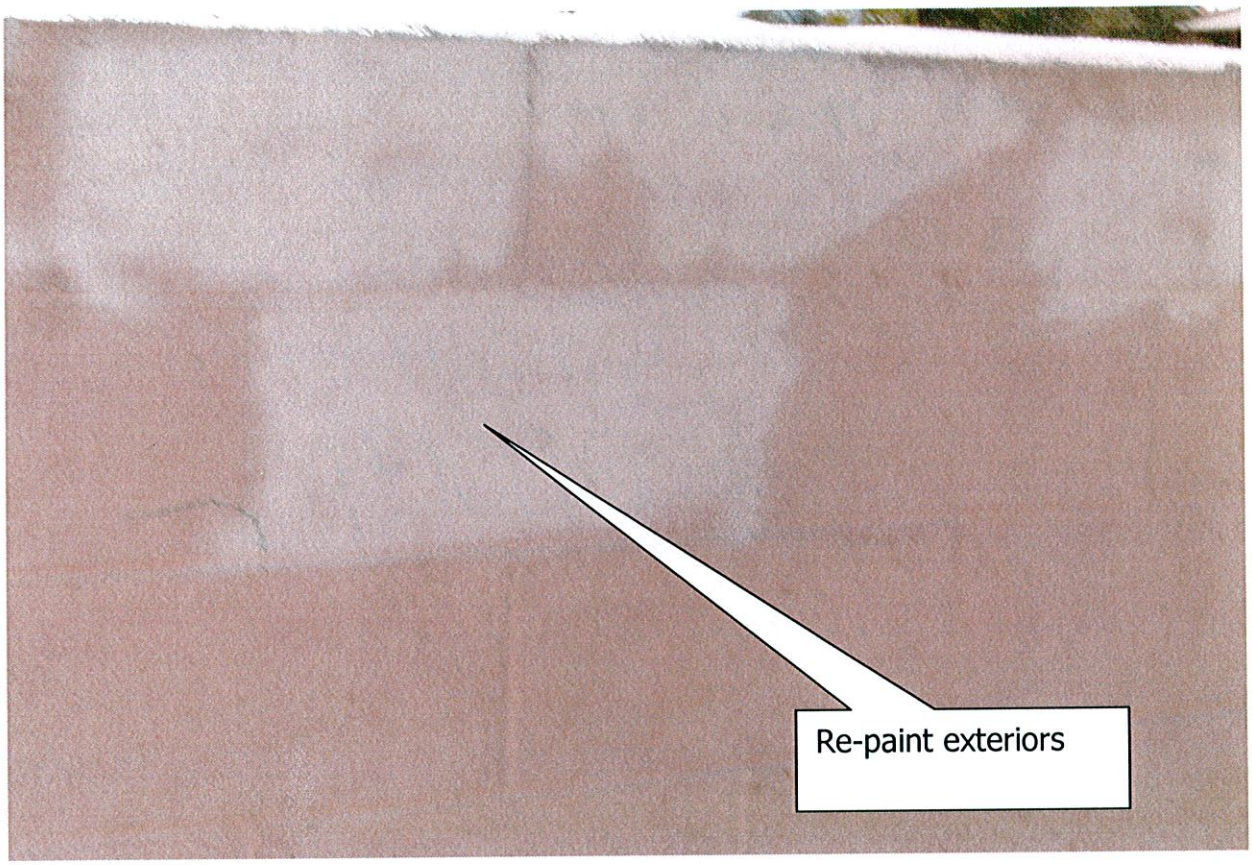

Replace broken curb stops

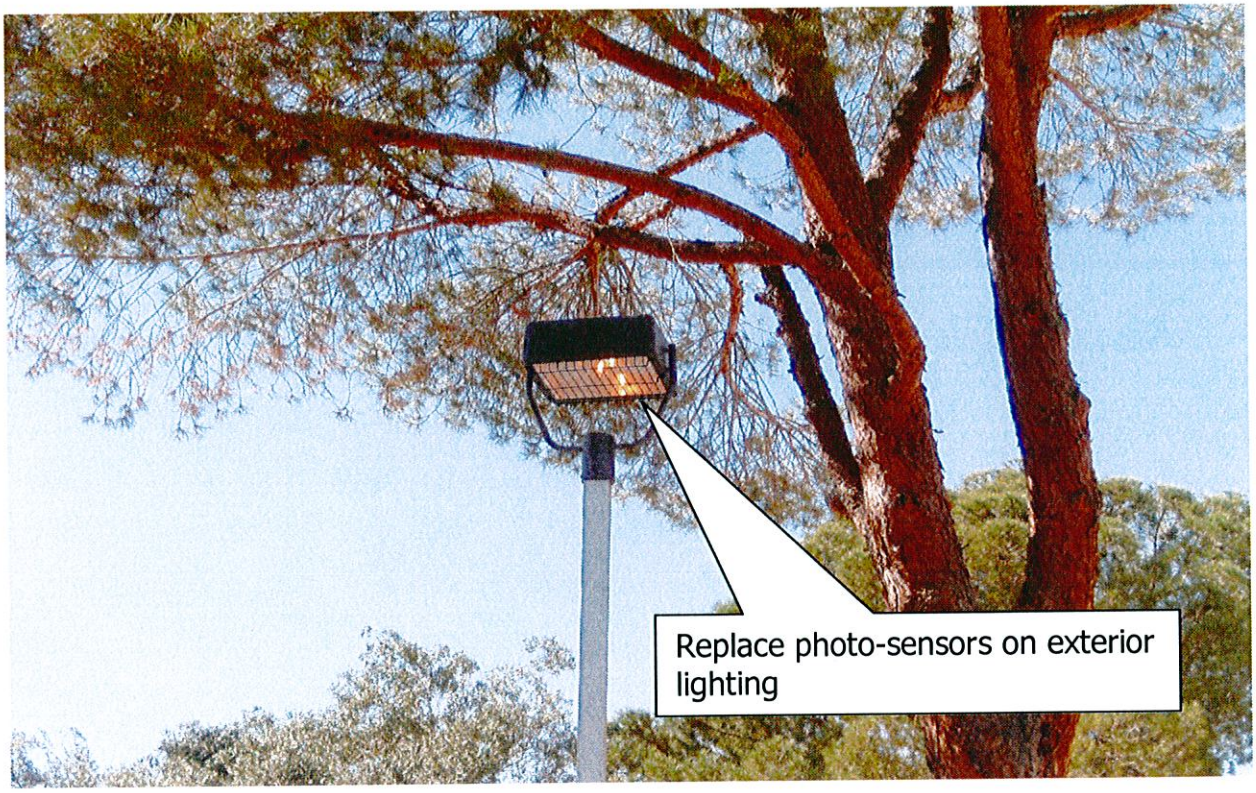

Install desert landscaping

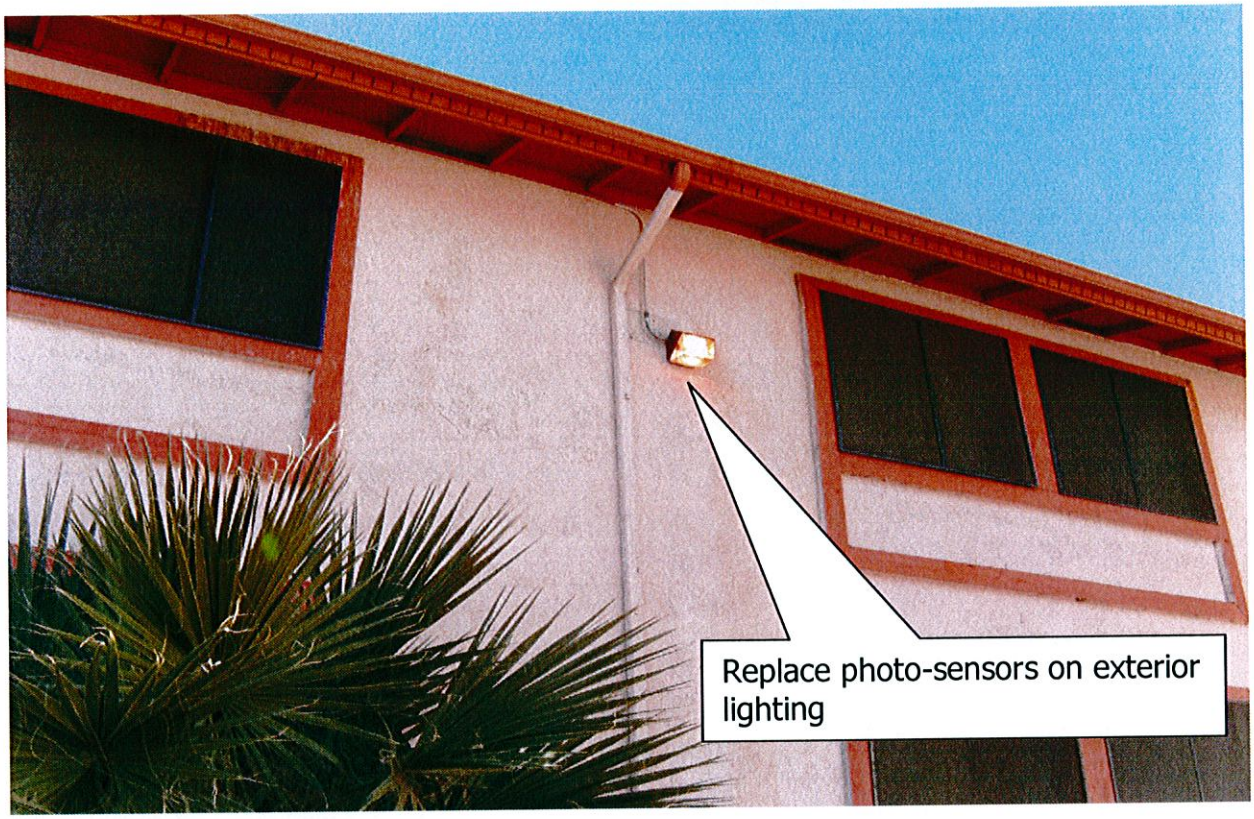
Replace broken sidewalks and
eliminate tripping hazard

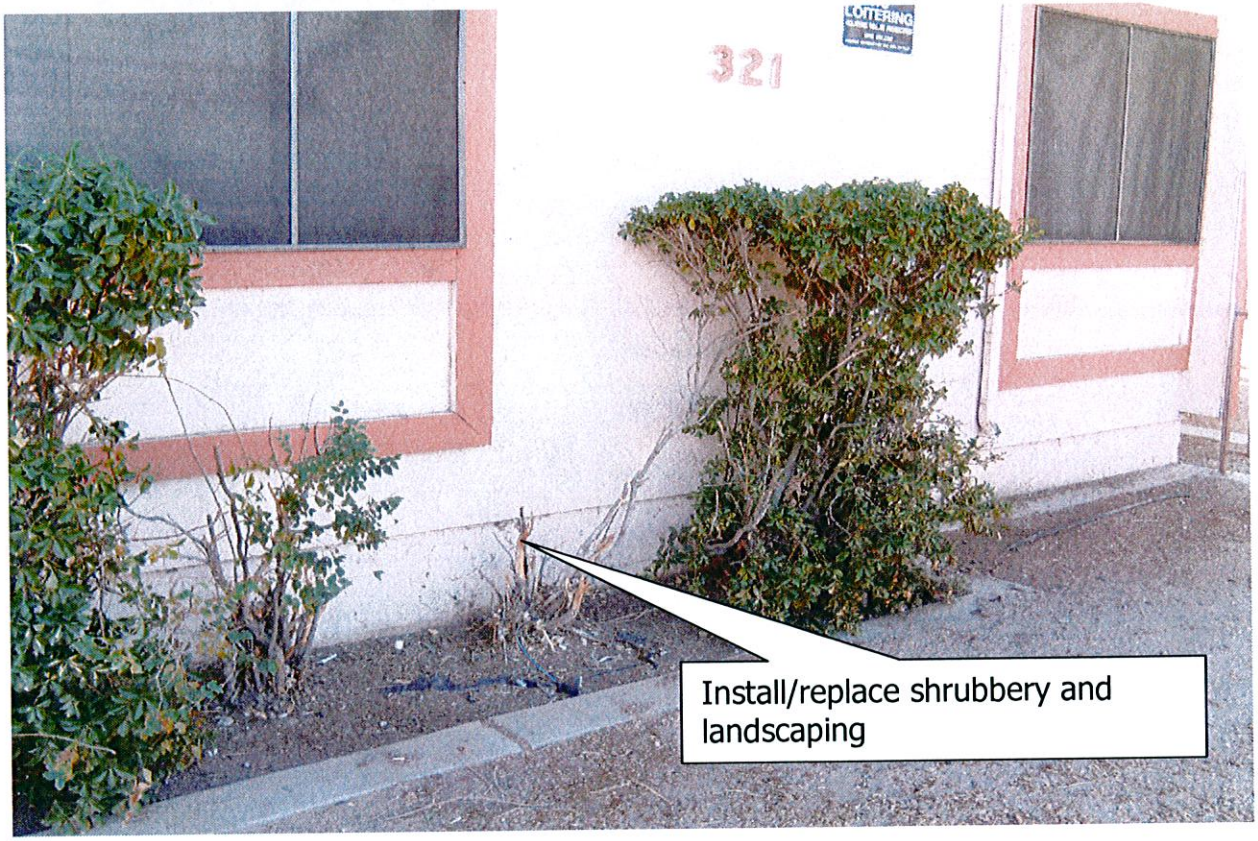
Grind sidewalk to remove tripping hazard


Replace irrigation system


Re-paint exteriors

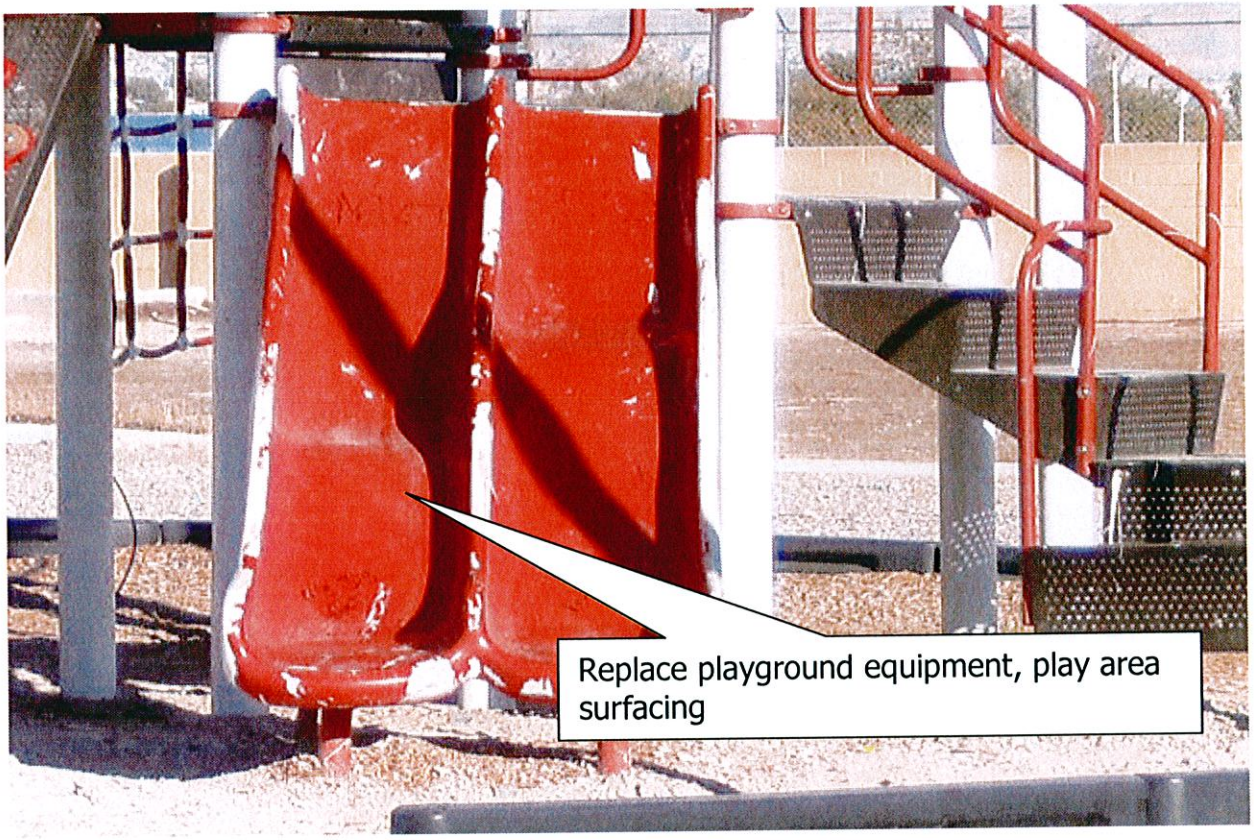

Replace photo-sensors on exterior lighting

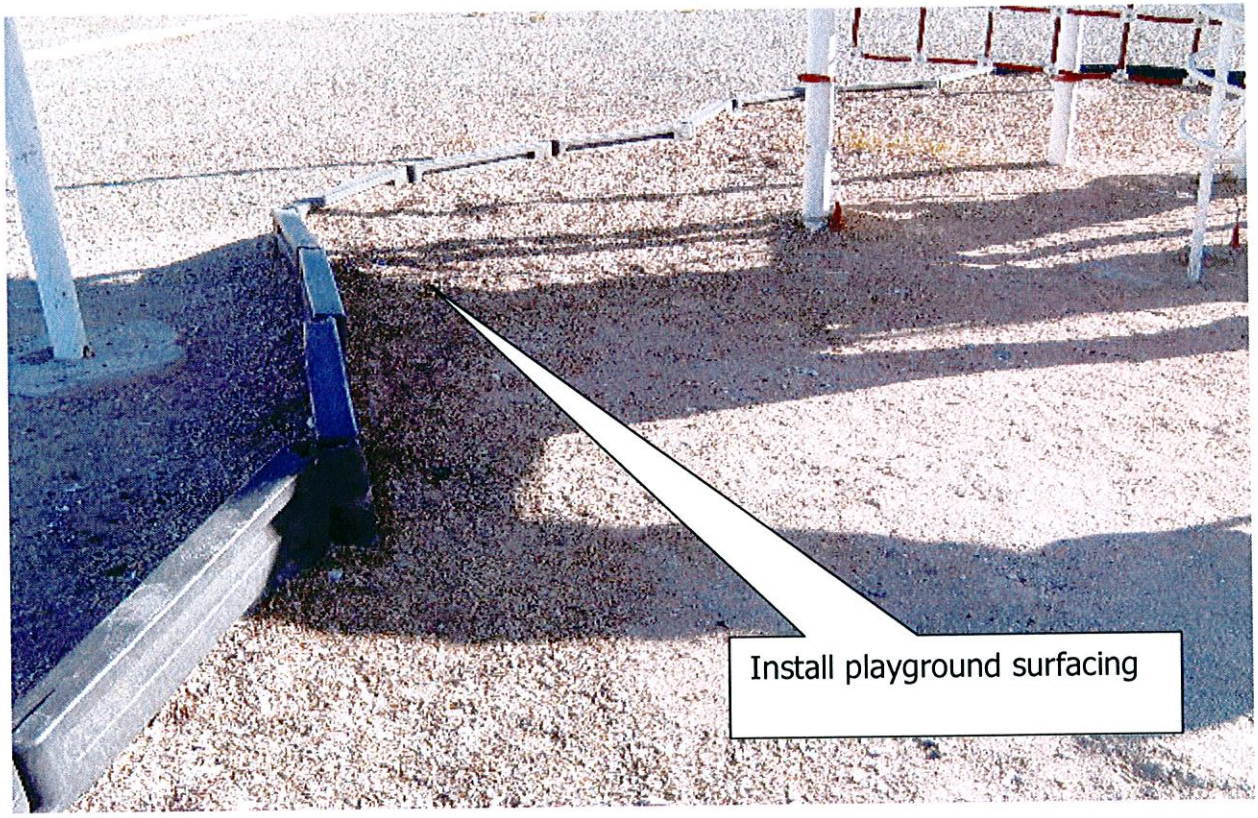

Replace photo-sensors on exterior lighting


321
Install/replace shrubbery and landscaping

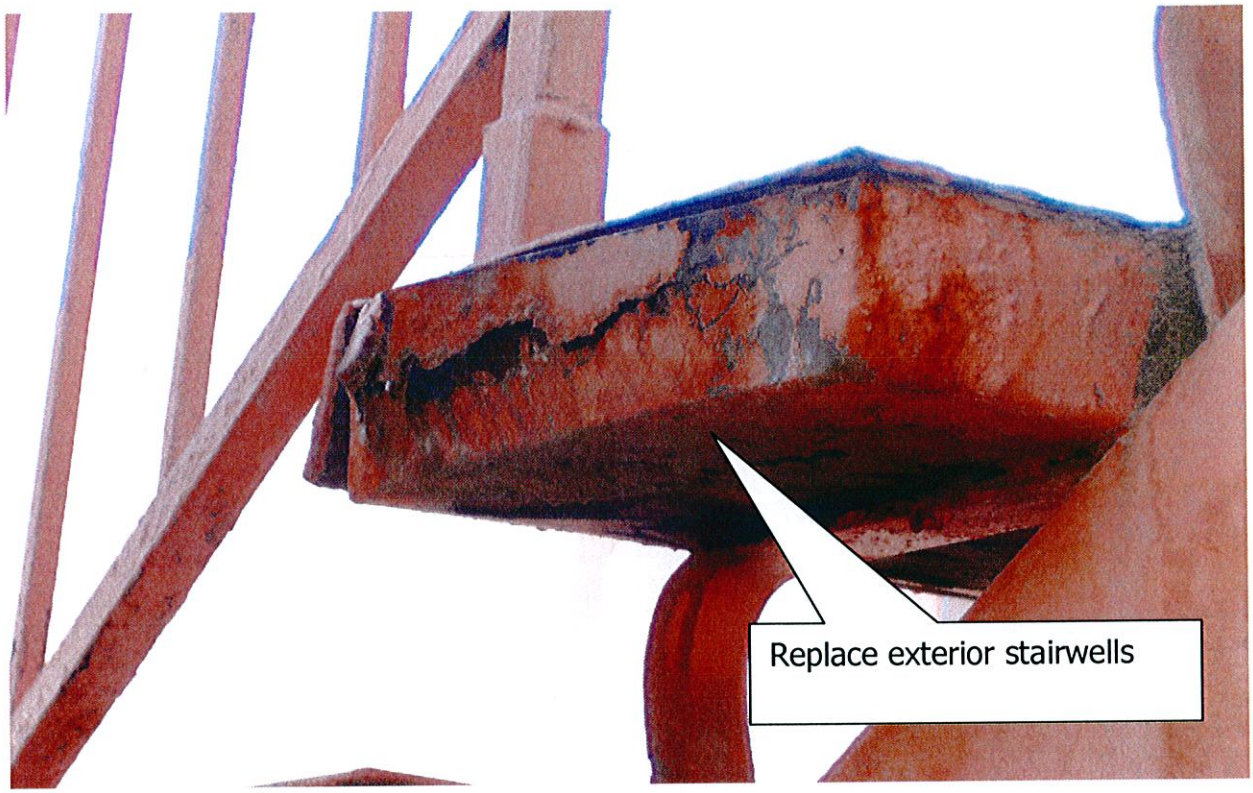
Replace playground equipment, play area surfacing, and install fencing

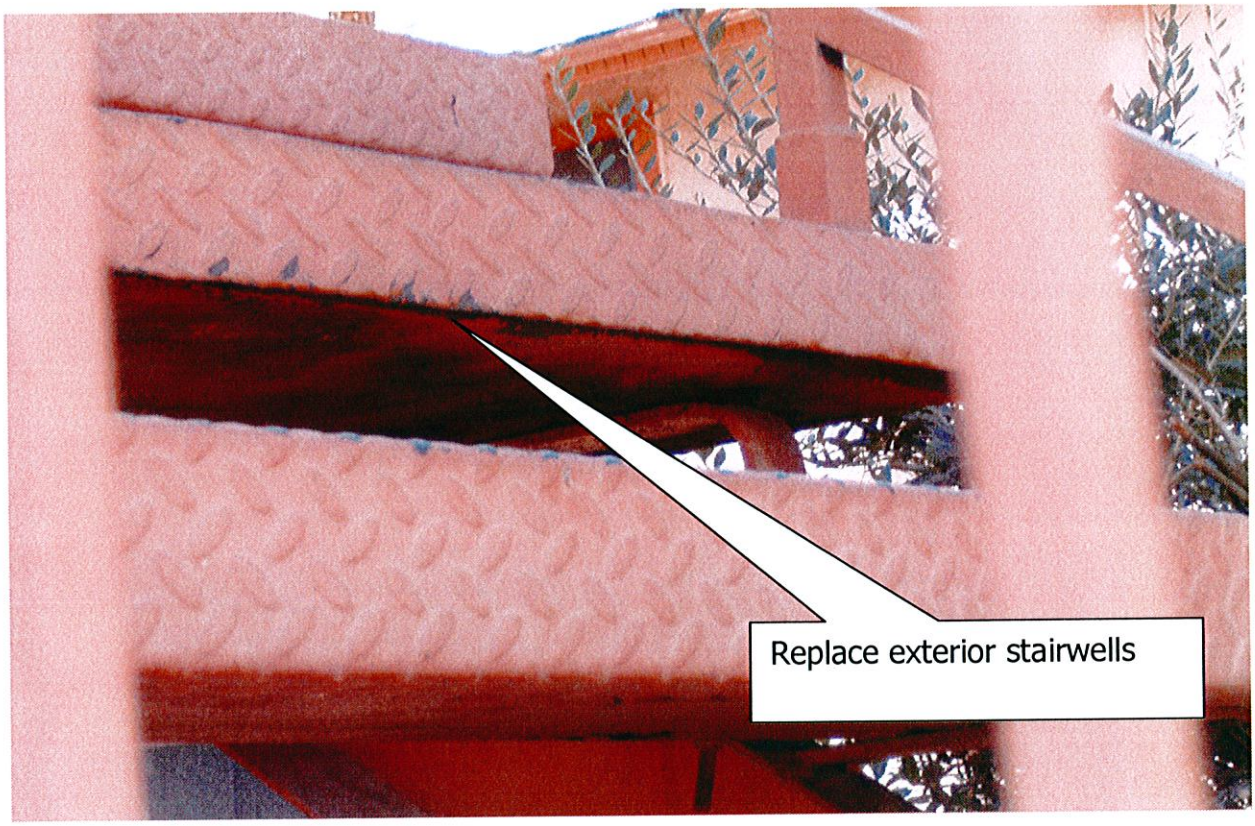
NO TRESPASSING
2008/10/15

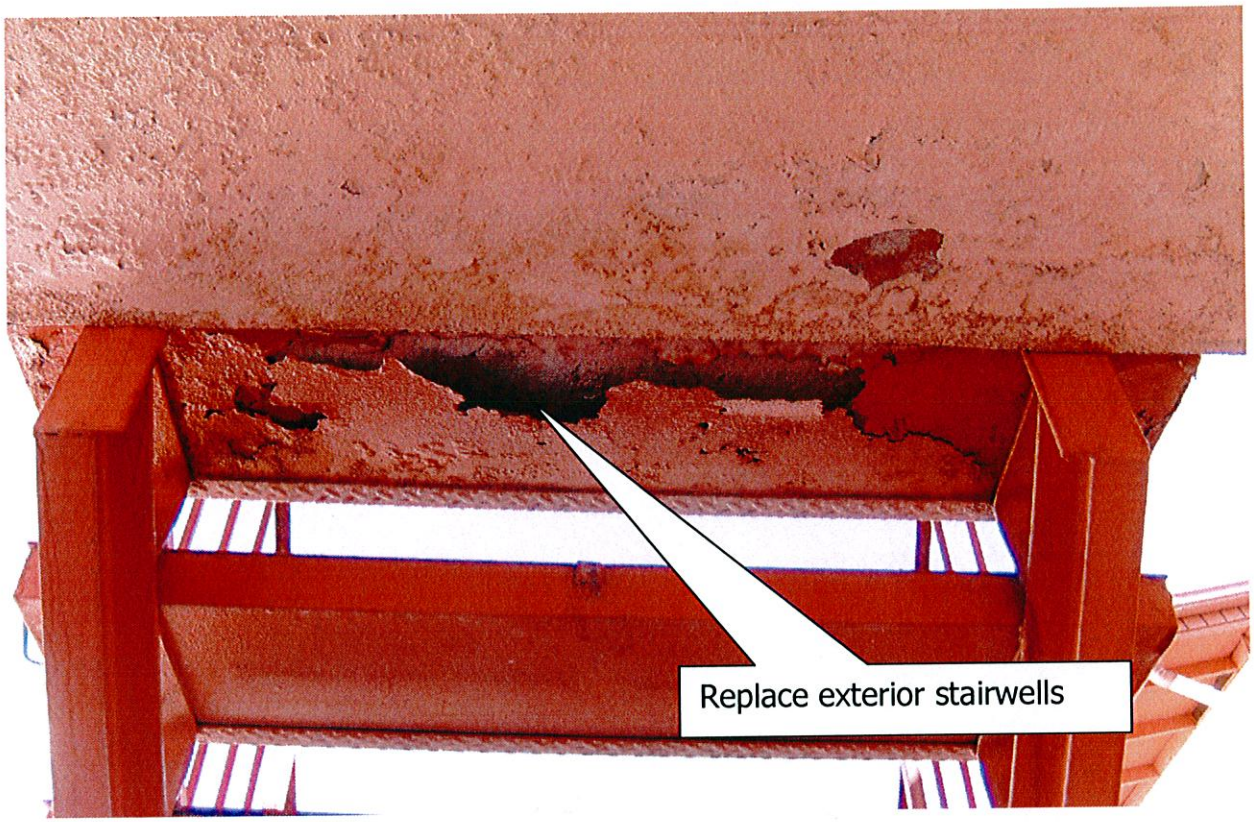

Replace playground equipment, play area surfacing

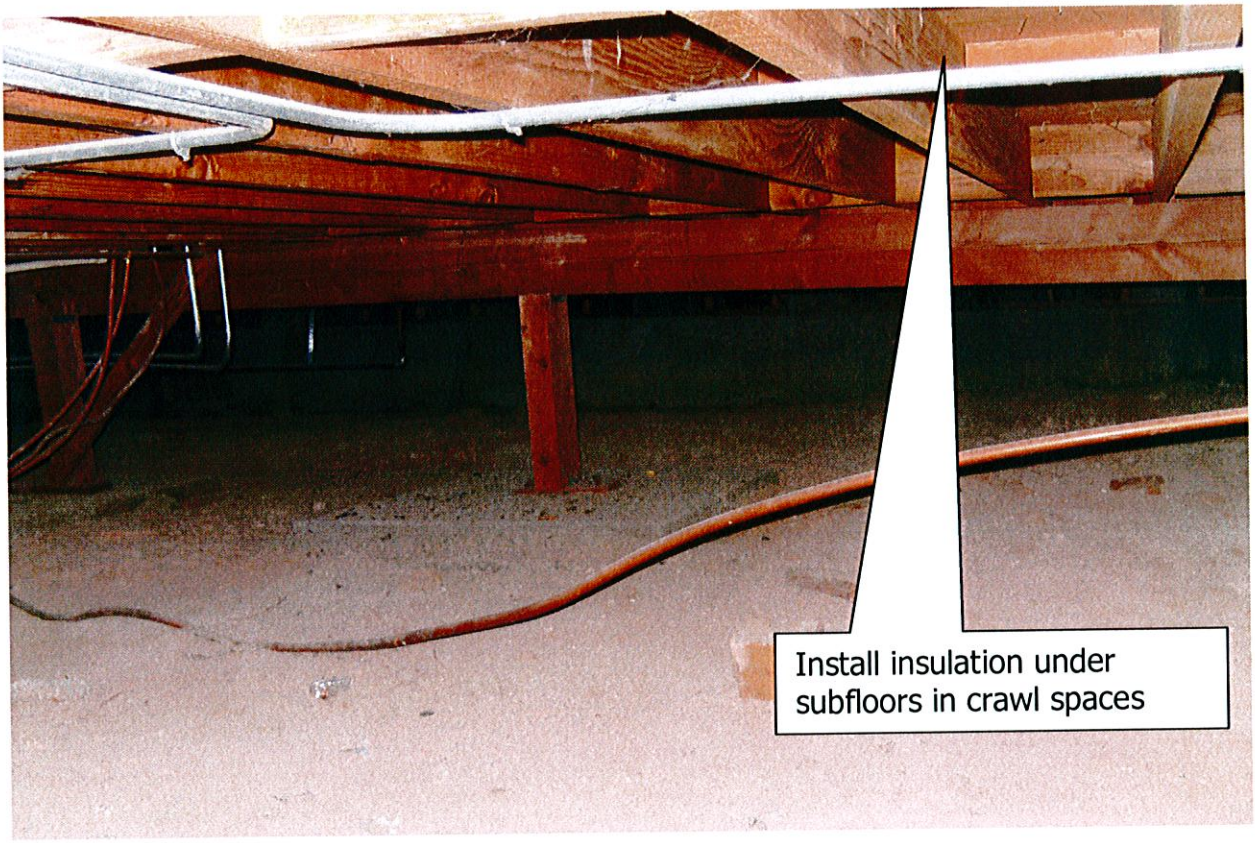

Install playground surfacing

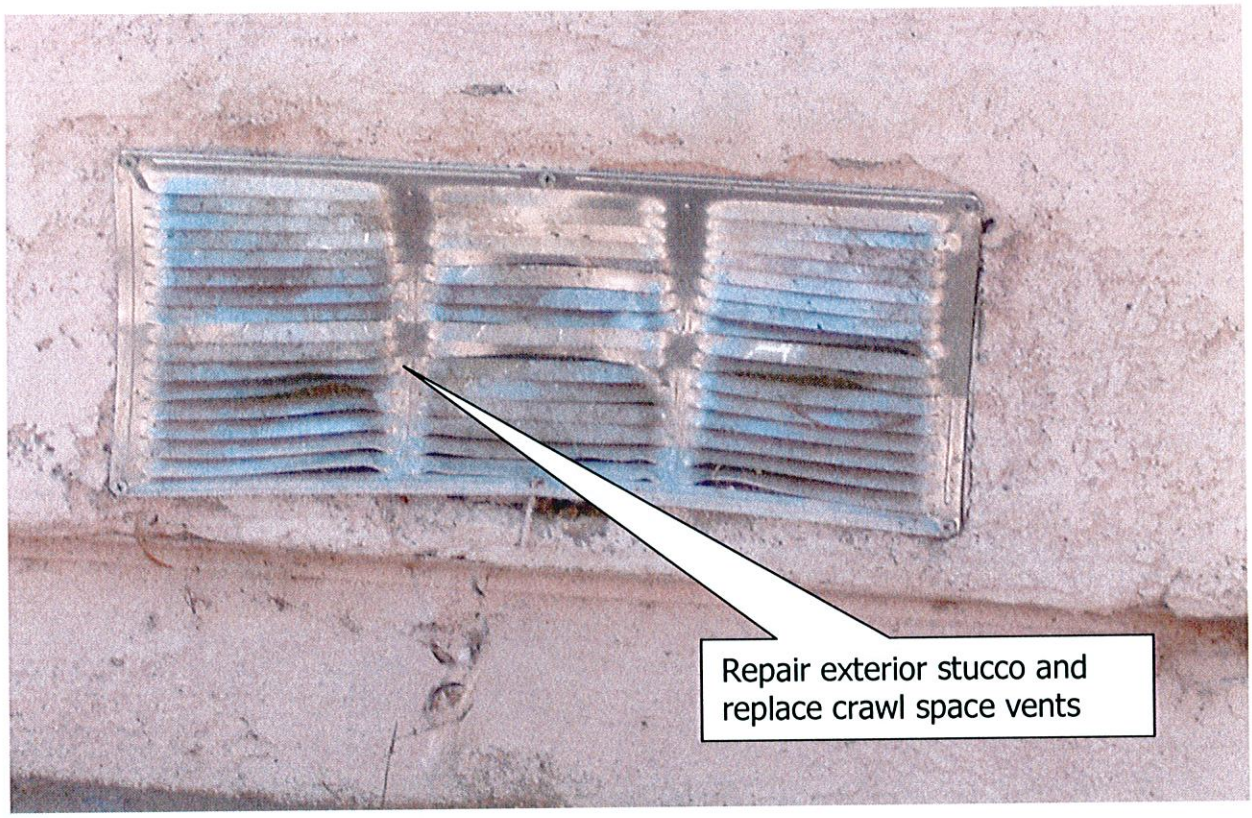
NV007-004 Casa Rosa Apartments – Building Improvements

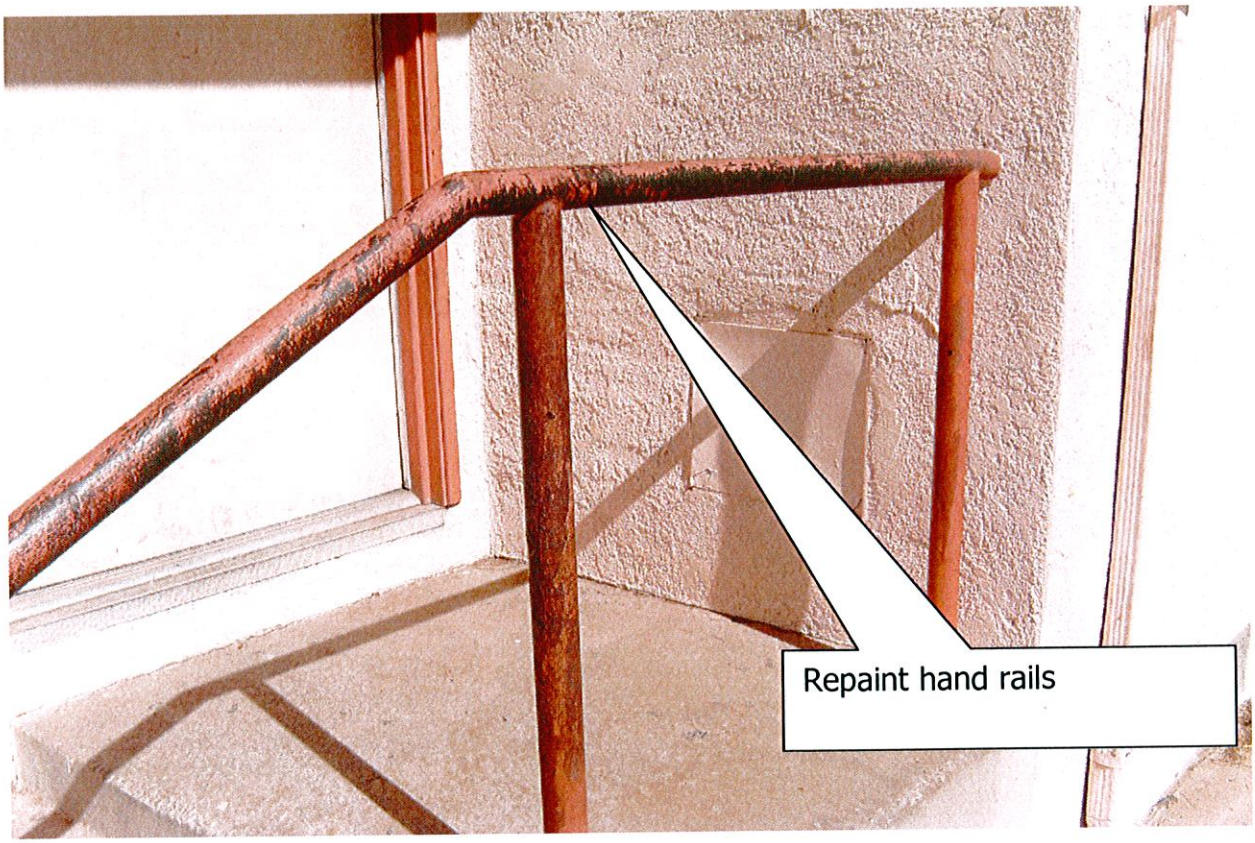


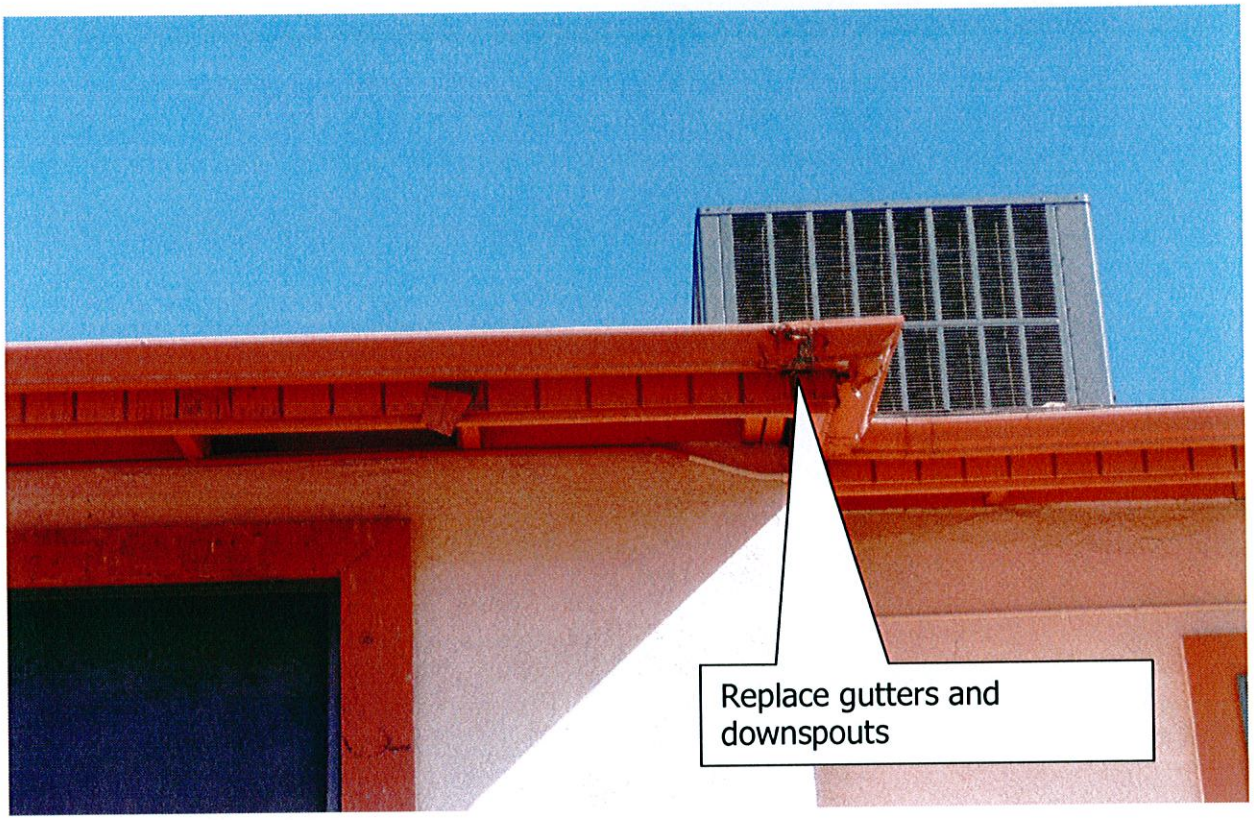



Replace exterior stairwells


Install insulation under
subfloors in crawl spaces


Repair exterior stucco and
replace crawl space vents


Repaint hand rails

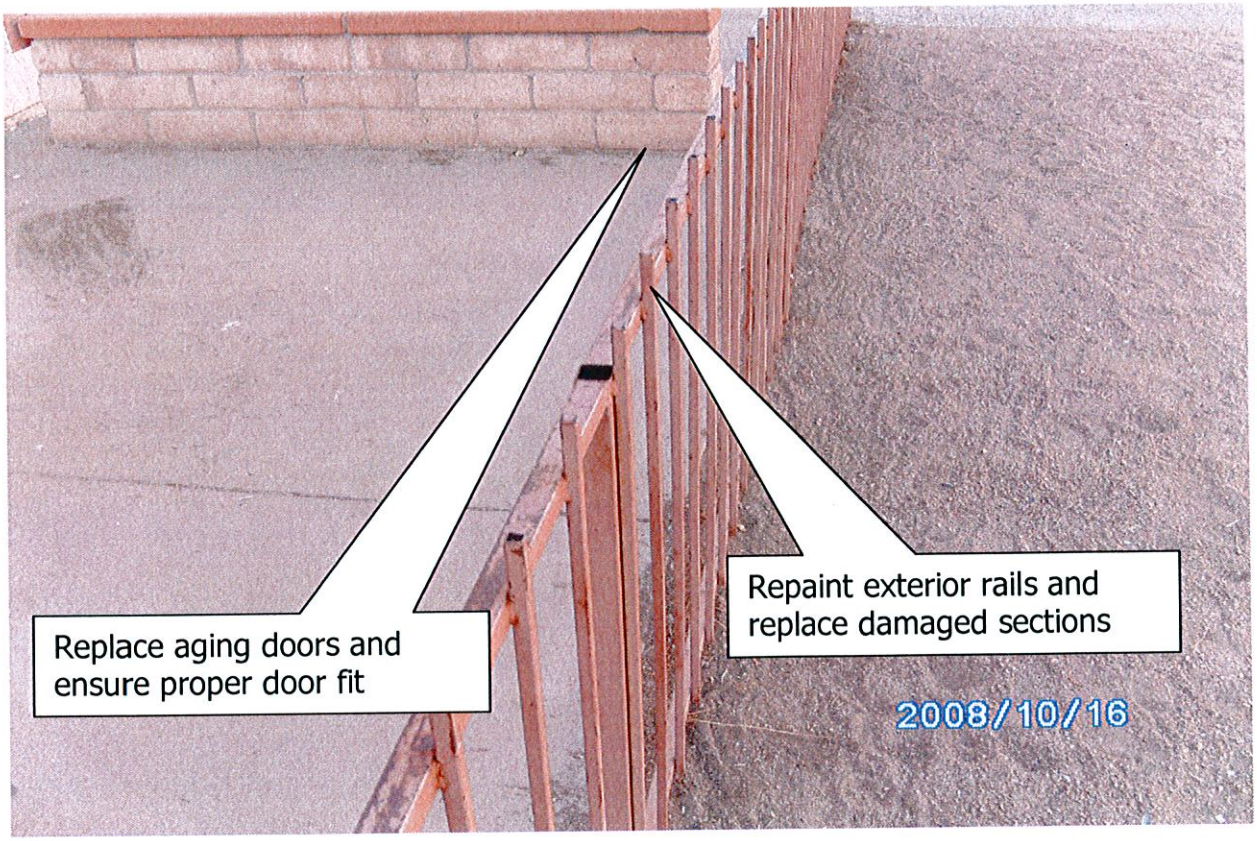

Replace gutters and
downspouts

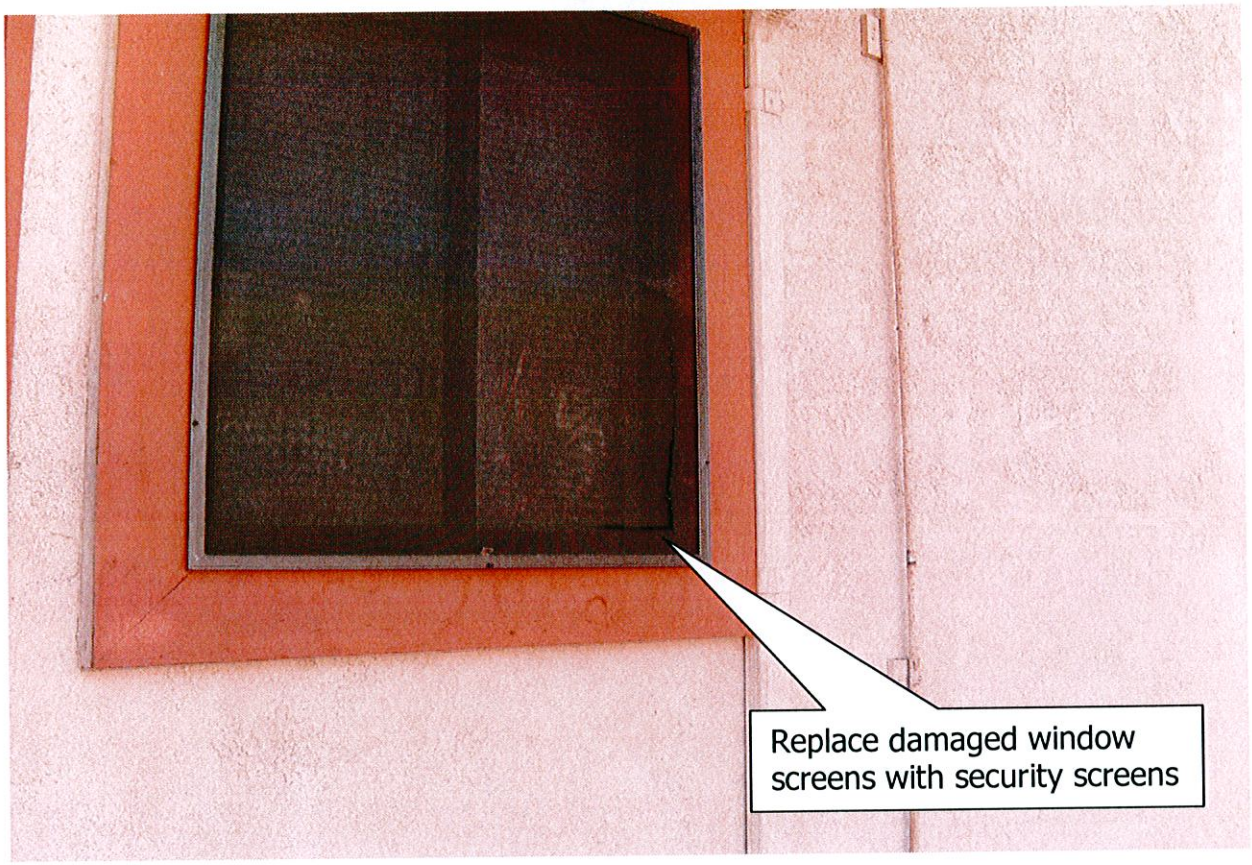
Replace fascia
2008/10/16

Replace fascia
2008/10/16

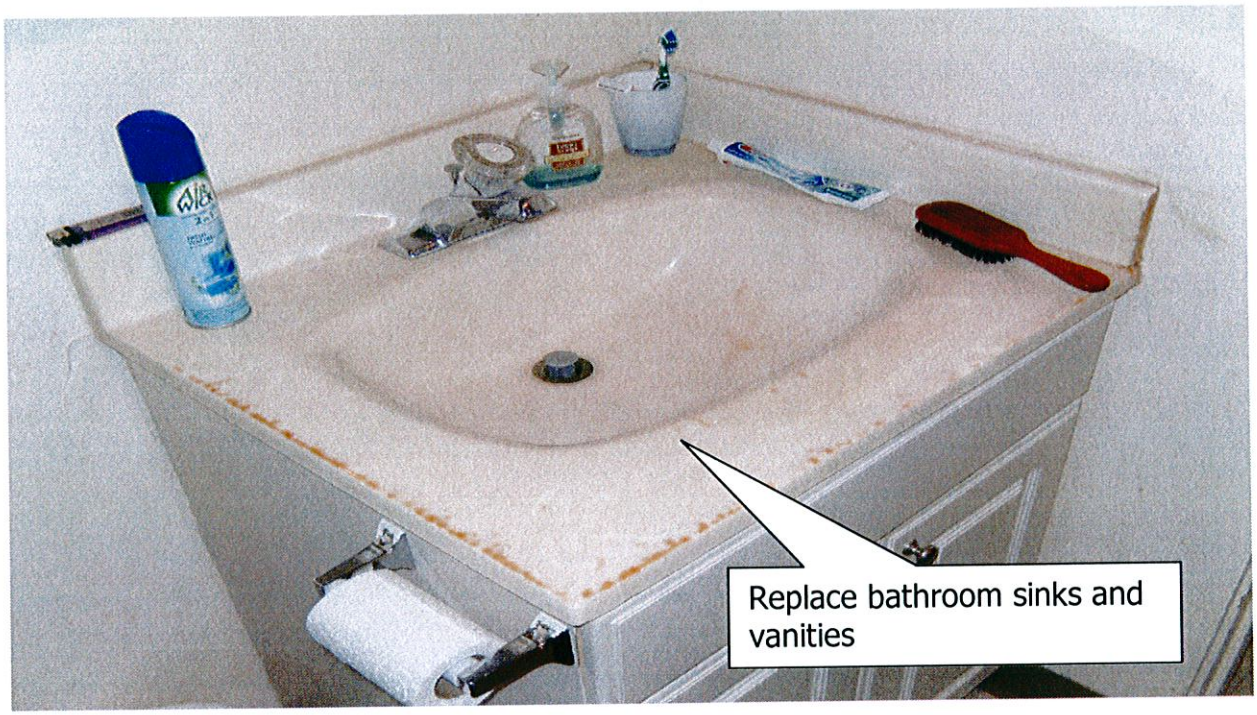
Replace aging roofs and replace condensate lines per code
/16

Repair cracks in exterior
stucco walls
2008/10/16

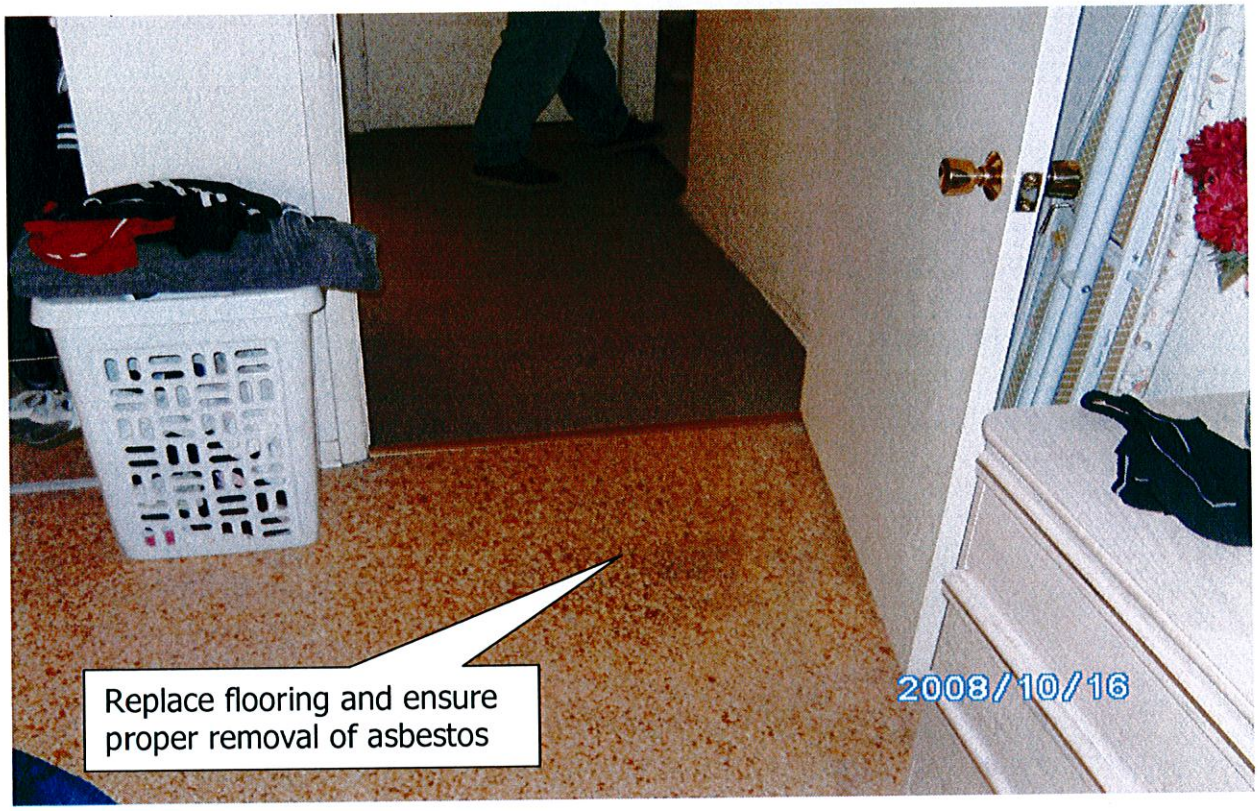

Replace aging doors and
ensure proper door fit
Repaint exterior rails and
replace damaged sections
2008/10/16

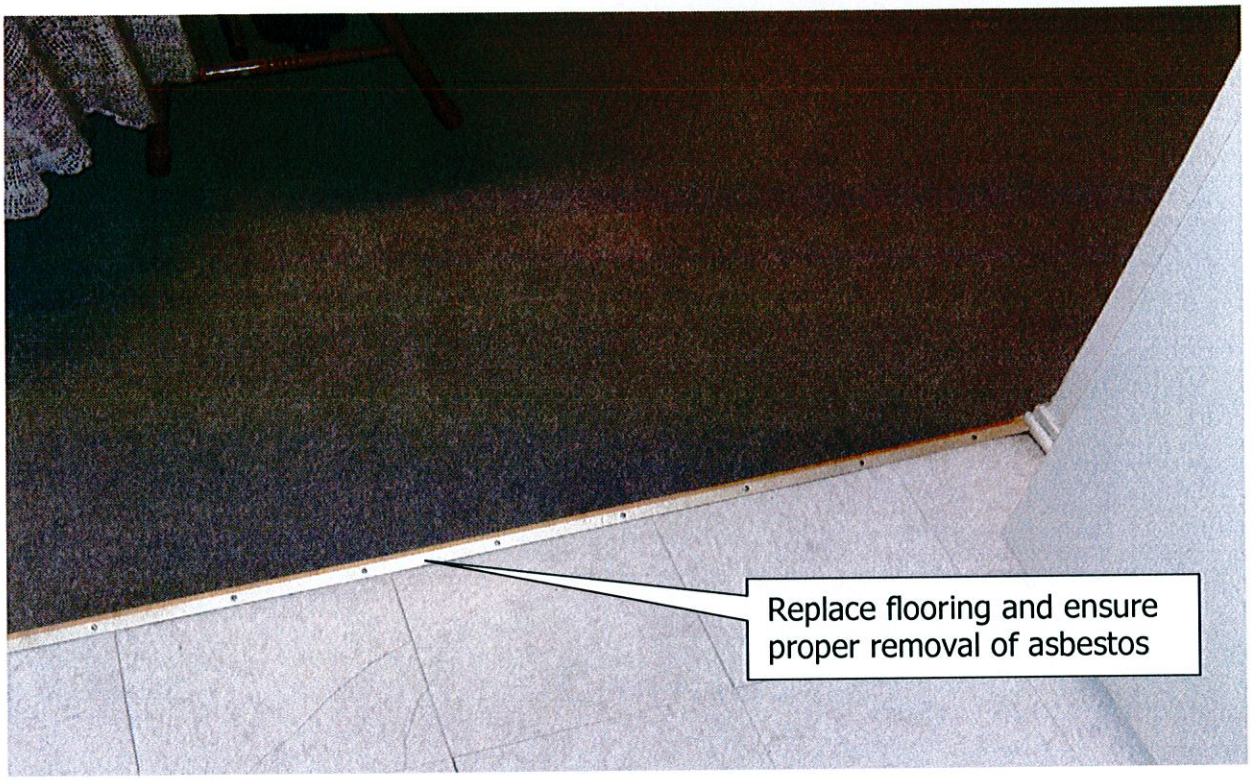


NV007-004 Casa Rosa Apartments – Unit Improvements



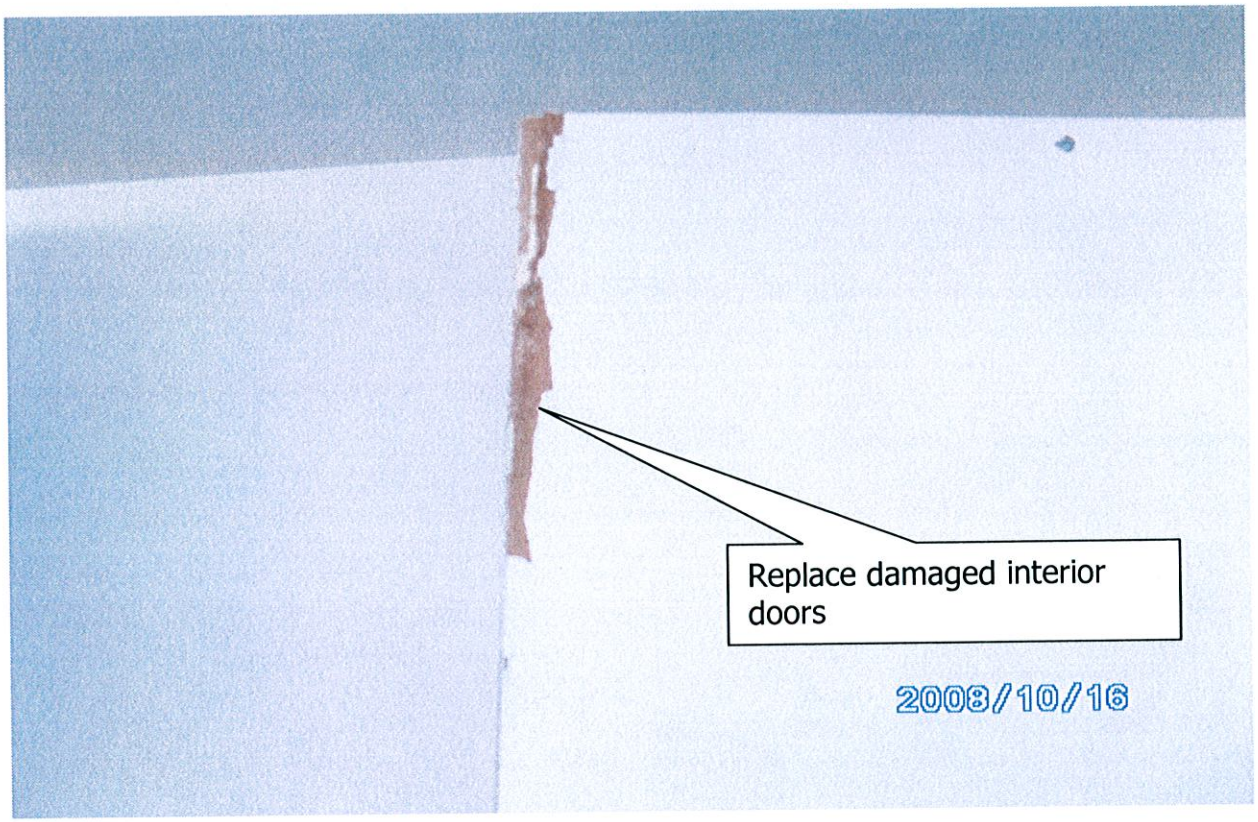
Replace flooring and ensure
proper removal of asbestos
2008/10/16

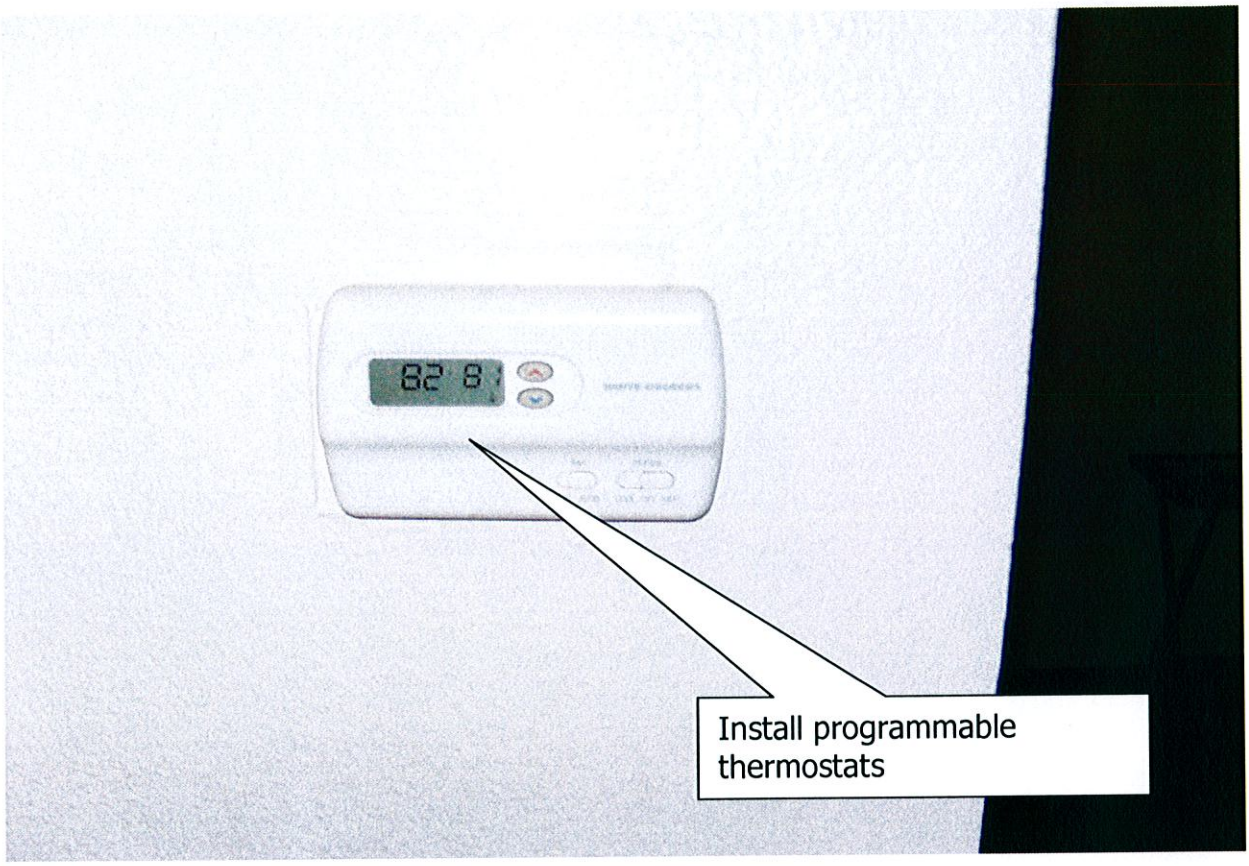

Replace flooring and ensure
proper removal of asbestos
2008/10/16


Replace flooring and ensure proper removal of asbestos

Install stainless steel grease shields

Replace damaged countertops
2008/10/16


Replace damaged interior doors
2008/10/16

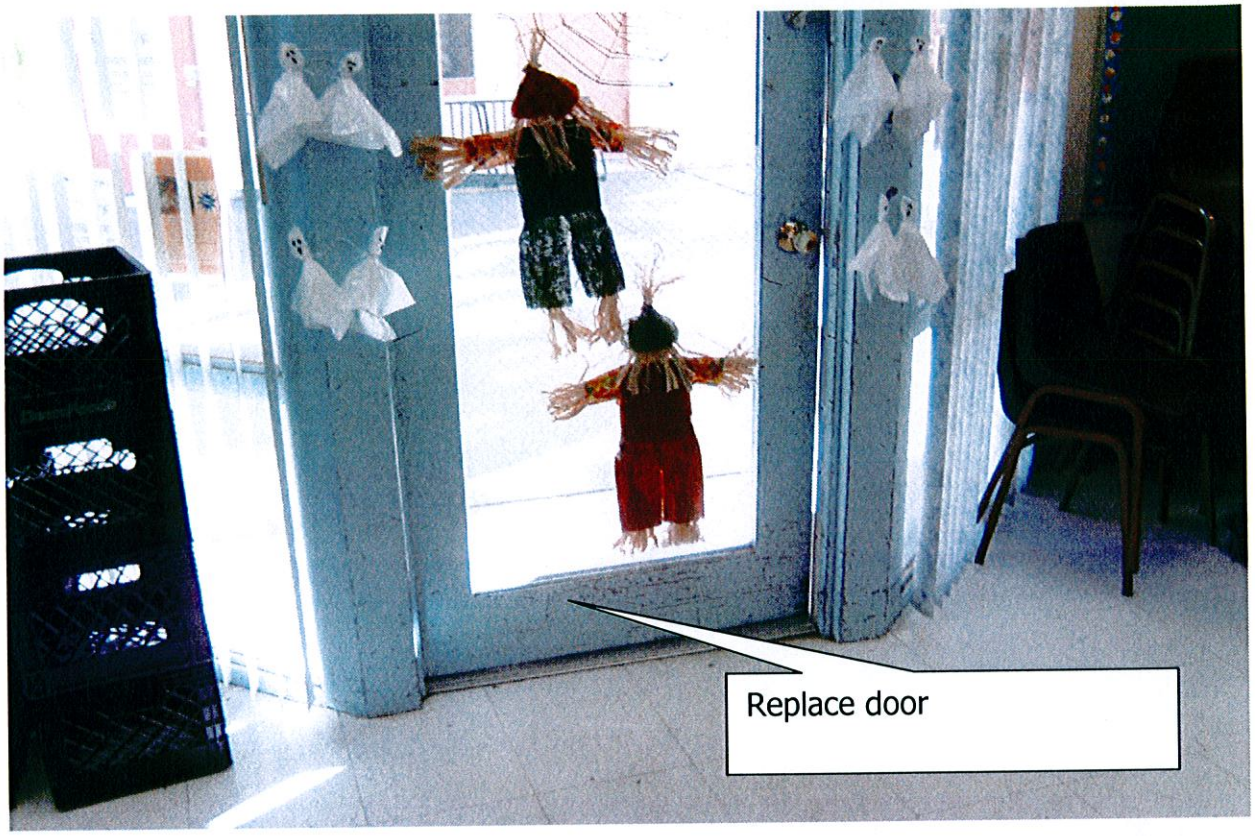


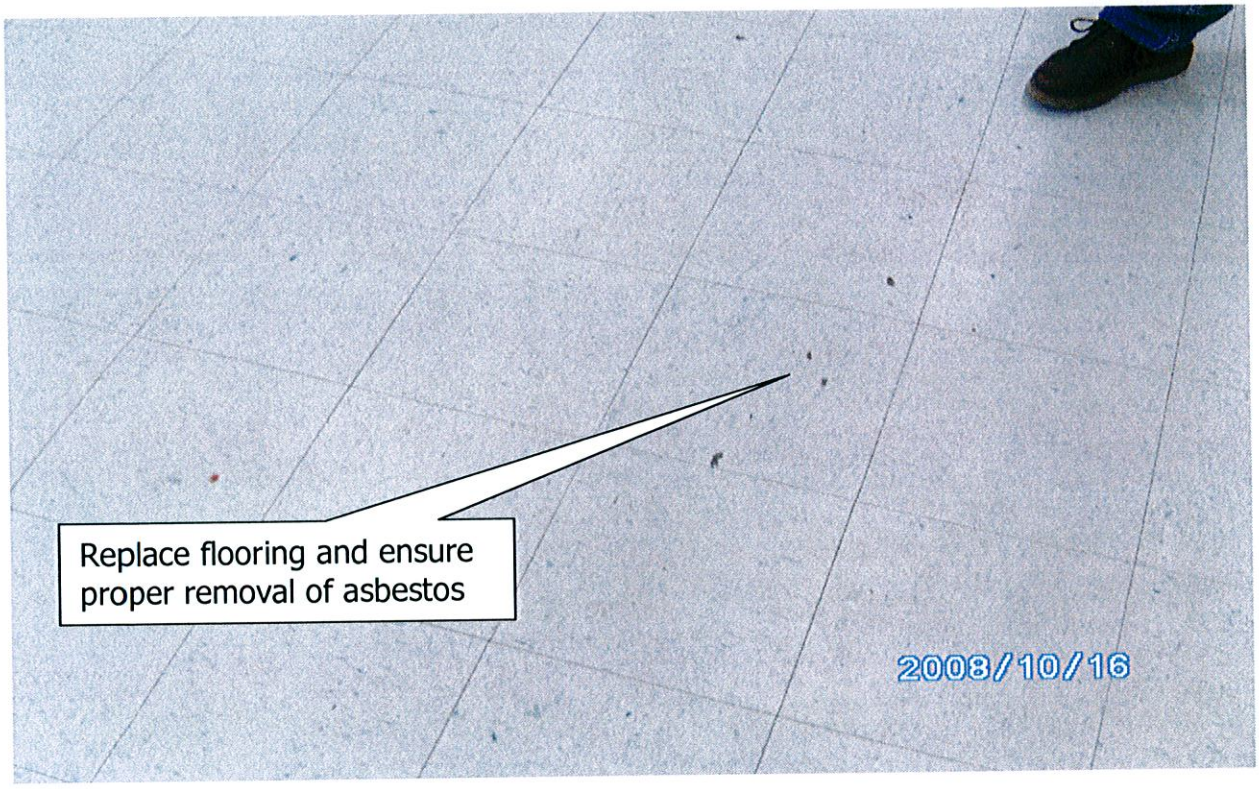
NV007-004 Casa Rosa Apartments – Non-Dwelling Equipment Improvements

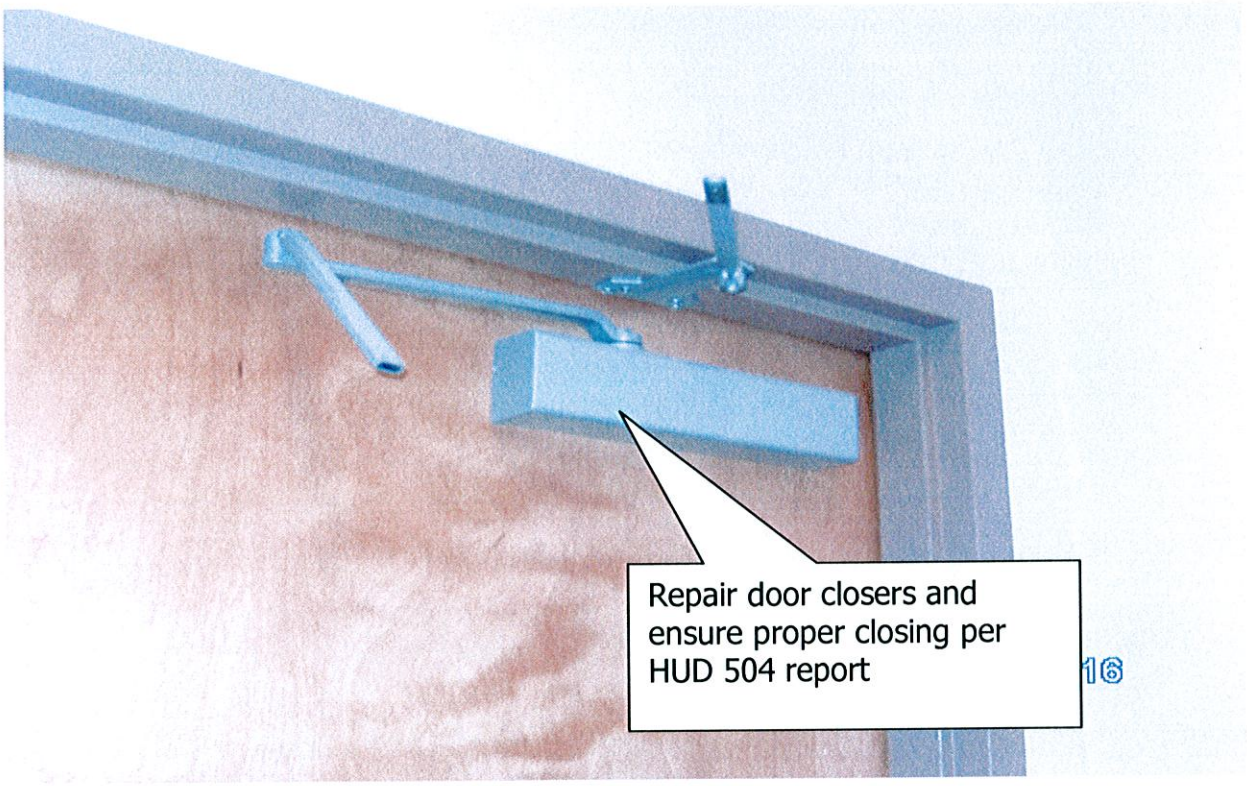
Replace playground equipment

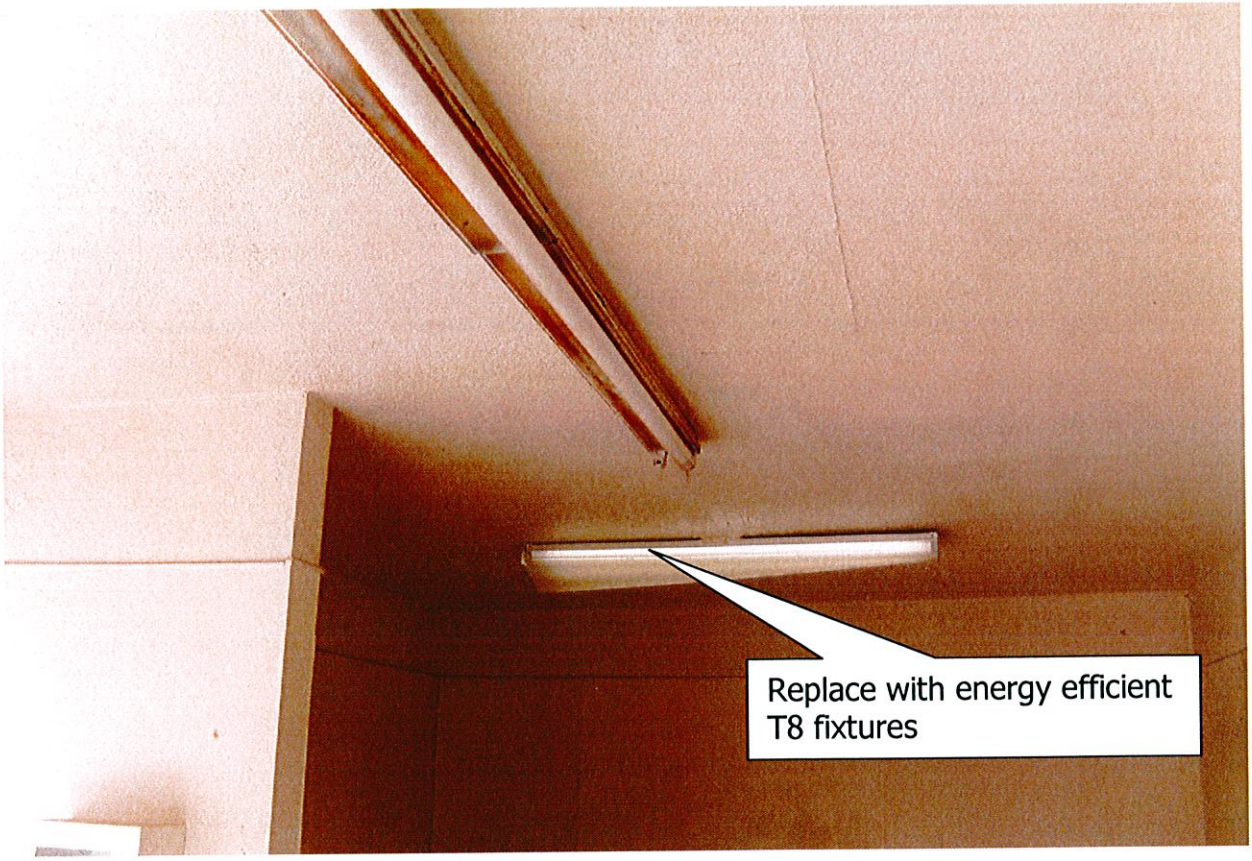
Replace playground equipment, play area surfacing, and install fencing

NV007-004 Casa Rosa Apartments – Non-Dwelling Building Improvements



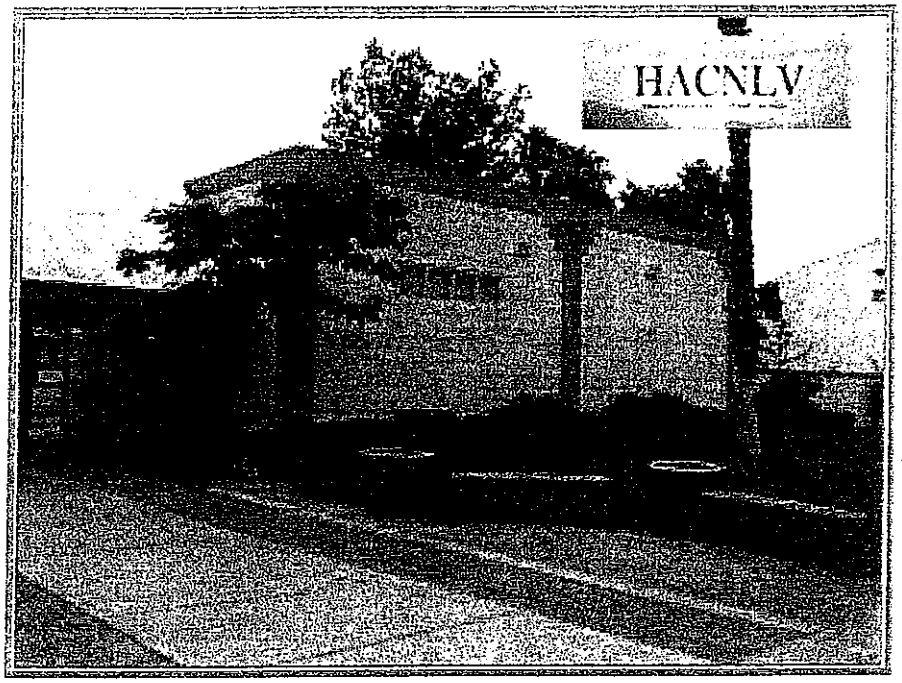



Repair door closers and
ensure proper closing per
HUD 504 report
16


Replace with energy efficient
T8 fixtures

TAB 4

UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY



SECTION 504 OF THE REHABILITATION ACT OF 1973
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COMPLIANCE REVIEW

LIMITED ACCESSIBILITY REPORT
HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
JUNE 11-15, 2007

Housing Authority of the City of North Las Vegas

The Housing Authority of the City of North Las Vegas (NLV) owns two complexes, which are available to participants of its Low-Income Housing Program. Casa Rosa is a general occupancy complex with ninety-eight (98) units in (3) three two-story buildings. Casa Rosa has one-, two-, and three- bedroom units available. The NLV Management Office is located to the south of Casa Rosa and to the north of the designated elderly complex, Rose Garden. The Rose Garden complex consists of 120 units in two three-floor buildings serviced by two elevators. There are one-bedroom and studio size units available to elderly participants age 62 and over.

Casa Rosa has five (5) units accessible to persons with physical disabilities; of the five units, three (3) are accessible to persons with hearing and visual impairments. Rose Garden has six (6) units configured as accessible to those with mobility and sensory impairments. The NLV has not completed any physical accessibility modifications to either complex in the last three years and it does not appear that NLV anticipates undertaking any modification projects to remediate physical barriers in the near future. Staff indicated that as a result of the city of Las Vegas' project to widen Main Street, one of the Casa Rosa buildings and half of the Rose Garden complex could be torn down in the near future.

On June 14, 2007, the Team surveyed the accessible routes from the parking lots with accessible parking spaces closest to the accessible units and from the Management Office and one (two) accessible unit. All other non-housing program elements (accessible parking spaces, mailbox and dumpster areas, youth center, and playground area) were surveyed for physical accessibility as well.

ACCESSIBLE ROUTE

Accessible Route- NLV Management Office Main Entrance/Parking Lot to Casa Rosa - Slope: The accessible route connecting the main entrance and the accessible parking spaces in the parking lot on Yale Street to Casa Rosa's accessible units has a slope that exceeds 5%; the slope is 5.3%. See UFAS § 4.3.7.

Accessible Route – NLV Management Office Main Entrance/Parking Lot to Casa Rosa – Cross Slope: The accessible route connecting the main entrance and the accessible parking spaces in the parking lot to Casa Rosa's accessible units has a cross slope that exceeds 2%; the cross slopes are 3.6% and 3.7%. See UFAS § 4.3.7.

RAMPS

The accessible route connecting Casa Rosa's five (5) accessible units to the Yale Street parking lot, public sidewalk and transportation, youth center, and the NLV Management Office includes a ramp.

Ramp - Slope: The slope of the ramp is greater than 8.33%; the ramp has slopes of 11.9%, 12.2%, 12.3% and 14.4%. See UFAS § 4.8.2 and Appendix A-1.

Ramp - Landings: The ramp does not have level landings at the top and bottom of the run; the landing at the top of the ramp is a curb ramp with a slope 3.5% and the bottom landing is not level. See UFAS § 4.8.4 and Appendix A-1.

Ramp -Handrails: The ramp has a horizontal projection greater than 72" and does not have handrails on both sides; the ramp has a handrail on one side. See UFAS § 4.8.5 and Appendix A-1.

Ramp --Handrail – Gripping Surface Diameter: The diameter of the gripping surface is not between 1¼"-1½"; the handrail has a diameter of 1 ¾". See UFAS §§ 4.8.5; 4.26.2; Figure 39.

Ramp – Handrail – Gripping Surface - Height: The top of the gripping surface is not mounted between 30"-34" above the ramp surface; the top of the gripping surface is mounted 37 ½" above the ramp surface. See UFAS § 4.8.5(5) and Appendix A-1.

There is a ramp serving the Maintenance Office where residents of Casa Rosa and Rose Garden can submit work order requests.

Accessible Route – Change in Level: The accessible route has a change in level that exceeds ½"; at the top of the ramp, there is a 2" curb. See UFAS §§ 4.3.8; 4.5.2; 4.7 and Appendix A-2.

Ramp-Cross Slope: The cross slope of the ramp exceeds 2%; the slopes are 4.8% and 8.6%. See UFAS § 4.8.6 and Appendix A-2.

Ramp-Landings: The ramp does not have level landings at the top and bottom of the run; the landing at the bottom of the ramp has a cross slope of 2.3% and the top of the ramp does not have a landing. See UFAS § 4.8.4 and Appendix A-2.

Ramp -Handrails: The ramp has a horizontal projection greater than 72" and does not have handrails on both sides; the ramp has a handrail on one side. See UFAS § 4.8.5 and Appendix A-2.

Ramp –Handrail – Gripping Surface Diameter: The diameter of the gripping surface is not between 1¼"-1½"; the handrail has a diameter of 1 5/8". See UFAS §§ 4.8.5; 4.26.2; Figure 39.

Ramp – Handrail – Gripping Surface - Height: The top of the gripping surface is not mounted between 30"-34" above the ramp surfaces; the top of the gripping surface is 37 ½" above the ramp surface. See UFAS § 4.8.5(5) and Appendix A-2.

Mailbox– Reach Range – Side Approach: The height of the mailbox for work order requests is more than 54" above the ground surface for a side approach; the mailbox is mounted 58" above the ground surface. See UFAS § 4.2.6; Figure 6(b) and Appendix A-2.

There is a ramp serving accessible units #107 and #108 at Casa Rosa as part of the accessible route.

Ramp - Slope: The slope of the ramp is greater than 8.33%; the ramp has slopes of 9.8%, 10.3%, and 10.5%. See UFAS § 4.8.2 and Appendix A-3.

Ramp - Cross Slope: The cross slope of the ramp is greater than 2%; the cross slopes are 2.4% and 2.5%. See UFAS § 4.8.6 and Appendix A-3.

Ramp – Landing Size: The ramp changes direction at the top of the ramp and the size of the ramp landing is not a minimum of 60" x 60"; the landing is 47 ¼" in length. See UFAS § 4.8.4(3) and Appendix A-3.

Ramp –Handrails – Gripping Surface Diameter: The diameter of the gripping surfaces are not between 1¼"-1½"; in ascending the ramp, the handrail on the right has a diameter of 1 7/8" and the left handrail diameter is 2". See UFAS §§ 4.8.5; 4.26.2; Figure 39.

Ramp – Handrails – Gripping Surface - Height: The top of the gripping surfaces are not mounted between 30"-34" above the ramp surfaces; in ascending the ramp, the top of the gripping surfaces are 34 ½" and 35" for the right and left handrail respectively. See UFAS § 4.8.5(5) and Appendix A-3.

Accessible Route to Accessible Dwelling Unit: The accessible route from the ramp to accessible unit #107 is not a minimum of 36" wide; the accessible route is 33 5/8" in width. See UFAS §4.3.3; Fig. 7 and Appendix A-3.

There is a ramp serving accessible unit #109 at Casa Rosa as part of the accessible route. The ramp has two segments and changes direction. When ascending the ramp, Segment #1 shall be the first segment changing direction at Landing #1 and connecting to Segment #2 and ending at Landing #2.

Ramp - Slope: The slope of the ramp is greater than 8.33%; Segment #2 has a slope of 8.5%. See UFAS § 4.8.2 and Appendix A-4.

Ramp- Landing #1 Size: The ramp changes direction at the landing and is not a minimum of 60" by 60"; Landing #1 is 38 ½" by 44". See UFAS § 4.8.4 (3) and Appendix A-4.

Ramp – Landing #2 Size: The landing is not at least a minimum of 60" in length; Landing #2 is 54" in length. See UFAS § 4.8.4 (2) and Appendix A-4.

Ramp –Handrails – Gripping Surface Diameter: The diameter of the gripping surface is not between 1¼"-1½"; both handrails in Segment #1 have a diameter of 2" and both handrails in Segment #2 have a diameter of 1 7/8". See UFAS §§ 4.8.5; 4.26.2; Figure 39.

Ramp – Handrail – Gripping Surface - Height: The top of the gripping surfaces are not mounted between 30"-34" above the ramp surfaces; in Segment #1, the top of the gripping surfaces are 34 ½" above the ramp surface and in ascending Segment #2, the top of the gripping surfaces are 34 ¾" and 35" on the left and right handrails respectively. See UFAS § 4.8.5(5) and Appendix A-4.

CASA ROSA UNIT #109 (2 Bedroom Accessible Unit)

Front Door-Maneuvering Clearance at Door – Pull Side: For a front approach on the pull side, there is not a minimum of 18" of maneuvering clearance on the latch side; there is 12 ½" of maneuvering clearance on the latch side. See UFAS § 4.13.6. Figure 25 (a) and Appendix A-4.

Door Hardware –Front Door: The front door has hardware requiring tight grasping, tight pinching or twisting of the wrist to operate; the hardware is a round knob. See UFAS § 4.13.9 and Appendix A-4.

Bedroom Door - Width: The bedroom located closest to the bathroom has a doorway width that is less than 32" with the door open 90 degrees, measured between the face of the door and the stop; the doorway width is 29 ½". See UFAS § 4.13.5; Figure 24 (b) and Appendix A-5.

Door Hardware – Bedroom Doors: Both bedroom doors have hardware requiring tight grasping, tight pinching or twisting of the wrist to operate; the door hardware is a round knob. See UFAS § 4.13.9.

Thermostat Controls-Forward/Side Reach: The highest operable part of the thermostat controls exceeds 48" above the finished floor for a forward reach and 54" above the finished floor for a side reach; the controls are 56" above the floor. See UFAS §§ 4.2.5; 4.2.6; Figures 5(a) and 6(b).

Bathroom

Water Closet – Centerline: The centerline of the water closet is not mounted exactly 18" from the closest side wall; the centerline of the water closet is mounted 15" from the closest side wall. See UFAS § 4.34.5.2(1); Figure 47(a) and Appendix A-5.

Note: The Team found the back and side wall space to be insufficient in mounting 36" and 42" grab bars respectively at the water closet; therefore, the length and/or mounting of the grab bars would not be in compliance with UFAS.

Water Closet - Back Grab Bar - Length: The back grab bar is not a minimum 36" in length; the grab bar is 25". The lavatory is mounted on the wall adjacent to the water closet and reduces the amount of wall space to mount a longer grab bar. See UFAS § 4.34.5.2(3); 4.26; Figure 29(a) and Appendix A-5.

Water Closet - Side Grab Bar- Mounting: The side grab bar is not mounted exactly 12" from the back wall; the grab bar is mounted 4" from the back wall. See UFAS § 4.34.5.2(3); Figure 29(b) and Appendix A-5.

Lavatory – Knee Clearance: The lavatory does not provide a minimum of 8" for knee clearance; the lavatory has 6 ½" of knee clearance from the front rim of the lavatory to the bottom of the bowl. See UFAS §4.34.5.3; 4.22.6; 4.19.2; Figure 31.

Hot Water/Drain Pipes – Insulation: The hot water and drain pipes under the lavatory are not insulated or otherwise covered. See UFAS § 4.19.4 and Appendix A-5.

Mirror: The bottom edge of the reflecting surface of the mirror is mounted greater than 40" above the finished floor; the bottom edge of the reflecting surface is mounted 42 ¼" above the finished floor. See UFAS § 4.19.6; Figure 31 and Appendix A-5.

Bathtub Seat: An in-tub seat or a seat securely mounted at the head end of the tub is not provided. See UFAS §§ 4.34.5.4(2); 4.26.3; Figure 33; Figure 34 and Appendix A-6.

Bathtub Grab Bars: Grab bars are not mounted on the back wall and at the foot and head of the tub as required; the bathtub has no grab bars. See UFAS §§ 4.34.5.4(3); 4.26, Figures 34 and 48 and Appendix A-6.

Kitchen

Sink – Hot Water/Drain Pipes - Insulation: Hot water and drain pipes under the sink are not insulated or covered; the hot water and drain pipes are not fully insulated or wrapped. See UFAS § 4.34.6.5 (8) and Appendix A-6.

Range/Cook top - Controls: The range/cook top controls require tight grasping, pinching and twisting of the wrist to operate. See UFAS §§ 4.34.6.6; 4.34.6.3; 4.27.4 and Appendix A-6.

Oven: The oven is not self-cleaning and is not located adjacent to an adjustable height counter with knee space below as required. See UFAS § 4.34.6.7; Figure 52 (a) and Appendix A-6.

Oven - Controls: The oven controls require tight grasping, pinching or twisting of the wrist to operate. See UFAS §§ 4.34.6.7; 4.34.6.3; 4.27.4 and Appendix A-6.

Refrigerator Controls: The refrigerator control is a dial and cannot be operated without tight grasping, pinching or twisting of the wrist; the controls are knobs. See UFAS §§ 4.34.6.3; 4.27.4.

Refrigerator – Freezer Space: At least 50% of the refrigerator's freezer space is not below 54" above the floor; 50% of the refrigerator's freezer space is 57 ½" above the floor. See UFAS § 4.34.6.8 (2)(a).

Range Hood Fan Controls-Forward/Side Reach: The highest operable part of the hood fan controls exceeds 48" above the finished floor for a forward reach and 54" above the finished floor for a side reach; the controls are 59 ¼" above the floor. See UFAS §§ 4.2.5; 4.2.6; Figures 5(a) and 6(b) and Appendix A-6.

Ceiling Fan Switch-Behind Kitchen Counter-Reach: The ceiling fan switch is on the back wall of the kitchen counter and the kitchen counter protrudes more than 24" into the clear floor space for a side reach and more than 25" for a forward reach; the kitchen counter protrudes 25 ¾"" into the clear floor space. See UFAS §§ 4.34.6.3; 4.27.3; 4.2.5; 4.2.6; Figures 5(b) and 6(c).

Kitchen Storage-Over the Counter – Height: The height of at least one shelf of all cabinets above the work counters is not mounted at a maximum height of 48" above the finished floor; the shelf height is 48 ¾" above the finished floor. See UFAS § 4.34.6.10(1); Figure 50.

Kitchen Storage – Below the Counter- Height: The height of all shelves of cabinets below the work counter is not mounted at a minimum of 9" for a side reach or 15" for a forward reach; the shelf of a cabinet below the work counter is mounted at 5 3/8". See UFAS §§ 4.34.6.10; 4.25.3; 4.2.5; 4.2.6; Figures 5(a) and 6(b).

ROSE GARDEN UNIT #121 (1 Bedroom Accessible Unit)

Bathroom

Note: The Team found the back and side wall space to be insufficient in mounting 36" and 42" grab bars respectively at the water closet; therefore, the length and/or mounting of the grab bars would not be in compliance with UFAS.

Water Closet - Back Grab Bar - Length: The back grab bar is not a minimum 36" in length; the grab bar is 24 ¾". See UFAS § 4.34.5.2(3); 4.26; Figure 29(a) and Appendix A-7.

Water Closet - Side Grab Bar- Mounting: The side grab bar is not mounted exactly 12" from the back wall; the grab bar is mounted 5 5/8" from the back wall. See UFAS § 4.34.5.2(3); Figure 29(b) and Appendix A-7.

Lavatory - Clearances: The lavatory does not provide a clearance of at least 29" from the floor to the bottom of the apron; a minimum knee clearance of at 27" measured from the floor to the bottom of the bowl and a minimum of 8" for knee clearance depth; the lavatory provides a clearance of 28 5/8" from the floor to the bottom of the apron; a knee clearance of 26 ½" from the floor to the bottom of the bowl and has 5 3/8" of knee clearance depth. See UFAS §4.34.5.3; 4.22.6; 4.19.2; Figure 31 and Appendix A-7.

Hot Water/Drain Pipes – Insulation: The hot water and drain pipes under the lavatory are not insulated or otherwise covered; the insulation is not tightly adhering to the pipes and appears to have become loose over time. See UFAS § 4.19.4 and Appendix A-7.

Tub Shower Spray Unit: The shower spray unit does not have a hose at least 60" in length; the hose is 59 ½" in length. See UFAS § 4.34.5.4(5).

Bathtub Seat: An in-tub seat or a seat securely mounted at the head end of the tub is not provided. See UFAS §§ 4.34.5.4(2); 4.26.3; Figures 33 and 34 and Appendix A-8.

Bathtub Grab Bar – Foot of Tub -Length: The grab bar at the foot of the tub is not at least 24" long; the length of the grab bar is 19" See UFAS §4.34.5.4(3); Figure 34(a) and Appendix A-8.

Bathtub Grab Bar- Foot of Tub – Height: The grab bar at the foot of the tub is not mounted 33" to 36" above the bathroom floor; the grab bar is mounted in a slanted direction and is 36 ½" or more above floor. See UFAS §4.34.5.4(3); Figure 34(a) and Appendix A-8.

Bathtub – Back Grab Bar: There are not two grab bars at a minimum 24" in length on the back wall; there is one 37" grab bar. The back grab bar is not mounted 9" above the rim of the tub; the grab bar is mounted in a slanted direction; the bathtub has a slanted design in its rim and the back grab bar is mounted 19" or more above the rim of the tub. The back grab bar is not mounted no more than 12" from the foot of the tub; the back grab bar is mounted 19 ¼" from the foot of the tub. The height of the grab bar is not mounted 33" – 36" above the bathroom floor; the grab bar is mounted 31" to 40" above the bathroom floor. See UFAS § 4.34.5.4(3); Figure 34 (a) and Appendix A-8.

Bathtub – Grab Bar – Head of Tub – Height: The grab bar at the head of the tub is not mounted between 33" to 36" from the bathroom floor; the grab bar is mounted in a slanted direction and is 35 ½" or greater from the floor. See UFAS § 4.34.5.4(3); Figure 34 (a) and Appendix A-8.

Kitchen

Sink – Depth: The depth of each sink bowl is greater than 6 ½"; the depth is 7 ¾". See UFAS § 4.34.6.5 (3) and Appendix A-9.

Range/Cook top - Controls: The controls require tight grasping, pinching and twisting of the wrist to operate. See UFAS §§ 4.34.6.6; 4.34.6.3; 4.27.4 and Appendix A-9.

Oven: The oven is not self-cleaning and is not located adjacent to an adjustable height counter with knee space below as required. See UFAS § 4.34.6.7; Figure 52 (a) and Appendix A-9.

Oven - Controls: The oven controls require tight grasping, pinching or twisting of the wrist to operate. See UFAS §§ 4.34.6.7; 4.34.6.3; 4.27.4 and Appendix A-9.

Refrigerator Freezer Controls: The refrigerator freezer control is a dial and cannot be operated without tight grasping, pinching or twisting of the wrist; the controls are knobs. See UFAS §§ 4.34.6.3; 4.27.4.

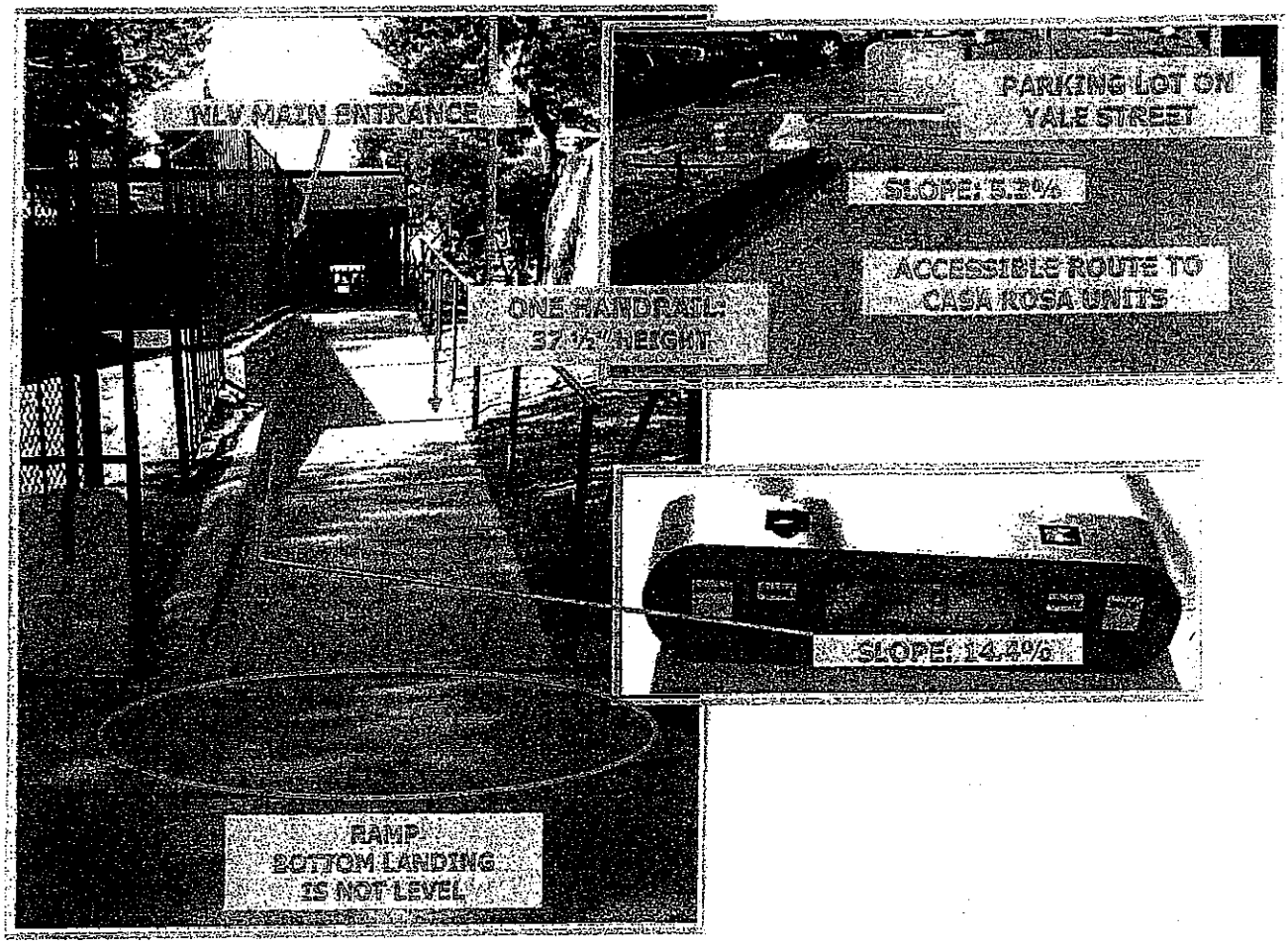
Refrigerator – Freezer Space: At least 50% of the refrigerator's freezer space is not below 54" above the floor; 50% of the refrigerator's freezer space is 56" above the floor. See UFAS § 4.34.6.8 (2)(a).

Hood Fan Switch-Behind Kitchen Counter-Reach: The hood fan switch is on the back wall of the kitchen and the kitchen counter protrudes more than 24" into the clear floor space for a side reach and more than 25" for a forward reach; the kitchen counter protrudes 25 ½" into the clear floor space. See UFAS §§ 4.34.6.3; 4.27.3; 4.2.5; 4.2.6; Figures 5(b) and 6(c) and Appendix A-9.

Kitchen Storage-Over the Counter – Height: The height of at least one shelf of all cabinets above the work counters is not mounted at a maximum height of 48" above the finished floor; the shelf height is 54 5/8" above the finished floor. See UFAS § 4.34.6.10(1); Figure 50.

Kitchen Storage – Below the Counter- Height: The height of all shelves of cabinets below the work counter is not mounted at a minimum of 9" for a side reach or 15" for a forward reach; the shelf of a cabinet below the work counter is mounted at 5". See UFAS §§ 4.34.6.10; 4.25.3; 4.2.5; 4.2.6; Figures 5(a) and 6(b).

ACCESSIBLE ROUTES AND RAMPS



Accessible Route:

•The slope (5.3%) exceeds the maximum allowed of 5%. (UFAS § 4.3.7)

Ramp:

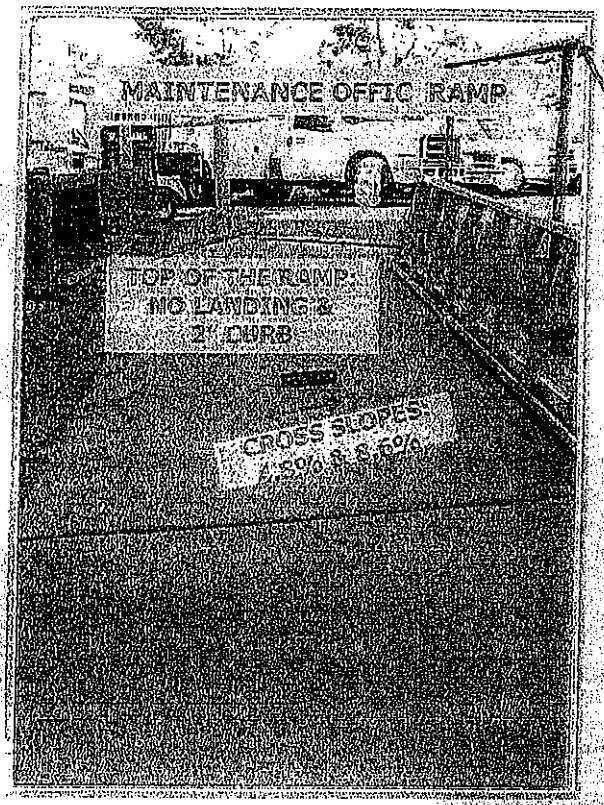
•The slopes (11.9%, 12.2%, 12.3% and 14.4%) of the ramp exceed the maximum allowed of 8.33%. (UFAS § 4.8.2)

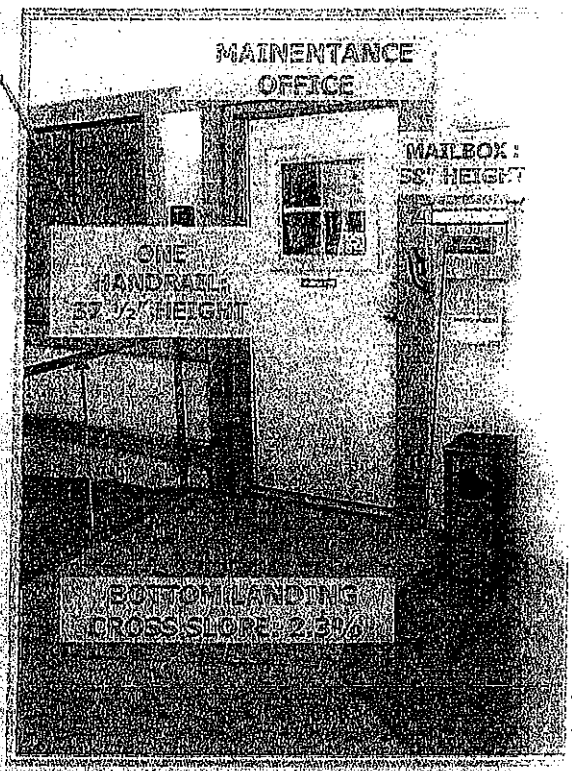
•The bottom landing of the ramp is not level as required. (UFAS § 4.8.4)

•The ramp does not have a handrail on both sides as required. (UFAS § 4.8.5)

•The top of the gripping surface is mounted 37 ½" above the ramp surface and not between the ranges of 30"-34". (UFAS § 4.8.5(5))

ACCESSIBLE ROUTES AND RAMPS





Maintenance Office Ramp:

- **The accessible route has a change in level of 2" at the top of the ramp, exceeding the maximum allowed (½"). (UFAS §§ 4.3.8; 4.5.2; 4.7)**

- **The cross slopes (4.8% and 8.6%) of the ramp exceed the threshold of 2%. (UFAS § 4.8.6)**

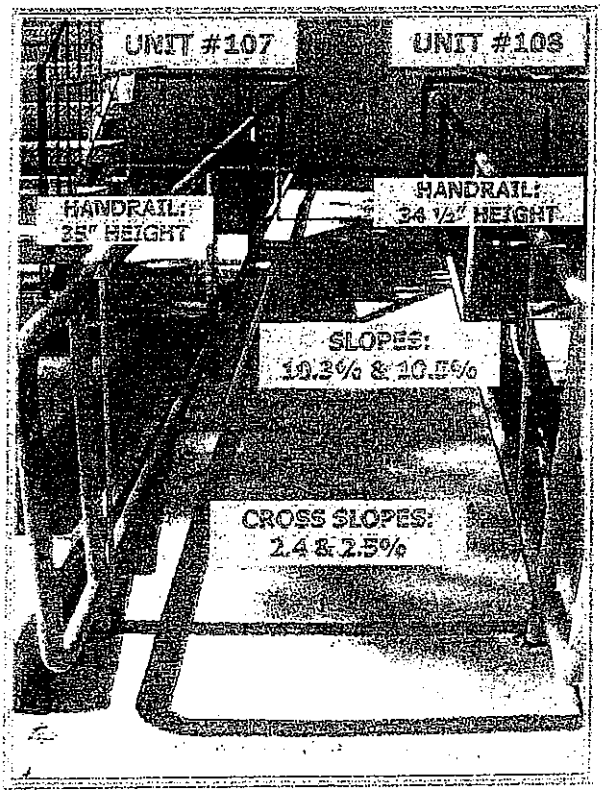
- **The landings at the top and bottom of the run are not level; the landing at the bottom has a cross slope of 2.3% and the top of the ramp does not have a landing. (UFAS § 4.8.4)**

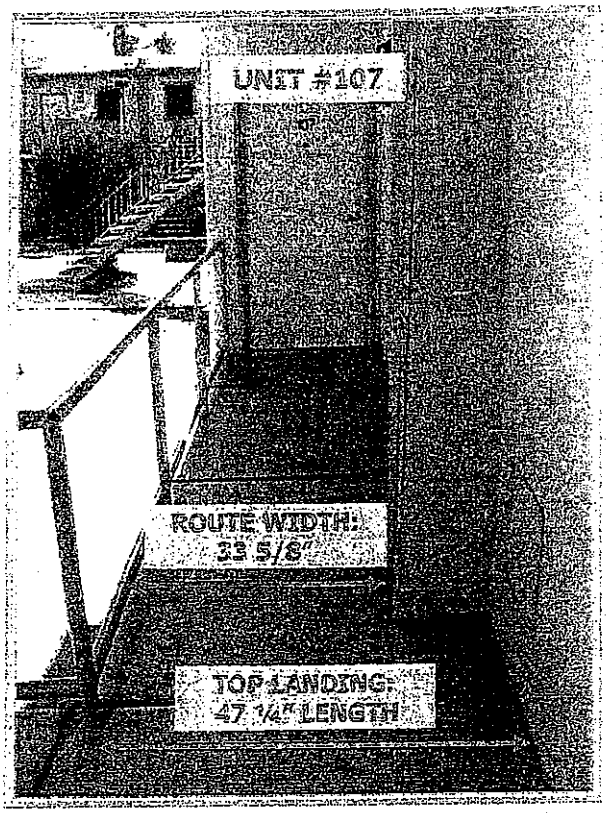
- **The ramp does not have handrails on both sides as required. (UFAS § 4.8.5)**

- **The height (37 ½") of the handrail gripping surface to the ramp surface is not between 30"-34" as required. (UFAS § 4.8.5(5))**

- **The height (58") of the mailbox for work order requests is more than 54" above the ground surface for a side approach. (UFAS § 4.2.6; Fig. 6(b))**

ACCESSIBLE ROUTES AND RAMPS





Ramp To Unit #107 & #108:

• The slopes (9.8%, 10.3% and 10.5%) of the ramp are greater than the maximum allowed (8.33%). (UFAS § 4.8.2)

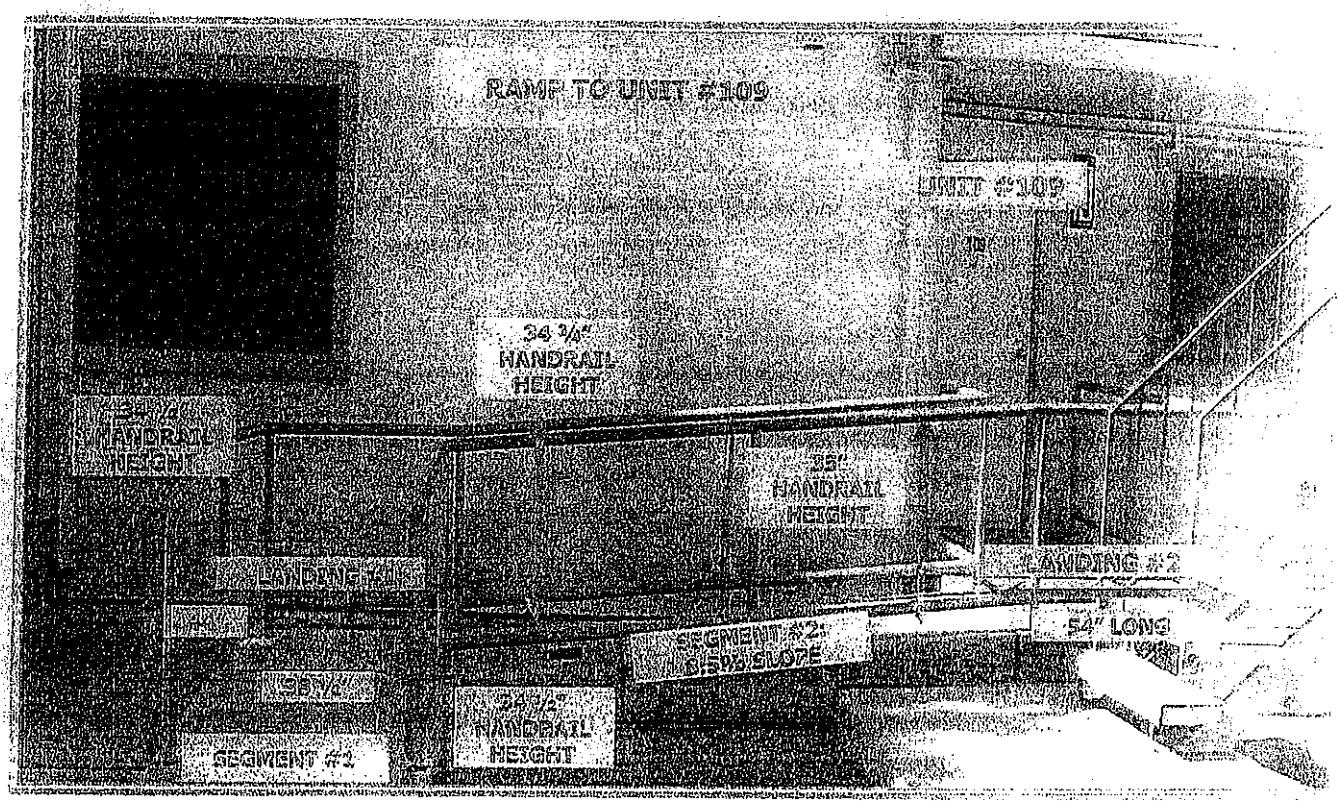
•The cross slopes (2.4% and 2.5%) of the ramp are greater than 2%. (UFAS § 4.8.6)

•The landing is 47 ¼" in length and not a minimum of 60" x 60" as required. (UFAS § 4.8.4(3))

•The height (34 ½" and 35") of the handrail gripping surfaces are not mounted between 30"-34" above the ramp surfaces. (UFAS § 4.8.5(5))

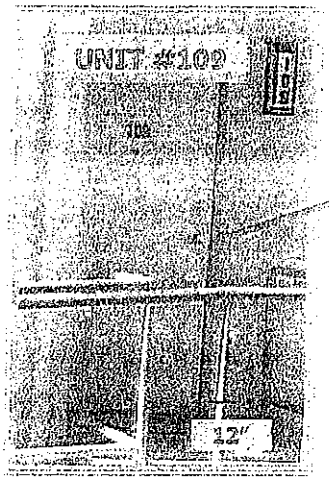
Accessible Route to Unit #107:
•The width (33 5/8") of the route is not a minimum of 36" wide. (UFAS §4.3.3; Fig. 7)

CASA ROSA
ACCESSIBLE ROUTE TO UNIT #109



Ramp To Unit #109:

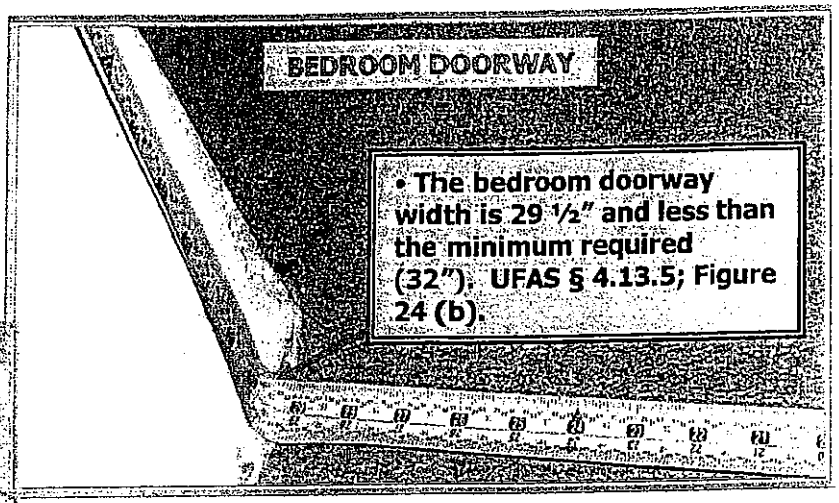
- **The slope (8.5%) of Segment #2 is greater than the maximum allowed (8.33%). (UFAS § 4.8.2)**
- **Landing #1 is 38 ½" x 44" and not a minimum of 60" x 60" as required. (UFAS § 4.8.4 (3))**
- **Landing #2 is 54" in length and not a minimum of 60" long as required. (UFAS § 4.8.4 (2))**
- **The top of the gripping surfaces are not mounted between 30"-34" above the ramp surfaces; in Segment #1, the top of the gripping surfaces are 34 ½" above the ramp surface and in ascending Segment #2, the top of the gripping surfaces are 34 ¾" and 35" on the left and right handrails respectively. (UFAS § 4.8.5(5))**



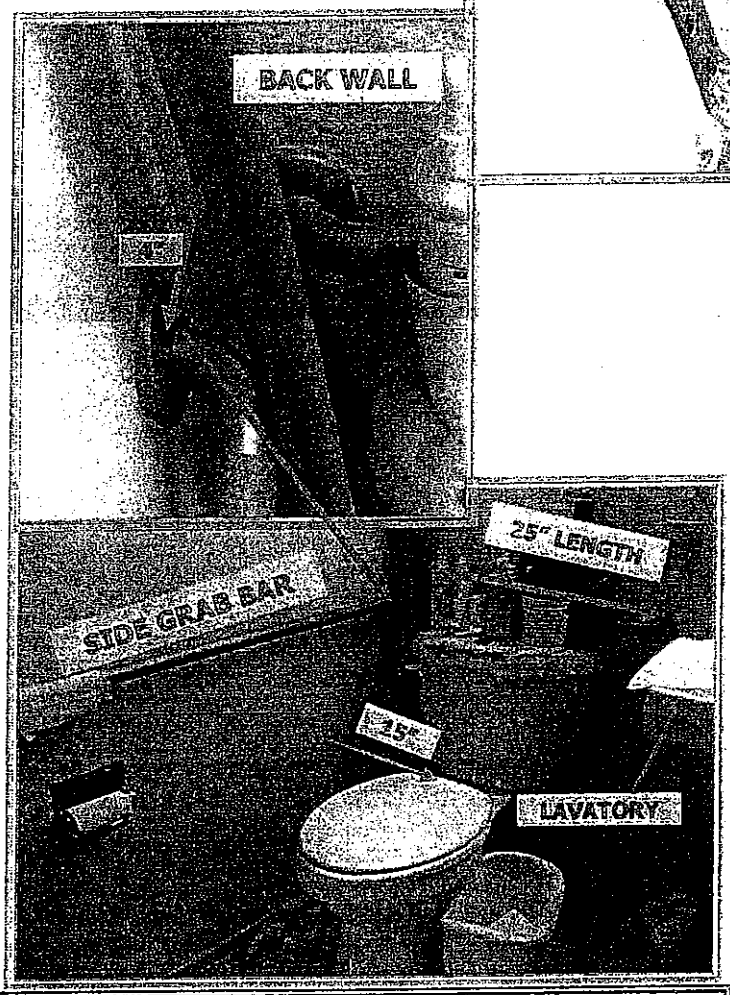
Unit #109:

- **There is 12" of maneuvering space on the latch side of the door and not a minimum of 18" as required. (UFAS § 4.13.6, Fig. 25 (a))**
- **The front door has a knob as hardware that requires tight grasping, tight pinching or twisting of the wrist to operate. (UFAS § 4.13.9)**

CASA ROSA - ACCESSIBLE UNIT #109



• The bedroom doorway width is 29 ½" and less than the minimum required (32"). UFAS § 4.13.5; Figure 24 (b).



Water Closet:

• The centerline of the water closet is 15" and not mounted exactly 18" from the closest side wall as required. (UFAS § 4.34.5.2(1); Fig. 47(a))

•The back grab bar is 25" long and not a minimum 36" in length as required. The lavatory mounted adjacent to the water closet reduces the amount of wall space available on the back wall. (UFAS § 4.34.5.2(3); 4.26; Fig. 29(a))

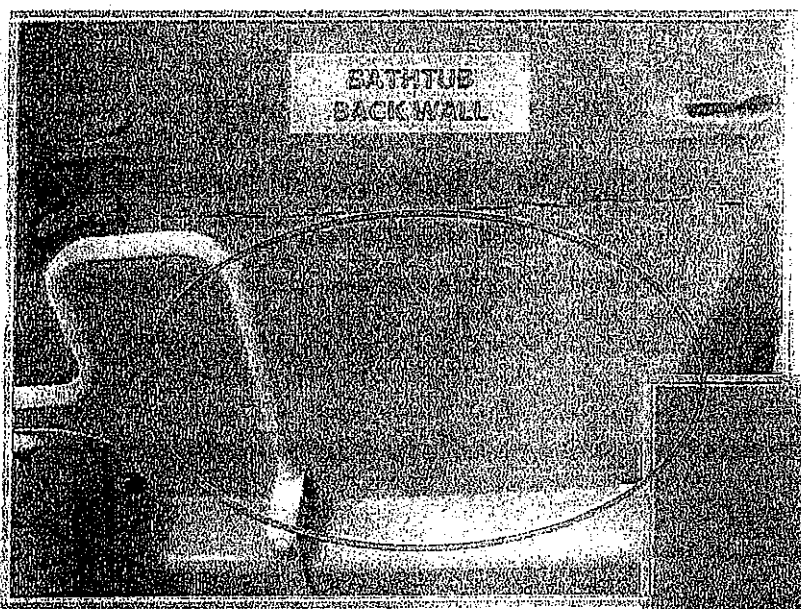
•The side grab bar is mounted 4" from the back wall and not exactly 12". (UFAS § 4.34.5.2(3); Fig. 29(b))

Lavatory:

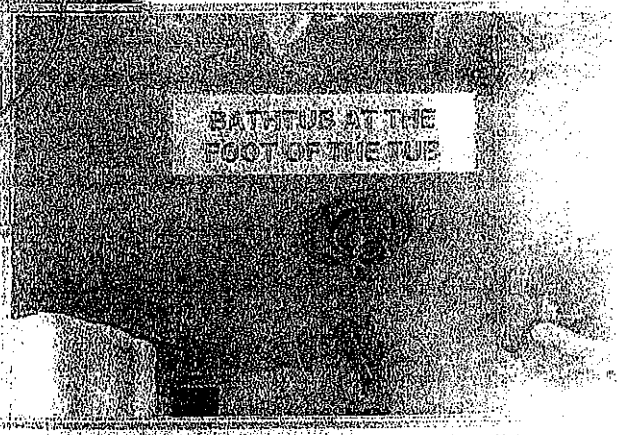
•The hot water and drain pipes under the lavatory are not insulated or otherwise covered as required. (UFAS § 4.19.4)

•The bottom edge of the reflecting surface of the mirror is mounted 42 ¼" above the finished floor, exceeding the 40" threshold. (UFAS § 4.19.6; Fig.31)

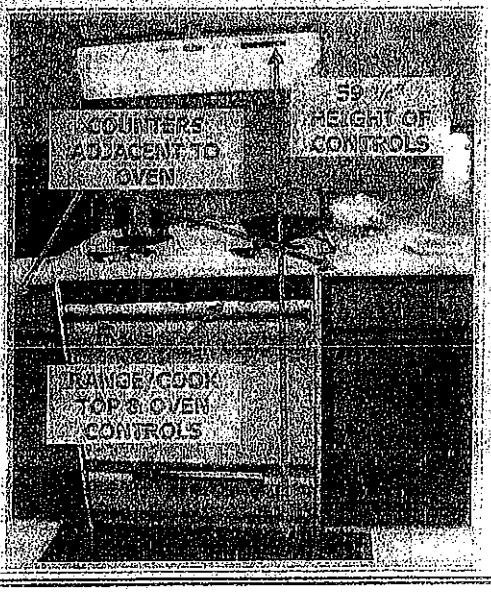
CASA ROSA - ACCESSIBLE UNIT #109

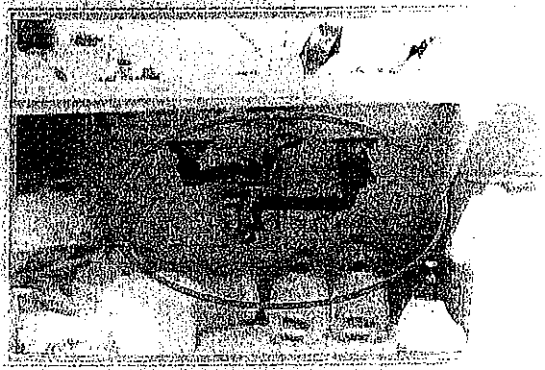


Bathtub:
- An in-tub seat or a seat securely mounted at the head end of the tub is not provided. (UFAS §§ 4.34.5.4(2); 4.26.3; Figs. 33 and 34)



Bathtub:
- Grab bars are not mounted on the back wall and at the foot and head of the tub as required. (UFAS §§ 4.34.5.4(3); 4.26, Figs. 34 and 48)

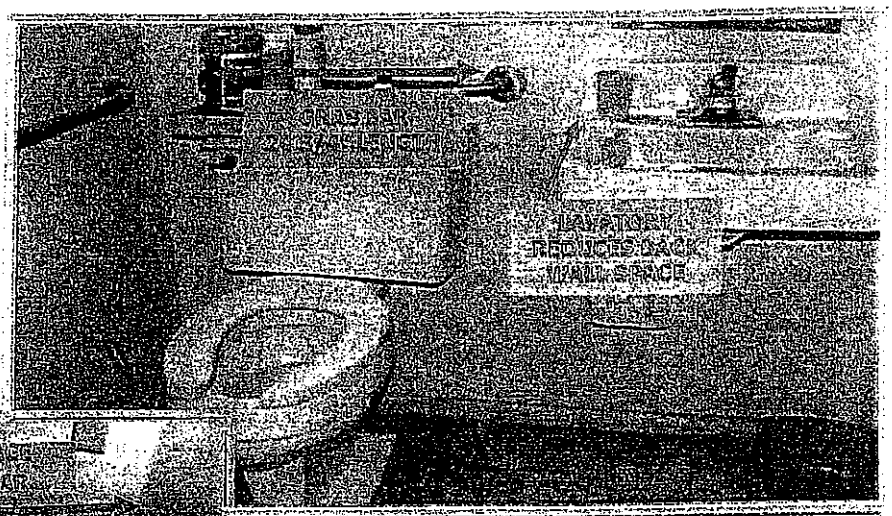




Kitchen Sink
- Hot water and drain pipes under the sink are not fully insulated or wrapped. (UFAS § 4.34.6.5 (8))

Range/Oven:
- The range/cooktop and oven controls require tight grasping, pinching and twisting of the wrist to operate. (UFAS §§ 4.34.6.6; 4.34.6.7; 4.34.6.3; 4.27.4)
- The oven is not self-cleaning and is not located adjacent to an adjustable height counter with knee space below as required. (UFAS § 4.34.6.7; Fig. 52 (a))
- The highest operable part of the hood fan controls are 59 ¼" above the floor, exceeding the maximum allowed of 48" for a forward reach and 54" for a side reach. (UFAS §§ 4.2.5; 4.2.6; Figs. 5(a) and 6(b))

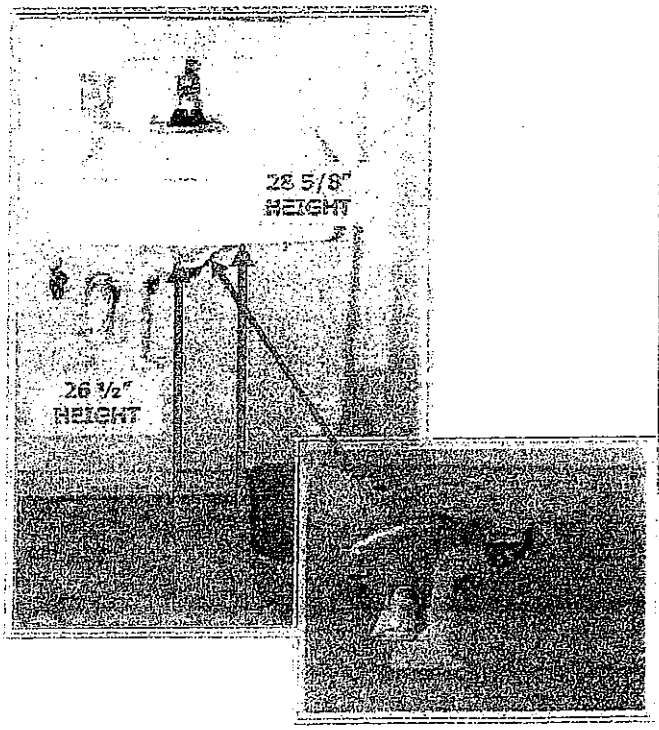
ROSE GARDEN - ACCESSIBLE UNIT #121



Water Closet:

•The back grab bar is 24 ¾" long and not a minimum 36" in length as required. The lavatory mounted adjacent to the water closet reduces the amount of wall space available on the back wall. (UFAS § § 4.34.5.2(3); 4.26; Fig. 29(a))

•The side grab bar is mounted 5 5/8" from the back wall and not exactly 12". (UFAS § 4.34.5.2(3); Fig. 29(b))

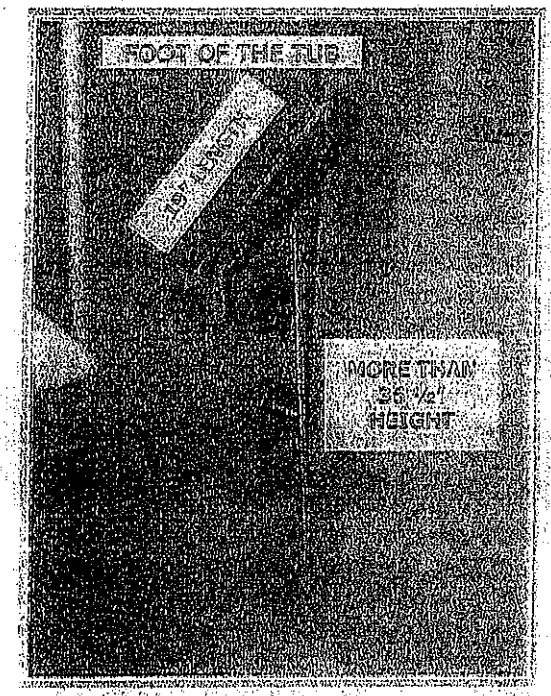


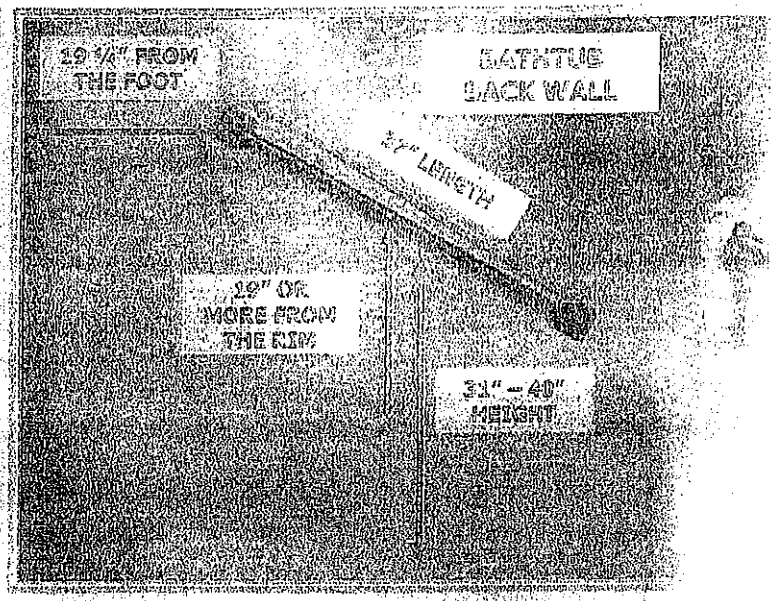
Lavatory:

•The lavatory provides a clearance of 28 5/8" from the floor to the bottom of the apron and not a minimum of 29"; a knee clearance of 26 ½" from the floor to the bottom of the bowl and not a minimum of 27" ; and a knee clearance depth of 5 3/8" and not a minimum of 8". (UFAS § § 4.34.5.3; 4.22.6; 4.19.2; Fig. 31)

•The hot water and drain pipes under the lavatory have insulation that is not tightly adhering to the pipes and appears to have become loose over time. (UFAS § 4.19.4)

ROSE GARDEN - ACCESSIBLE UNIT #121





Bathtub:

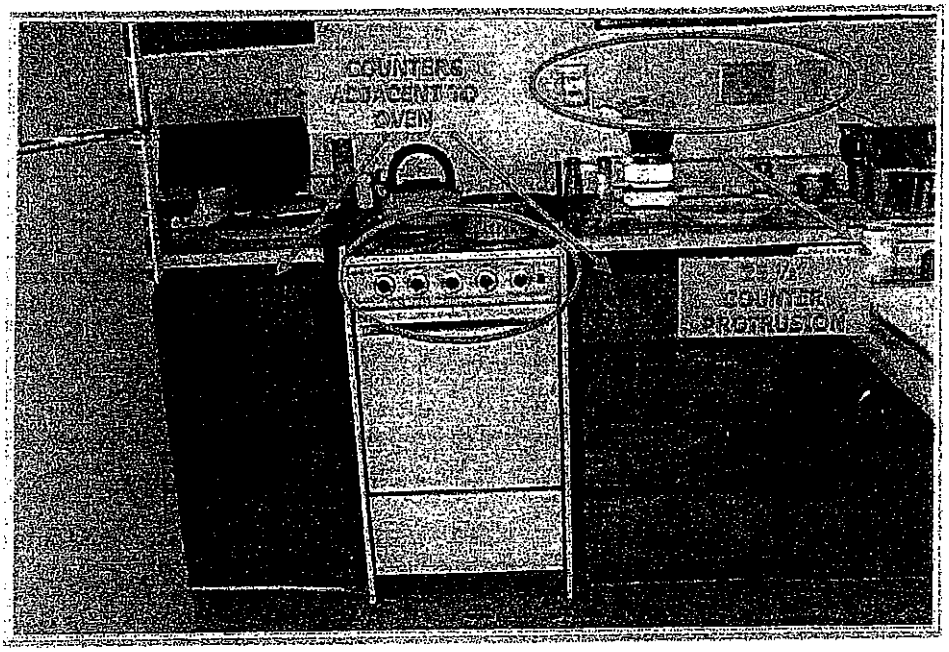
•An in-tub seat or a seat securely mounted at the head end of the tub is not provided. (UFAS §§ 4.34.5.4(2); 4.26.3; Fig. 33; Fig. 34)

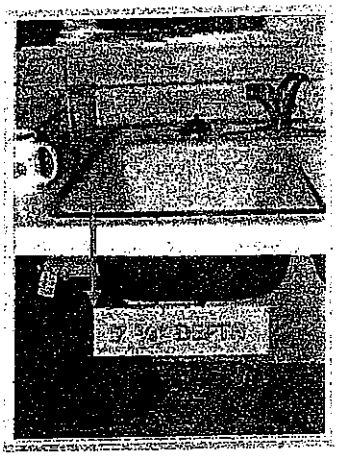
•The grab bar at the foot of the tub is 19" in length and not a minimum of 24". The grab bar is mounted in a slanted direction and is 36 ½" or more from the floor, exceeding the required range of 33"-36". (UFAS § § 4.34.5.4(3); Fig. 34 (a))

•There is one 37" back grab bar and not two grab bars at a minimum of 24" in length. The grab bar is mounted 19" or more above the rim and not 9". The height is 31" –40" and not 33"-36" from the floor as required. (UFAS § 4.34.5.4(3); Fig. 34 (a))

•The grab bar at the head of the tub is mounted in a slanted direction at 35 ½" or greater from the floor, above the required range of 33"-36". (UFAS §4.34.5.4(3); Fig. 34 (a))

ROSE GARDEN - ACCESSIBLE UNIT #121





Range/Oven:

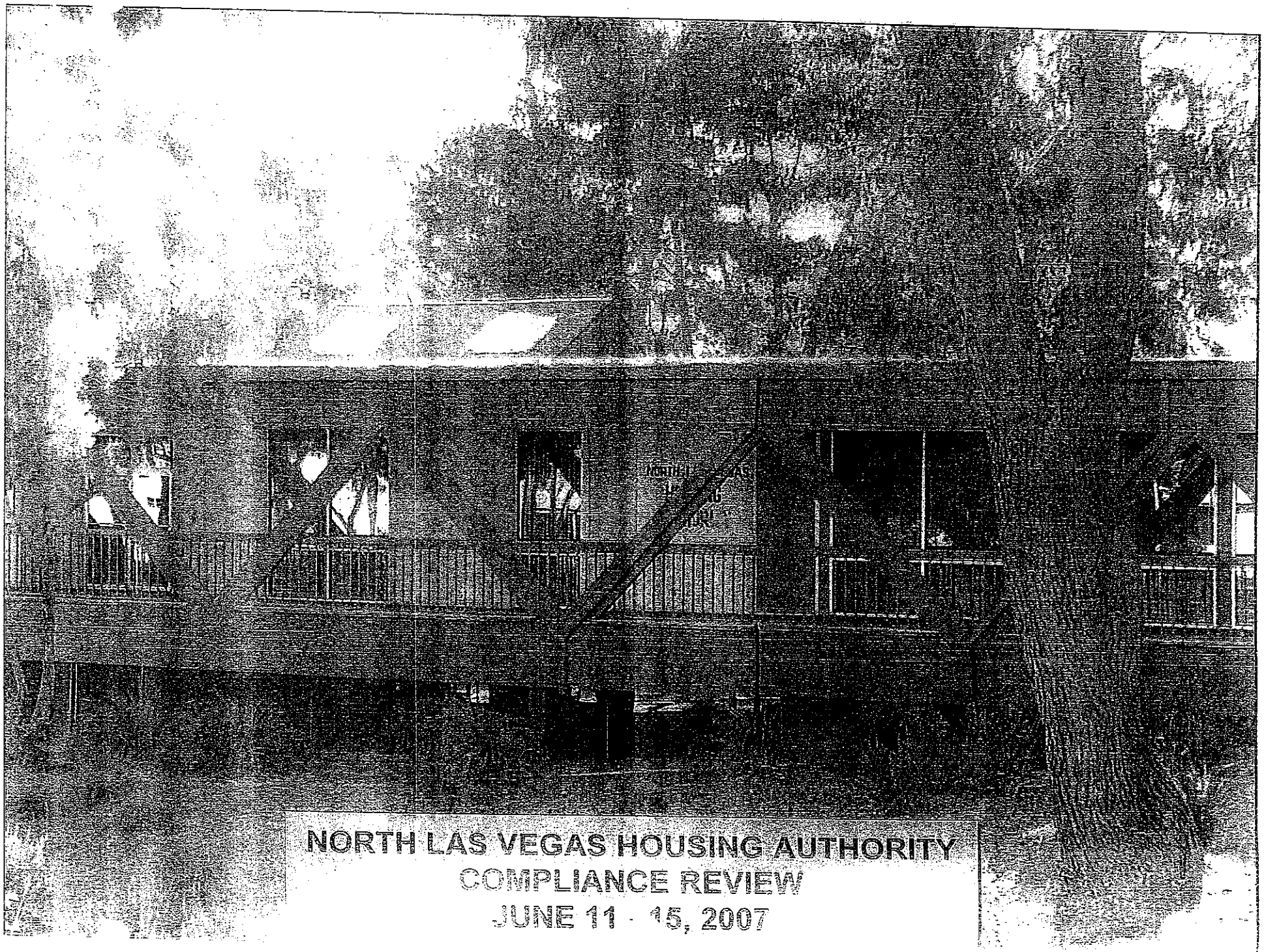
•The range/cooktop and oven controls require tight grasping, pinching and twisting of the wrist to operate. (UFAS §§ 4.34.6.6; 4.34.6.7; 4.34.6.3; 4.27.4)

•The oven is not self-cleaning and is not located adjacent to an adjustable height counter with knee space below as required. (UFAS § 4.34.6.7; Fig. 52 (a))

•The hood fan switch (and electrical outlets) are located on the back wall of the kitchen and the counter protrudes 25 ½" into the clear floor space, exceeding the maximum of 24" and 25" allowed for a side and forward reach respectively.(UFAS §§ 4.34.6.3; 4.27.3; 4.2.5; 4.2.6; Figs. 5(b) and 6(c))

Sink

•The depth of the sink bowl is 7 ¾", exceeding the maximum allowed (6 ½"). (UFAS § 4.34.6.5 (3))



NORTH LAS VEGAS HOUSING AUTHORITY

COMPLIANCE REVIEW

JUNE 11 - 15, 2007

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
1632 Yale Street
North Las Vegas, NV 89030

SECTION E – SITE ACCESSIBILITY

Issue: Based on a limited assessment, whether the facilities managed by the Housing Authority of the City of North Las Vegas are they generally accessible to people with disabilities.

The Housing Authority of the City of North Las Vegas administers the following programs: a Section 8 Housing Choice Voucher (HCV) program, a Family Self-sufficiency program and a Low Income Public Housing (LIPH) program. During the on-site phase of the Compliance Review FHEO conducted a limited physical accessibility assessment of HCD's administrative office located at 1632 Yale Street, North Las Vegas, NV. Limited accessibility assessments of the common areas associated with the LIPH and Elderly housing complexes adjacent to the Housing Authority were also conducted. According to the recipient's Section 504 Coordinator the administrative office and the LIPH and Elderly housing complexes were constructed in approximately 1950. A summary of the assessments is below:

PARKING SPACES

UFAS 4.6.1 Minimum Number, 4.1.6 (1)(a) Existing Buildings, 4.1.1(5)(a) Accessible Parking Spaces, 4.6.4 Signage
If parking spaces are provided for employees or visitors, or both, then accessible spaces complying with UFAS 4.6 shall be provided in each such parking area in conformance with the following table:

Total Parking Spaces	Required Minimum # of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	**3**
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2% of total
1001 and over	20 plus 1 for each 100 spaces over 1000

The Housing Authority Administrative Office has a parking area with sixty-two (62) parking spaces; forty-three (43) in the south parking area and nineteen (19) in the north parking area. Eight (8) of the spaces, four in each parking area are designated for persons with disabilities. **See *Attachment 1 (South Parking Area)***

UFAS 4.6.3, Fig. 9 Parking Spaces
Parking spaces for disabled people shall be at least 96 in wide and shall have an adjacent access aisle 60in. wide minimum. Two accessible parking spaces may share a common access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

The designated accessible parking spaces in the south parking area are located closest to the nearest entrance, on an accessible route. However, the four (4) designated spaces do not contain access aisles.

The surface slope for accessible spaces 3 and 4 exceeds 2%. See ***Attachment 2 (South Parking Area)***

	Width	Slope	X-Slope	Slope	X-Slope
Space 1	153"	1.6	0.1	1.7	0.5
Space 2	152 1/2"	0.5	1.1	1.4	2.0
[illegible]	149 5/8"	0.1	[illegible]	[illegible]	[illegible]
[illegible]	150 3/4"	1.0	[illegible]	[illegible]	0.3

UFAS 4.6.4, Signage
Accessible parking spaces shall be designated as reserved for the disabled by a sign showing the symbol of accessibility (see 4.30.5). Such signs shall not be obscured by a vehicle parked in the space.

Signage for all spaces is posted at a height obstructed by vehicles parked in the spaces. **See *Attachment 3 (South Parking Area)***

UFAS 4.6.3, Fig. 9 Parking Spaces
Parking spaces for disabled people shall be at least 96 in wide and shall have an adjacent access aisle 60in. wide minimum. Two accessible parking spaces may share a common access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

The designated accessible parking spaces in north parking area one (1) are located closest to the nearest entrance, on an accessible route. Of the four (4) accessible spaces, space two (2) and space three (3), share an access aisle. Spaces one (1) and four (4) do not include access aisles. The surface slope for accessible spaces 1, 2 and 4 and the access aisle shared by space 2 & 3 exceeds 2%. See ***Attachments 4 & 5 (North Parking Area 1)***

The access aisle for the designated accessible parking spaces in north parking area two (2) is not the required 60" wide, measuring 37". The surface slope for accessible spaces and the access aisle exceeds 2%. See *Attachment 6 (North Parking Area 2)*

The access aisle for the designated accessible parking space in north parking area three (3) is less than 60" wide, measuring 42" wide. See *Attachment 7 (North Parking Area 3)*

UFAS 4.6.4, Signage
Accessible parking spaces shall be designated as reserved for the disabled by a sign showing the symbol of accessibility (see 4.30.5). Such signs shall not be obscured by a vehicle parked in the space.

Signage for the four accessible spaces in north parking area one (1) is posted at a height obstructed by vehicles parked in the spaces. **See *Attachment 8 (North Parking Area 1)***

Signage for the two accessible spaces in north parking area two (2) is posted at a height obstructed by vehicles parked in the spaces. **See *Attachment 9 (North Parking Area 2)***

ACCESSIBLE ROUTE

UFAS 4.3, Accessible Route, 4.3.2 Location and 4.3.3 Width
All walks, halls, corridors, aisles, and other spaces that are part of an accessible route shall comply with UFAS 4.3.

4.3.2 Location
(1) At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking, and accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they serve.
(2) At least one accessible route shall connect accessible buildings, facilities, elements, and spaces that are on the same site.
(3) At least one accessible route shall connect accessible building or facility entrances with all accessible spaces and elements and with all accessible dwelling units within the building or facility.
(4) An accessible route shall connect at least one accessible entrance of each accessible dwelling unit with those exterior and interior spaces and facilities that serve the accessible dwelling unit.

4.3.3 Width
The minimum clear width of an accessible route shall be 36 in (915 mm) except at doors (see 4.13.5).

The accessible route from the accessible parking spaces to the accessible building entrance is in noncompliance with UFAS 4.1.1, 7 (c) below which requires accessible entrances to be identified by the international symbol of accessibility. The corridor leading from the waiting area to the public restrooms is also in noncompliance with UFAS 4.1.1, 7 (d).

UFAS 4.1.1, 7 (c and d) Exterior/Common Areas Accessible Elements (Signage)
Elements and spaces of accessible facilities, which shall be identified by the International Symbol of Accessibility include:
(a) Parking spaces designated as reserved for physically handicapped people
(b) Passenger loading zones

(c) Accessible entrances
(d) Accessible toilet and bath facilities

Any part of an accessible route with a slope greater than 1:20 (5%) shall be considered a ramp and shall comply with UFAS 4.8 Ramps.

The housing authority administrative office main entrance is not identified by the international symbol of accessibility. See ***Attachments 11 & 12***

The corridor from leading to the public restroom is less than the 36" minimum width required for an accessible route measuring 35 ¼ ". ***See Attachment 15***

PUBLIC OFFICES

UFAS 7.2 Service Counters
Where service counters exceeding 36" in height are provided for standing sales or distribution of goods to the public, an auxiliary counter or a portion of the main counter shall be provided with a maximum height of between 28" to 34" above the floor.

The waiting area main counter (41 ¾) and cashier counter (42 5/8") exceed the 36" height requirement. However an auxiliary table with a work surface measuring 29" above the finished floor is provided. **See *Attachment 13***

PUBLIC RESTROOMS

The review included limited physical accessibility assessments of the public restrooms located in the Housing Authority Administrative Office and Youth Center.

HOUSING AUTHORITY ADMINISTRATIVE OFFICE

The Housing Authority Administrative Office contains two unisex public restrooms located at the north end of the building. The physical accessibility assessment was conducted on the restroom located next to the entrance at the north end of the building.

UFAS 4.13.6, Fig. 25(a), Maneuvering Clearances at Doors
Front approaches to push side of swinging doors, equipped with both closer and latch, shall have maneuvering space that extends 12 in minimum beyond the latch side of the door.

The maneuvering space at the door does not extend 12" beyond the latch measuring 5". **See Attachment 16**

UFAS 4.16.5 Flush Controls

Flush controls shall be hand operated or automatic and shall comply with 4.27.4. Controls for flush valves shall be mounted on the wide side of toilet areas no more than 44 in above the floor.

The flush control is not mounted on the wide side of the toilet. **See Attachment 17**

4.19.6 Mirrors
Mirrors shall be mounted with the bottom edge of the reflecting surface no higher than 40 in (1015 mm) from the floor (see UFAS Fig. 31).

The bottom edge of the mirror's reflecting surface is greater than 40" above the finished floor, measuring 42". **See Attachment 18**

YOUTH CENTER

The Youth Center contains two public restrooms. The physical accessibility assessment conducted on the women's restroom did not reveal any preliminary findings of noncompliance. **See Attachments 19 & 20**

ACCESSIBLE HOUSING

UFAS 4.1.3 Accessible Housing, 4.10 Elevators
Accessible housing shall comply with the requirements of 4.1 (Minimum Requirements) and 4.34 (Dwelling Units). Where provided, elevators shall comply with 4.10 (Elevators)

UFAS 4.1 .1 (1) requires that at least one accessible route complying with UFAS 4.3 (Accessible Route) shall be provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones if provided, and public streets or sidewalks to an accessible building entrance. UFAS 4.34 requires accessible dwelling units to be on an accessible route. According to UFAS 4.1.2 (5), one passenger elevator complying with 4.10 shall serve each level in all multi-story buildings and facilities. If more than one elevator is provided, each elevator shall comply with 4.10.

UFAS 4.10 requires accessible elevators to be on an accessible route and comply with 4.10 and with the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI A17.1-1978 and A17.1a-1979. This standard does not preclude the use of residential or fully enclosed wheelchair lifts when appropriate and approved by administrative authorities. Freight elevators shall not be considered as meeting the requirements of this section, unless the only elevators provided are used as combination passenger and freight elevators for the public and employees.

The senior housing complex is a three story building with two elevators, one located in the north Rose Garden and one located in the south Rose Garden. The north elevator was out of order when the assessment was conducted. However, maintenance personnel were

repairing it during the assessment and estimated that it would be operational within 24 to 48 hours. ***See Attachment 21***

UFAS 4.10.3 Hall Call Buttons
Call buttons in elevator lobbies and halls shall be centered at 42" above the finished floor (AFF). (See Fig. 20).

The elevator call buttons for the south elevator measured 45"(1st Floor), 47 ¼", (2nd Floor) and 48 ½"(3rd Floor). ***See Attachment 22***

UFAS 4.10.4 Hall Lanterns
A visible and audible signal shall be provided at each hoistway entrance to indicate which car is answering a call. Audible signals shall sound once for the up direction and twice for the down direction or shall have verbal annunciators that say "up" or "down." Visible signals shall be mounted so that their centerline is at least 72 in above the lobby floor, at least 2-1/2 inches in the smallest dimension and be visible from the vicinity of the hall call button. (See Fig. 20).

The elevators do not include hall lanterns or audible signals to indicate the elevator's direction of travel. ***See Attachment 23***

DWELLING UNITS
(COMMON SPACES AND FACILITIES)

UFAS 4.34 Dwelling Units, 4.32.2 (1) Minimum Requirements
An accessible dwelling unit shall be on an accessible route. An accessible dwelling unit shall have the following accessible elements and spaces as a minimum: (1) Common spaces and facilities serving individual accessible dwelling units (for example, entry walks, trash disposal facilities, and mail boxes) shall comply with 4.2 through 4.33.

4.2.5 Forward Reach
If the clear floor space only allows forward approach to an object, the maximum high forward reach allowed shall be 48 in (see Fig. 5(a)). The minimum low forward reach is 15 in.

4.2.6 Side Reach
If the clear floor space allows parallel approach by a person in a wheelchair, the maximum high side reach allowed shall be 54 in (1370 mm) and the low side reach shall be no less than 9 in (230 mm) above the floor (Fig. 6(a) and (b)).

Mailboxes for the accessible units in the senior housing complex are on an accessible route in a gazebo located in the center of the complex. The three story complex contains six accessible units total, two on each level. The unit numbers and corresponding mailbox numbers are 121, 122, 221, 222, 321 and 322. The clear floor space in the gazebo allows

a person in a wheelchair the option of a forward or side approach. ***See Attachments 24, 25 & 26***

The heights of the mailboxes for the accessible units and outgoing mail slot are below:
Box 121: 63 ½ "AFF
Box 122: 58" AFF
Box 221: 33" AFF
Box 222: 64" AFF
Box 321: 38" AFF
Box 322: 33" AFF
Outgoing Mail 55" AFF
The mailboxes adjacent to the Youth Center and Building 321 are within compliance with the forward and side reach ranges outlined in UFAS 4.2.5 and 4.2.6. ***See Attachment 27***

LAUNDRY FACILITIES
(2nd Floor North Rose Garden)

UFAS 4.34.7 Laundry Facilities
If laundry equipment is provided within individual accessible dwelling units, or if separate laundry facilities serve one or more accessible dwelling units, then they shall meet the requirements of 4.34.7.1 through 4.34.7.3.

4.34.7.1 Location
Laundry facilities and laundry equipment shall be on an accessible route.

4.34.7.2 Washing Machines and Clothes Dryers
Washing machines and clothes dryers in common use laundry rooms shall be front loading.

4.34.7.3 Controls and Operating Mechanisms
Laundry equipment shall comply with 4.27. Controls and operating mechanisms required to be accessible by 4.1 shall comply with 4.27.

4.27.2 Clear Floor Space
Clear floor space complying with 4.2.4 that allows a forward or a parallel approach by a person using a wheelchair shall be provided at controls, dispensers, receptacles, and other operable equipment.

4.27.3 Height
The highest operable part of all controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in 4.2.5 and 4.2.6. Except where the use of special equipment dictates otherwise, electrical and communications system receptacles on walls shall be mounted no less than 15 in (380 mm) above the floor.

4.27.4 Operation
Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbf (22.2 N).

4.13.9 Door Hardware
Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs.

4.13.11(2) (B) Door Opening Force.
The maximum force for pushing or pulling open a door shall be as follows:
(b) Interior hinged doors: 5 lbf

The laundry room door includes a knob that requires tight grasping, tight pinching, or twisting of the wrist to operate. ***See Attachment 28***

The door opening force is greater then 5 .lbf, measuring 12 lbf. ***See Attachment 28***

While a small top loading washing machine is provided for persons with disabilities, the laundry room does not include a front loading washing machine, contrary to UFAS 4.34.7.2 which requires washing machines in common areas to be front loading. ***See Attachment 29***

COMMON SPACES/FACILITIES

UFAS does not include specific requirements regarding Trash Receptacles/Dumpsters, Picnic Areas or Playgrounds. However, UFAS 4.32.2 (2) requires that at least one accessible route shall connect with facilities, elements, and spaces that are on the same site.

The facilities, elements, and spaces for both the senior and public housing complexes are located on an accessible route.

Trash Receptacles
Trash Receptacles are located on each level in both the north and south wings of the senior housing complex and throughout the public housing complex.

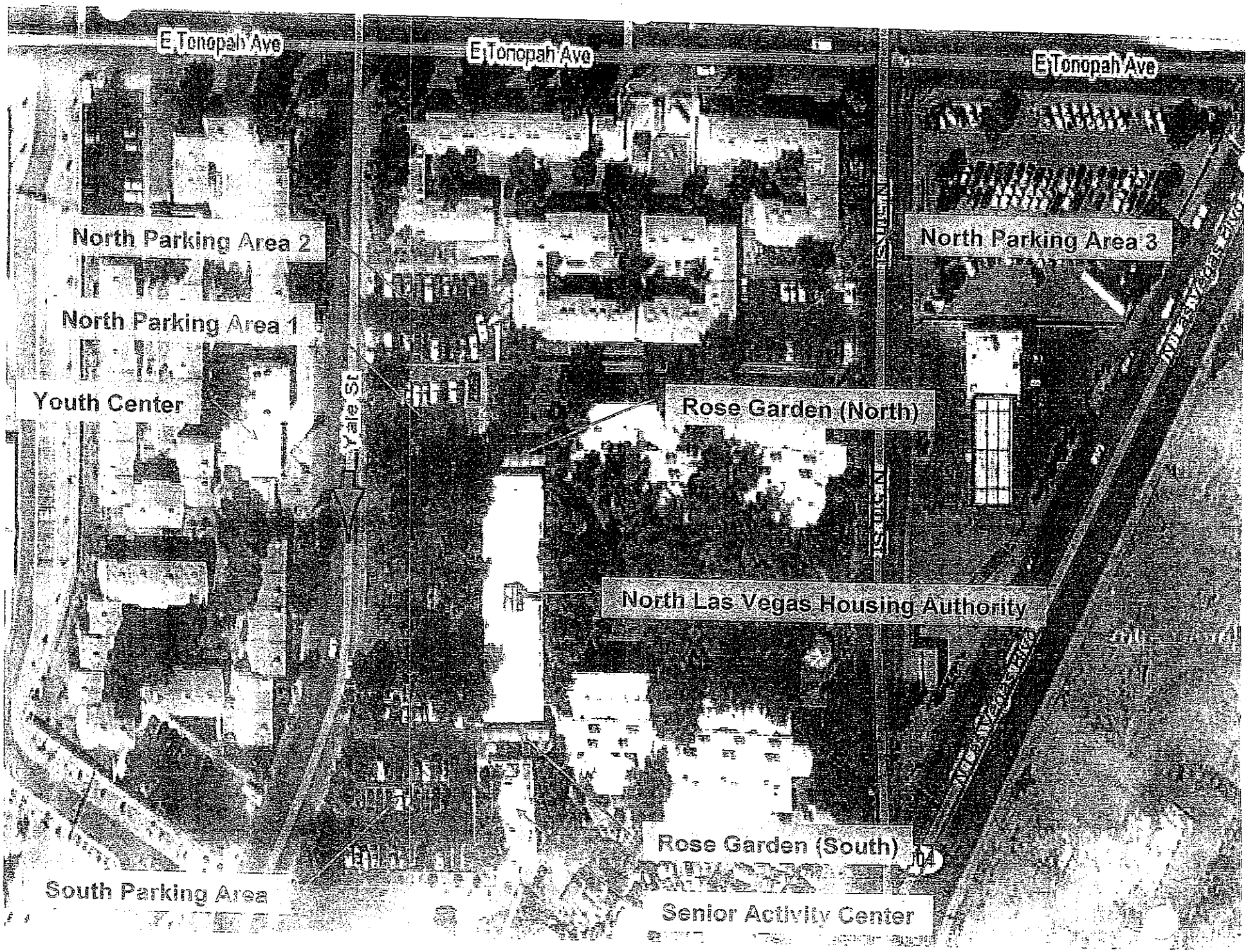
Concern
According to UFAS 4.27.3, the highest operable part of all controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in 4.2.5 (Forward approach 48") and 4.2.6 (Side approach 54"). The highest operable part of the trash receptacle on level one (1) exceeds the reach range for a forward or side approach measuring 57" above the finished floor. ***See Attachment 30***

Playground
The playground is located on an accessible route.

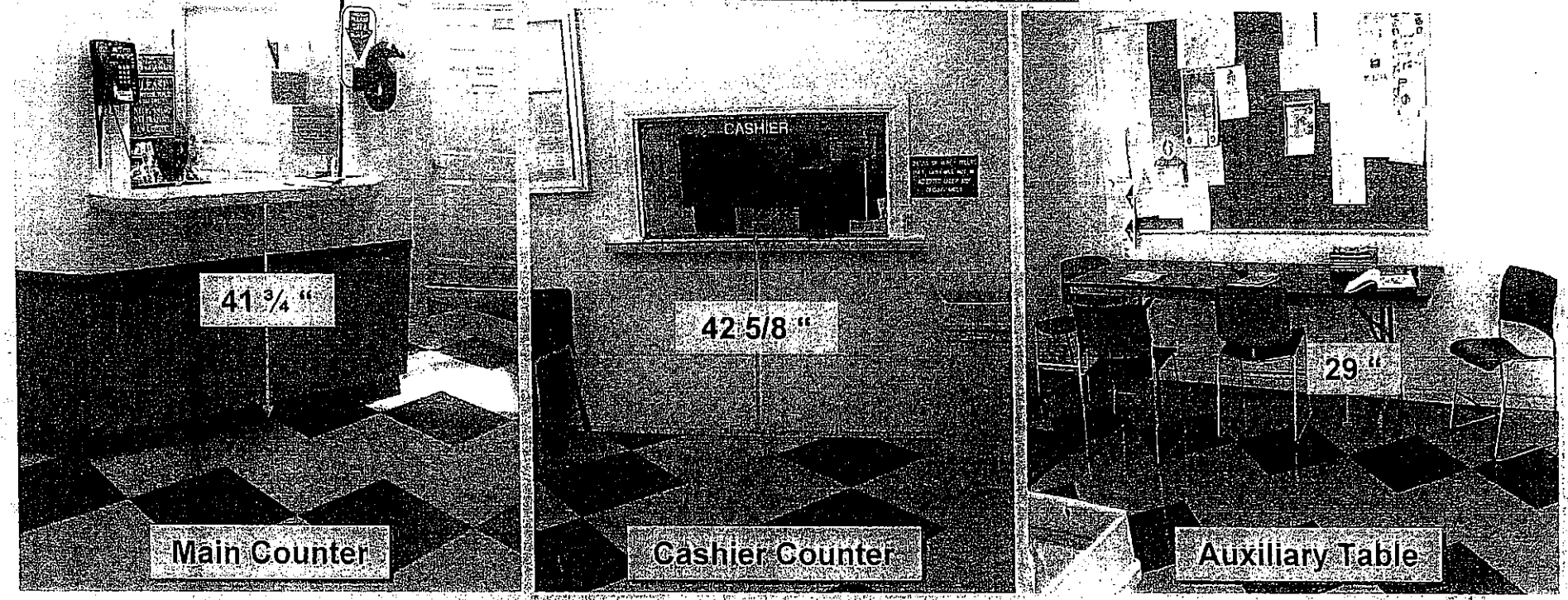
Concern
According to UFAS 4.5.1 ground and floor surfaces along accessible routes and in and spaces, shall be stable, firm, and slip-resistant. The play area surface is comprised of wood chips which do not provide a firm, slip resistant surface. The threshold measures 5". ***See Attachment 31***

Senior Center Kitchen
The Senior Housing complex includes an activity center which contains a kitchen. The activity center is located on an accessible route and includes an automatic door and ramp with handrails to access the kitchen area. The activity center can also be accessed via a door located in the south rose garden parking area. **See *Attachment 32***

The kitchen door has a knob that requires tight grasping, tight pinching, or twisting of the wrist to operate. **See *Attachment 32***


E Tonopah Ave
E Tonopah Ave
E Tonopah Ave
North Parking Area 2
North Parking Area 1
North Parking Area 3
Youth Center
1st Ave
Rose Garden (North)
N 5th St
North Las Vegas Housing Authority
Rose Garden (South)
South Parking Area
Senior Activity Center

PUBLIC OFFICES

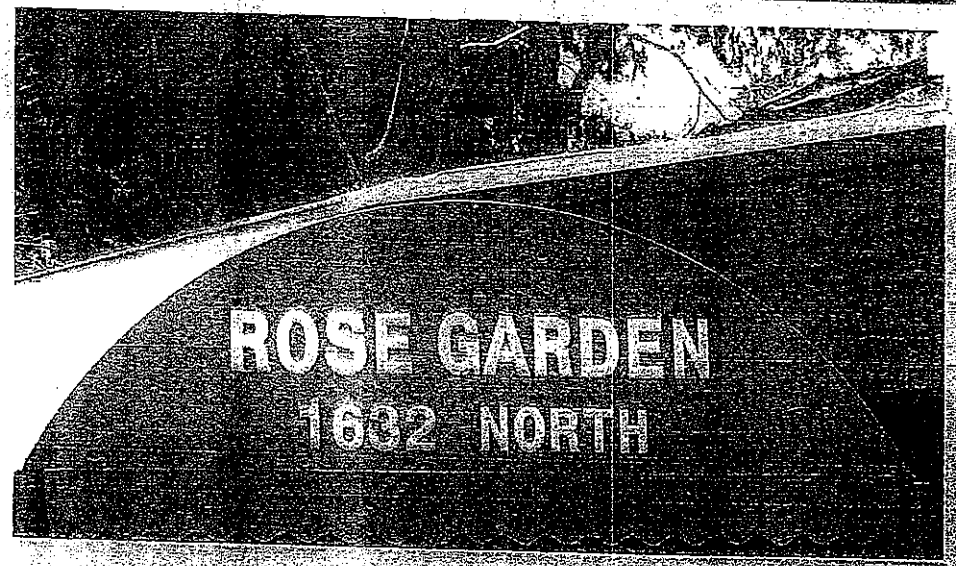


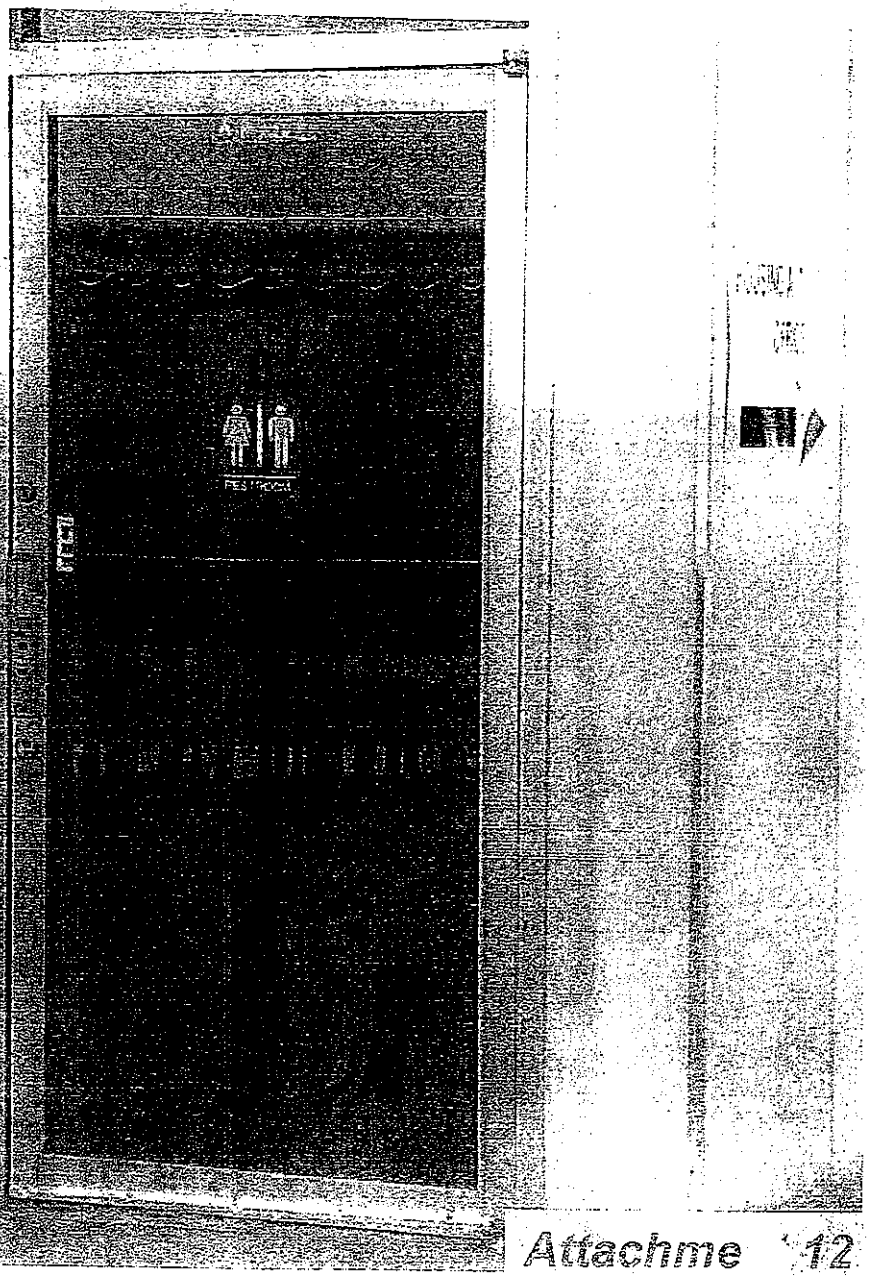
UFAS 7.2 Service Counters

Where service counters exceeding 36" in height are provided for standing sales or distribution of goods to the public, an auxiliary counter or a portion of the main counter shall be provided with a maximum height of between 28" to 34" above the floor.

Attachment 13

PUBLIC RESTROOMS





4.1.1.1 (7)(d) Accessible Sites and Exterior Facilities

Elements and spaces of accessible facilities, which shall be identified by the International Symbol of Accessibility include:

(a) Parking spaces designated as reserved for physically handicapped people

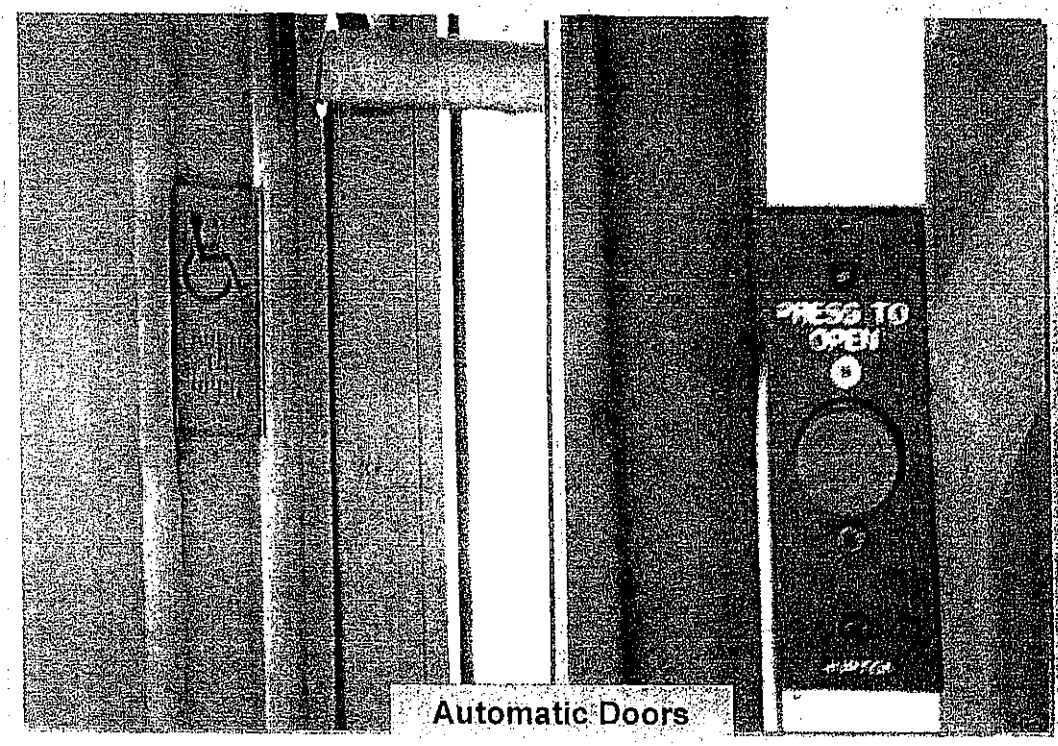
(b) Passenger loading zones

(c) Accessible entrances

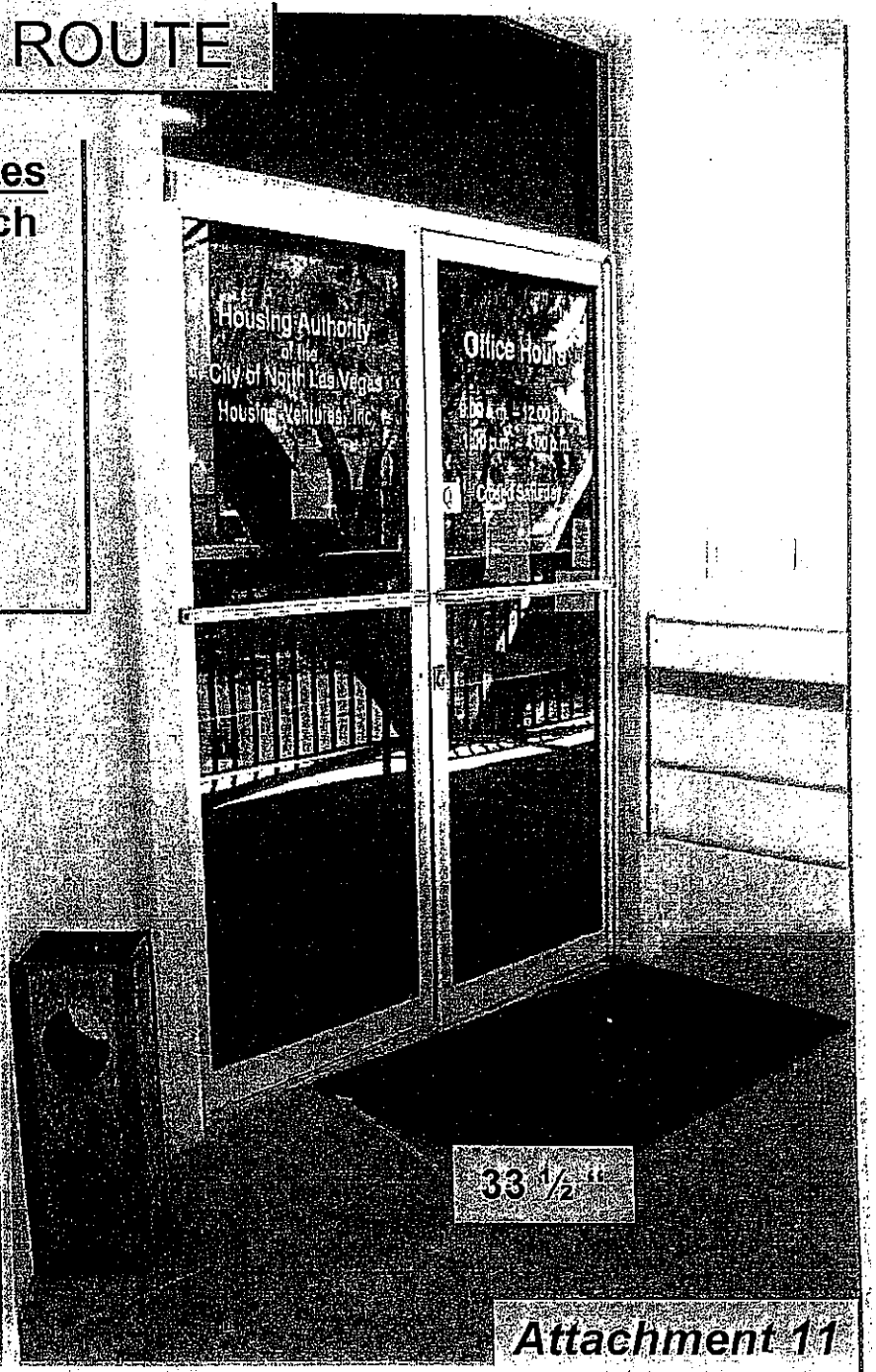
(d) Accessible toilet and bath facilities

ACCESSIBLE ROUTE

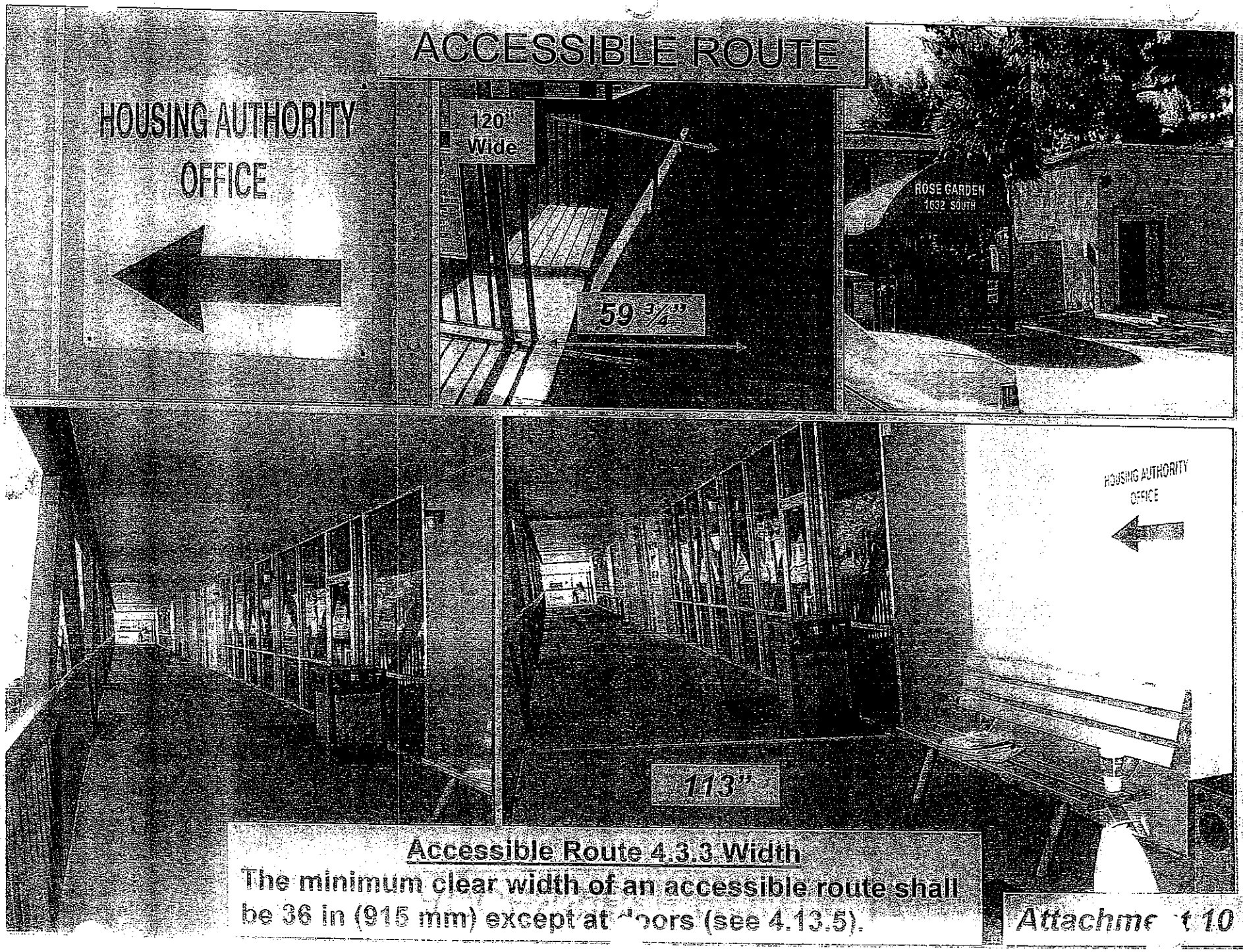
4.1.1.1 (7)(c) Accessible Sites and Exterior Facilities
Elements and spaces of accessible facilities, which shall be identified by the International Symbol of Accessibility include:
(a) Parking spaces designated as reserved for physically handicapped people
(b) Passenger loading zones
(c) Accessible entrances
(d) Accessible toilet and bath facilities



Automatic Doors



Attachment 11



Accessible Route 4.3.3 Width

The minimum clear width of an accessible route shall be 36 in (915 mm) except at doors (see 4.13.5).

Attachment 10

ACCESSIBLE PARKING

UFAS 4.6.4, Signage

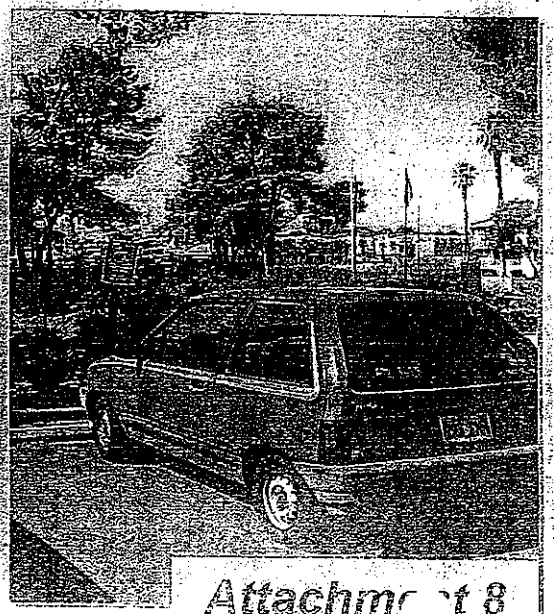
Accessible parking spaces shall be designated as reserved for the disabled by a sign showing the symbol of accessibility (see 4.30.5). Such signs shall not be obscured by a vehicle parked in the space.

Attachment 9

ACCESSIBLE PARKING

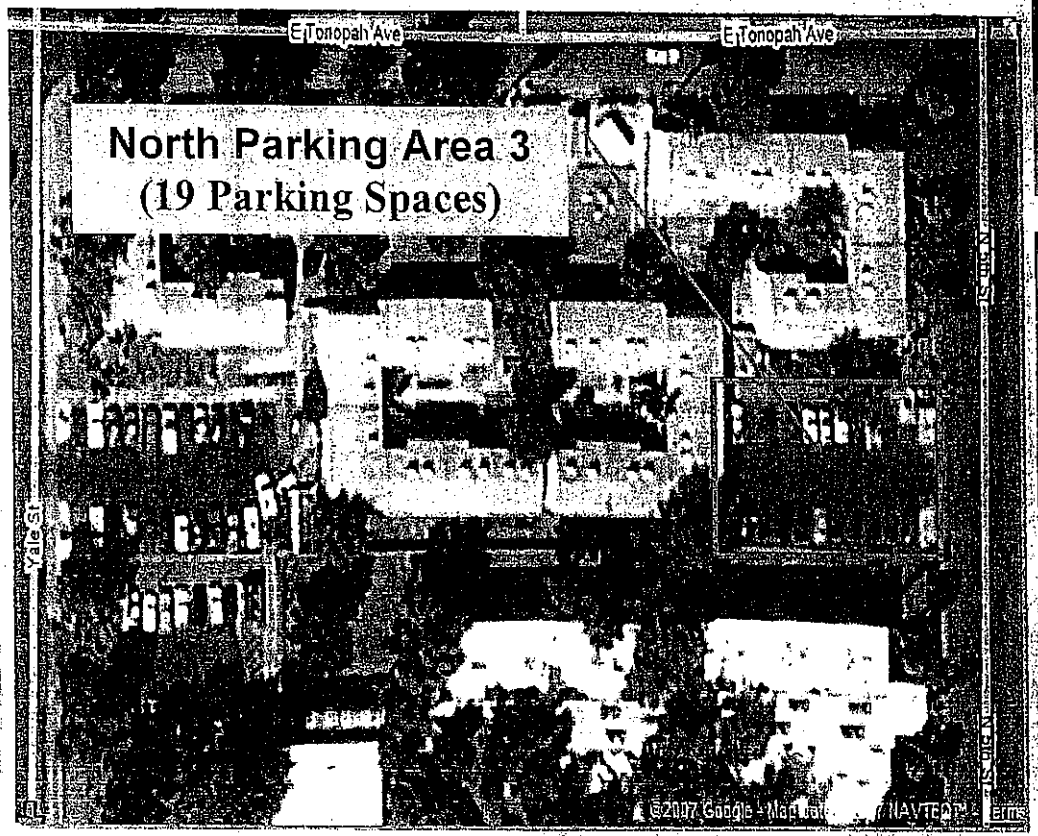
UFAS 4.6.4, Signage

Accessible parking spaces shall be designated as reserved for the disabled by a sign showing the symbol of accessibility (see 4.30.5). Such signs shall not be obscured by a vehicle parked in the space.



Attachment 8

ACCESSIBLE PARKING

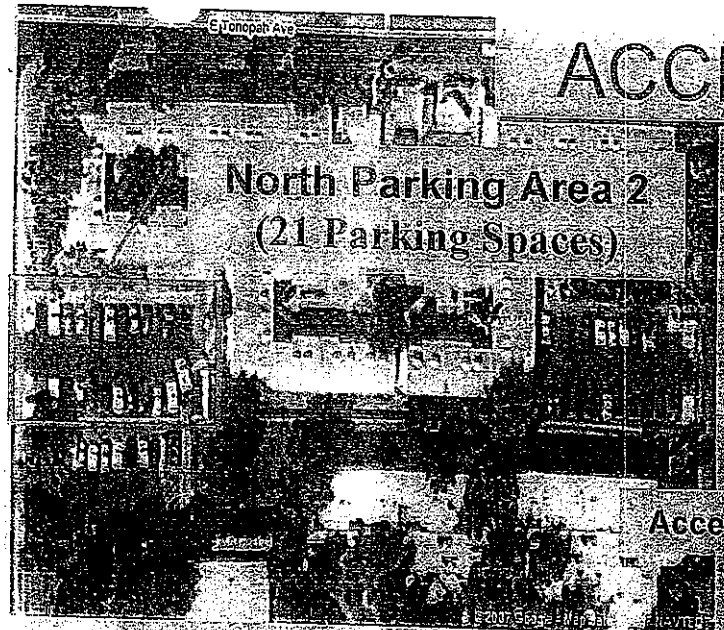


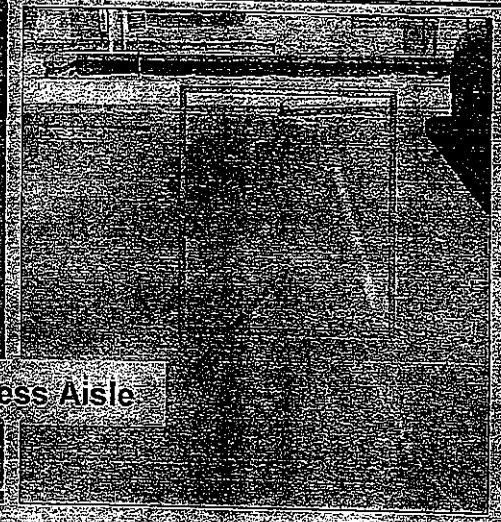
UFAS 4.6.3, Fig. 9 Parking Spaces

Parking spaces for disabled people shall be at least 96 in wide and shall have an adjacent access aisle 60 in wide minimum. Two accessible parking spaces may share a common access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

Attachment 7

ACCESSIBLE PARKING





UFAS 4.6.3, Fig. 9 Parking Spaces

Parking spaces for disabled people shall be at least 96 in wide and shall have an adjacent access aisle 60 in wide minimum. Two accessible parking spaces may share a common access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

	WIDTH	SLOPE	X-SLOPE	SLOPE	X-SLOPE
SPACE 1	138 ½"	4.7%	0.1%	2.3%	0.5%
ACCESS AISLE	137"	4.2%	1.3%	3.1%	1.6%
SPACE 2	137"	4.2%	1.1%	3.8%	1.2%

Attachment 6

ACCESSIBLE PARKING

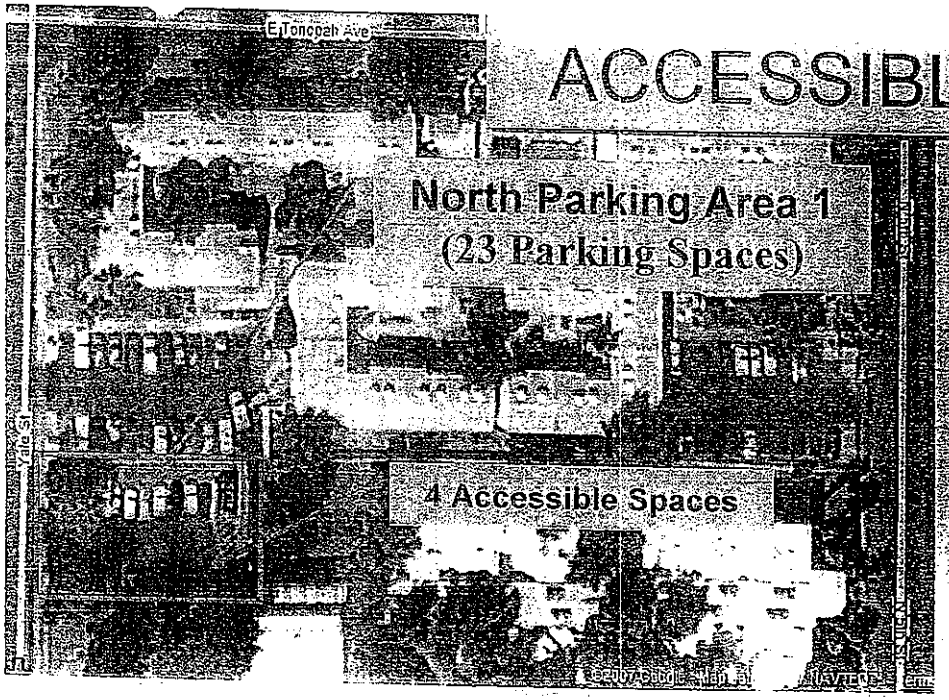
UFAS 4.6.3, Fig. 9 Parking Spaces

Parking spaces for disabled people shall be at least 96 in wide and shall have an adjacent access aisle 60 in wide minimum. Two accessible parking spaces may share a common access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

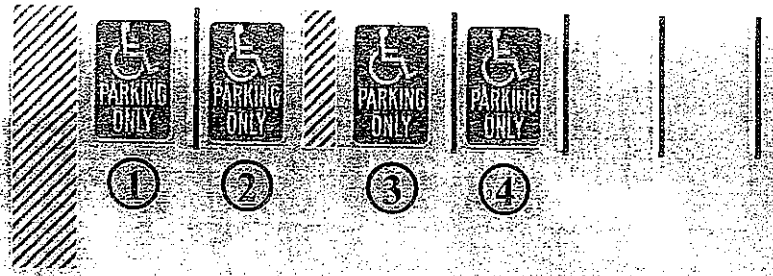
	WIDTH	SLOPE	X-SLOPE	SLOPE	X-SLOPE
SPACE 1	150"	1.3%	1.9%	2.9%	0.4%
SPACE 2	127"	1.9%	2.3%	0.4%	0.3%
ACCESS AISLE	60 ½"	0.6%	2.3%	2.4%	3.2%
SPACE 3	120 ½"	0.1%	1.5%	0.8%	0.5%
SPACE 4	153"	0.6%	2.2%	1.9%	0.2%

Attachment 5

ACCESSIBLE PARKING



4.6.1, 4.1.1(5)(a) Minimum Number
The Housing Authority Administrative Office north parking area contains twenty-three (23) parking spaces of which four (4) are designated for persons with disabilities.

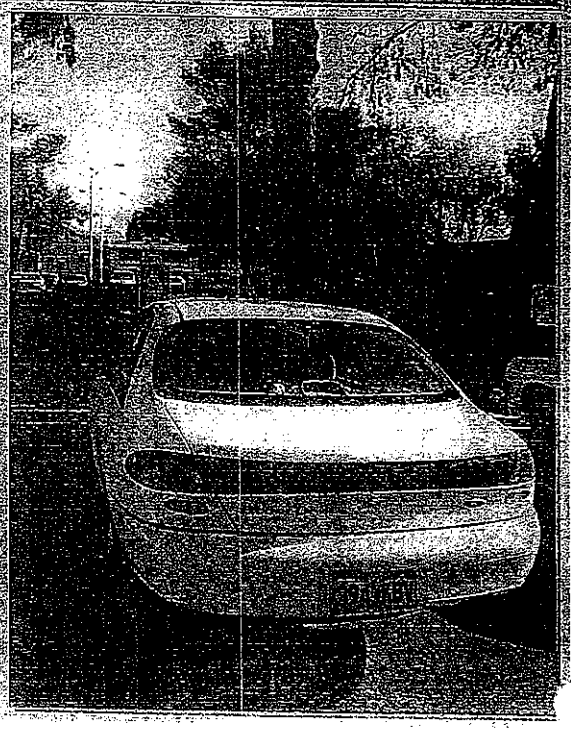


Attachment 4

E Tonopah Ave
E Tonopah Ave
Play Area
North Parking Area 2
North Parking Area 1
North Parking Area 3
Rose Garden (North)
North Las Vegas Housing Authority
Valley St
N 5th St
N 5th St

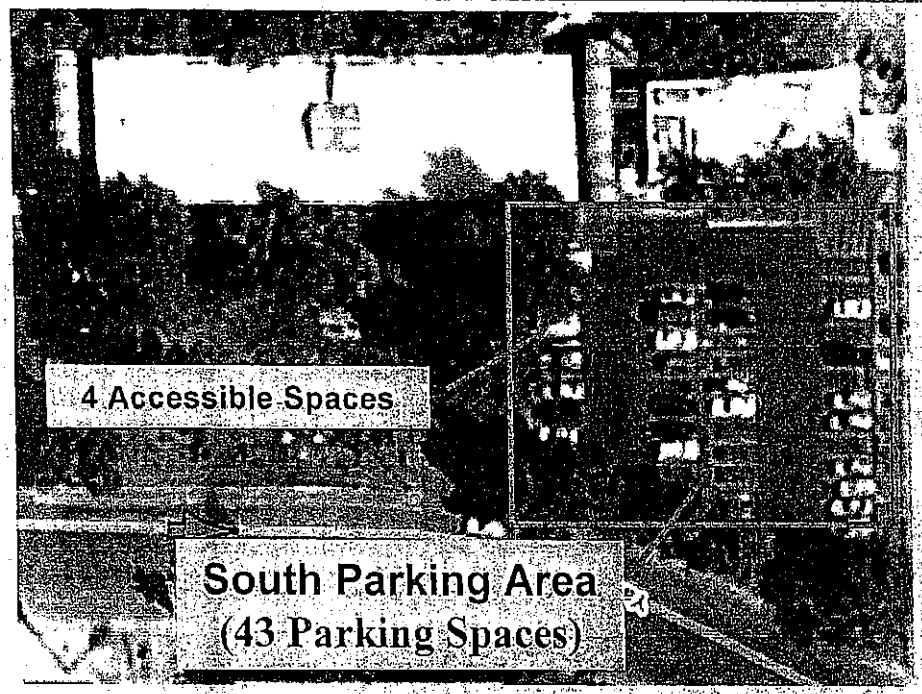
ACCESSIBLE PARKING

UFAS 4.6.4, Signage
Accessible parking spaces shall be designated as reserved for the disabled by a sign showing the symbol of accessibility (see 4.30.5). Such signs shall not be obscured by a vehicle parked in the space.



Attachment 3

ACCESSIBLE PARKING



UFAS 4.6.3, Fig. 9 Parking Spaces

Parking spaces for disabled people shall be at least 96 in wide and shall have an adjacent access aisle 60 in wide minimum. Two accessible parking spaces may share a common access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

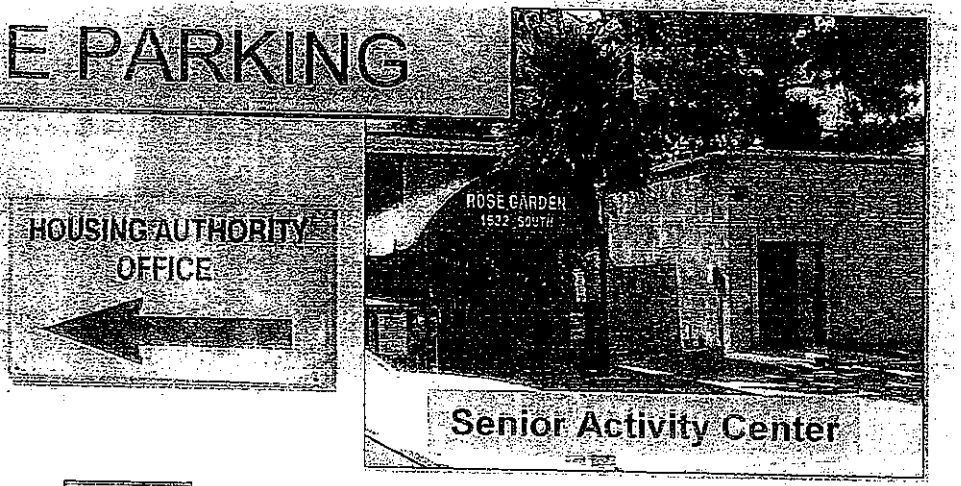
← Loading Zone

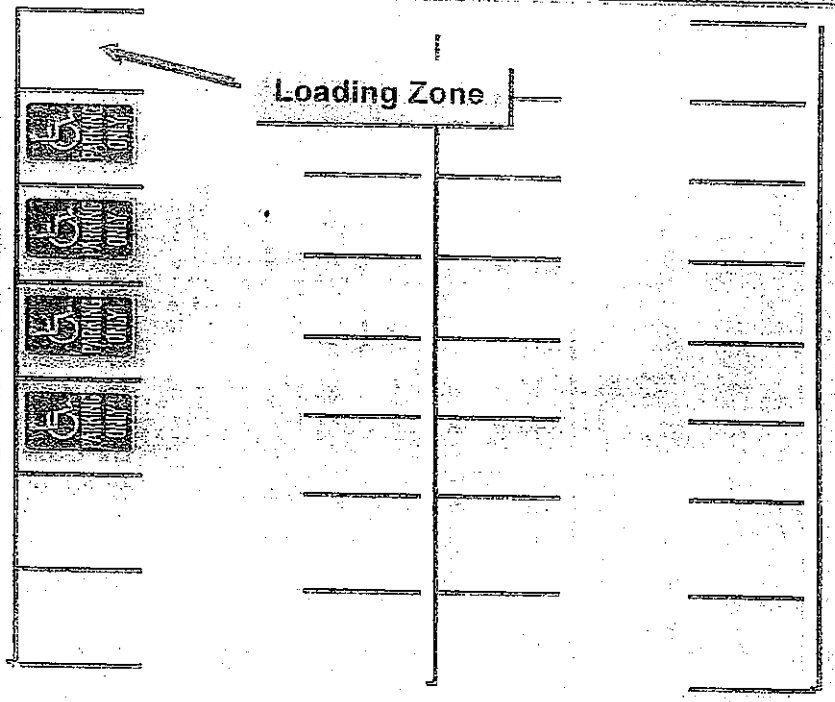
① ② ③ ④

	WIDTH	SLOPE	X-SLOPE	SLOPE	X-SLOPE
SPACE 1	153"	1.6%	0.1%	1.7%	0.5%
SPACE 2	152 ½"	0.5%	1.1%	1.4%	2.0%
SPACE 3	149 5/8"	0.1%	2.2%	3.6%	3.0%
SPACE 4	150 ¾"	1.0%	2.2%	3.2%	0.3%

Attachment 2

ACCESSIBLE PARKING

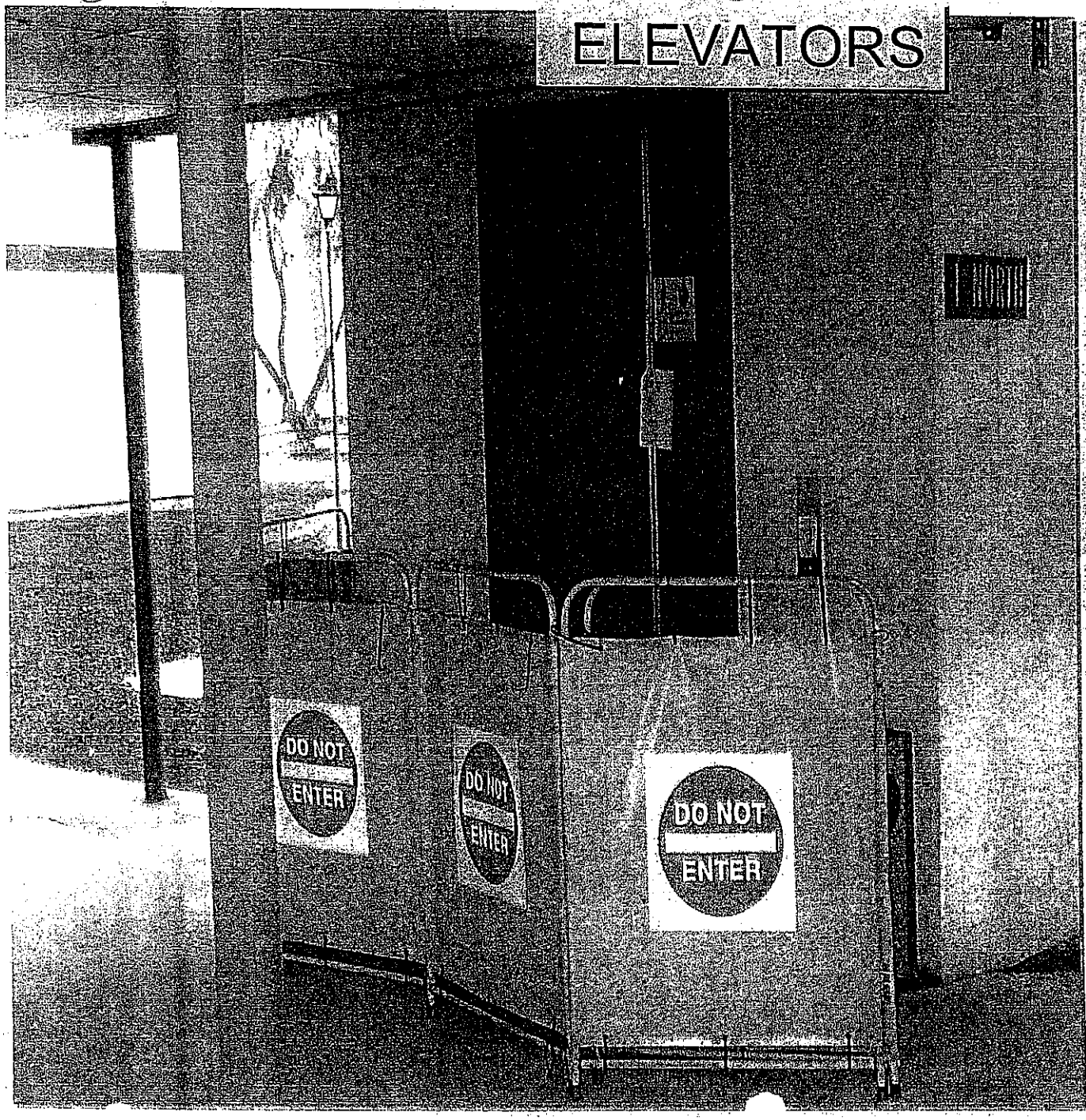


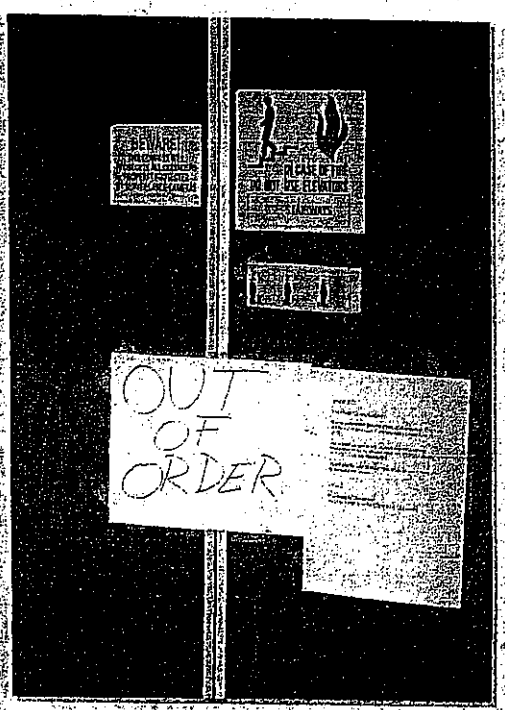


4.6.1.4.1.1(5)(a) Minimum Number
The Housing Authority Administrative Office south parking area contains forty-three (43) parking spaces of which four (4) are designated for persons with disabilities.

Attachment 1

ELEVATORS





June 8, 2007

Dear Rose Garden Residents:

Due to unforeseen circumstances, all elevators at 1852 Yale will be out of service until approximately Friday June 15, 2007.

We will advise you of any updates regarding service restoration on an as needed basis. We apologize for any inconvenience this has caused.

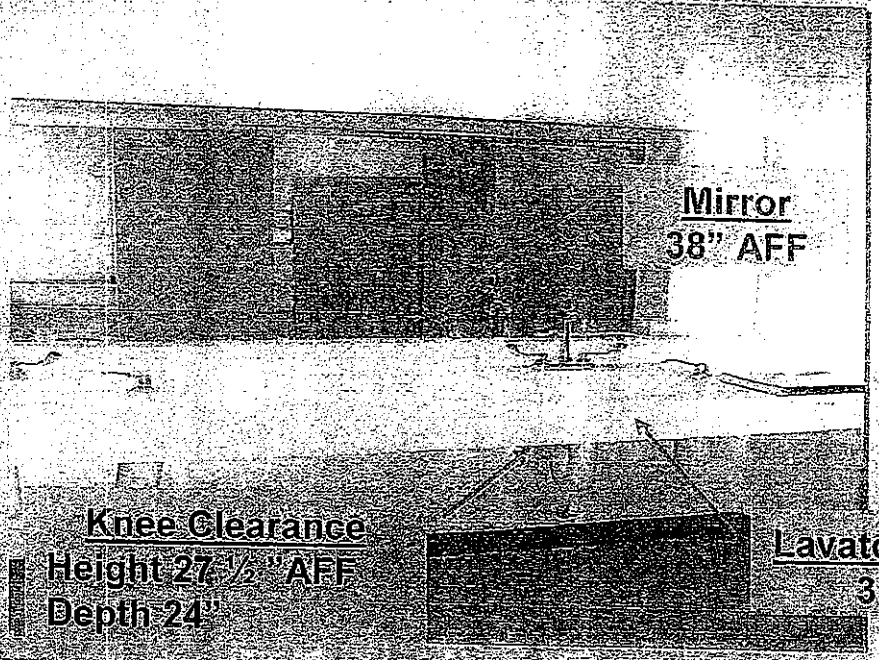
Thank you for your consideration while we make every effort to expedite the repairs.

Sincerely

Maintenance Department
Housing Authority of the City of North Las Vegas

Attachment 21

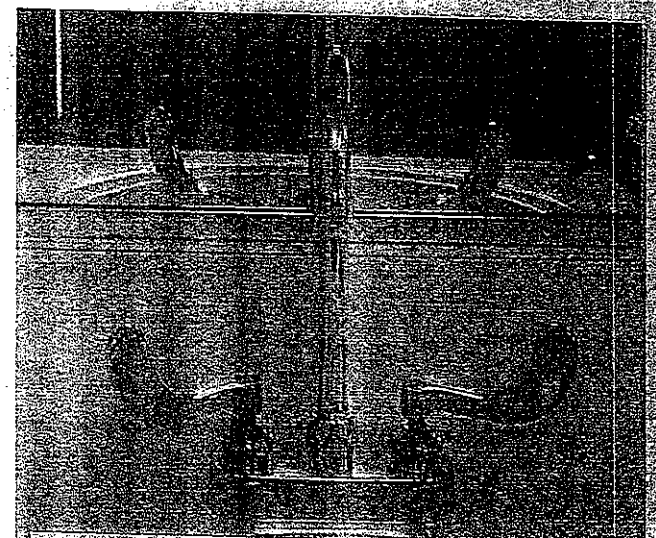
PUBLIC RESTROOMS



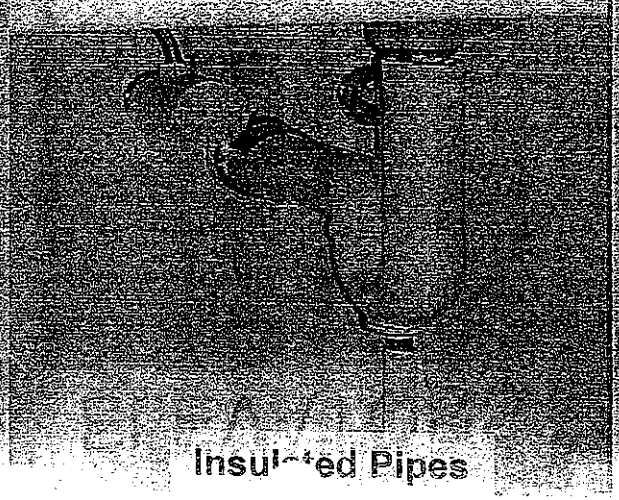
Mirror
38" AFF

Knee Clearance
Height 27 ½ "AFF
Depth 24"

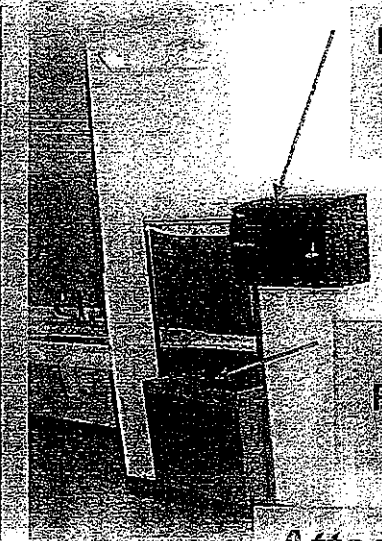
Lavatory Counter
33" AFF



Lever Operated Faucet Control



Insulated Pipes

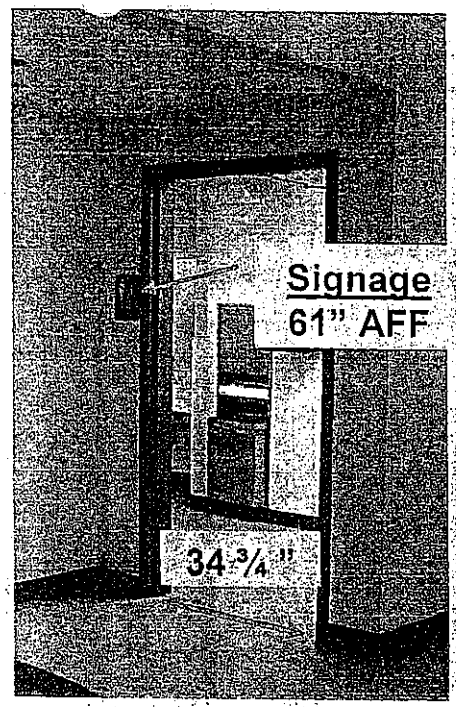


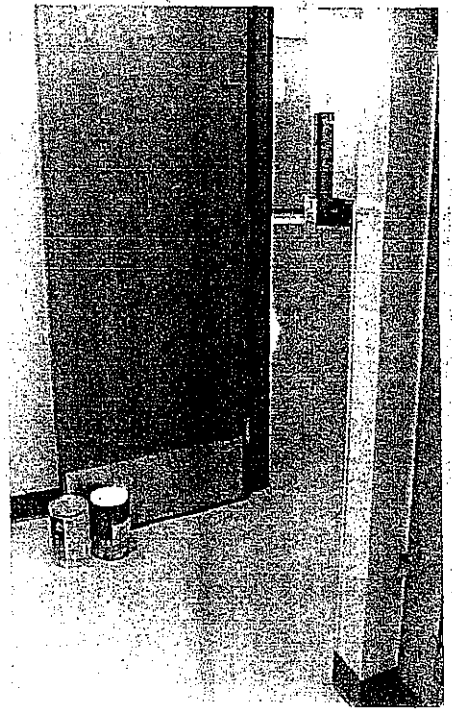
Paper Towel
Dispenser
54" AFF

Trash
Receptacle
41" AFF

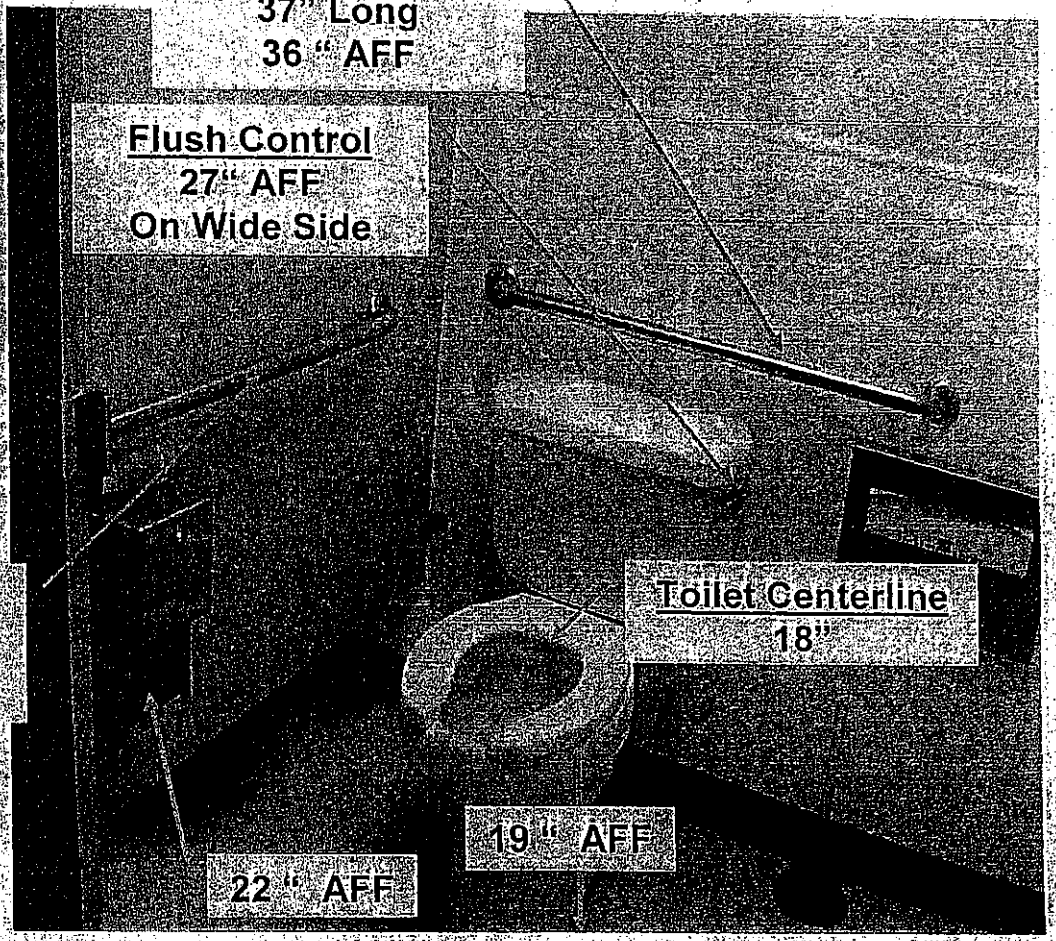
Attachment 20

PUBLIC RESTROOMS
(Youth Center)



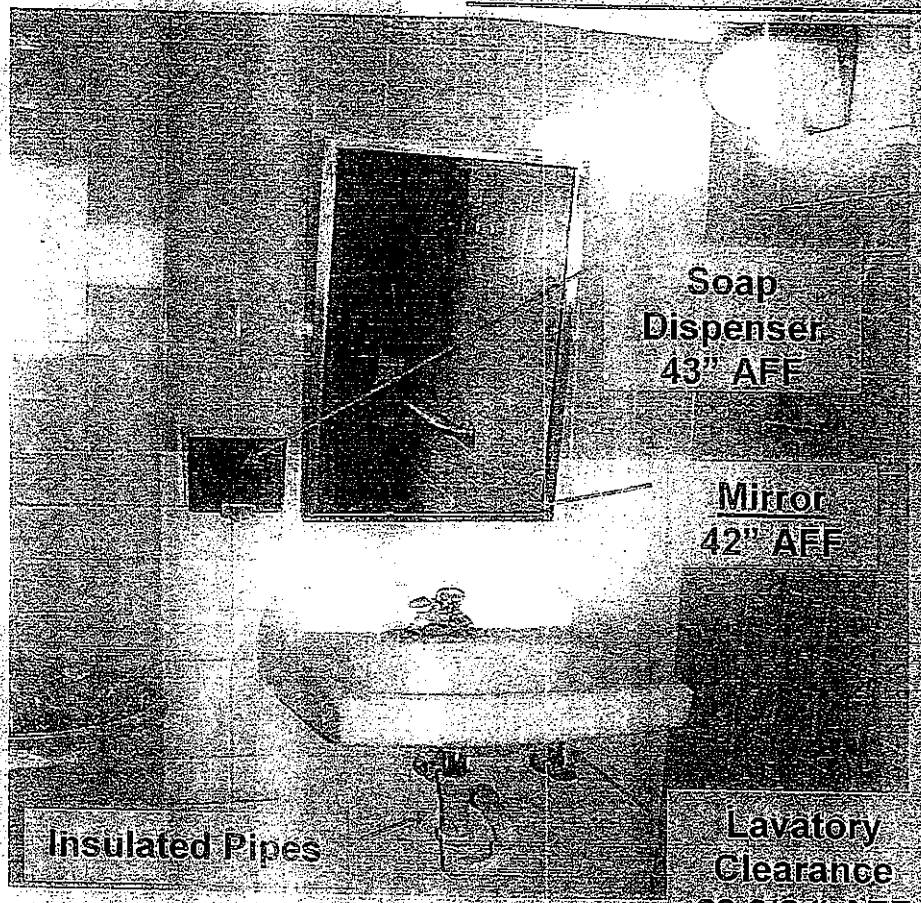


Side Grab Bar
42" Long
36" AFF



Attachment 19

PUBLIC RESTROOMS



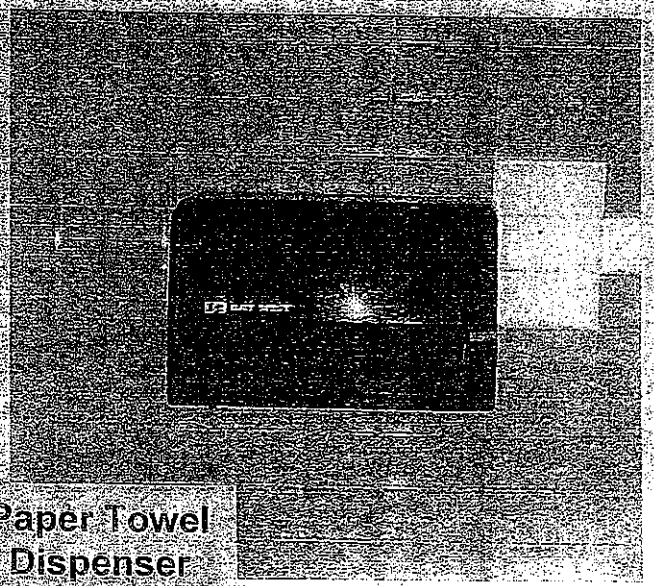
Soap Dispenser 43" AFF

Mirror 42" AFF

Lavatory Clearance 29 3/8" AFF

Insulated Pipes

Lever Operated Faucet Control

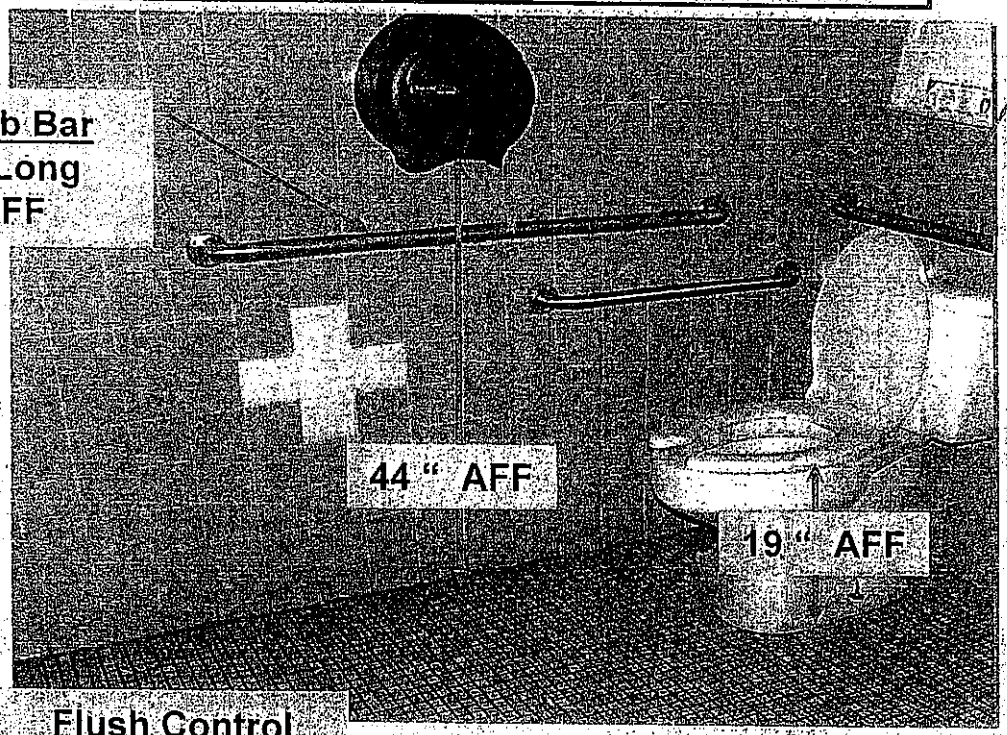


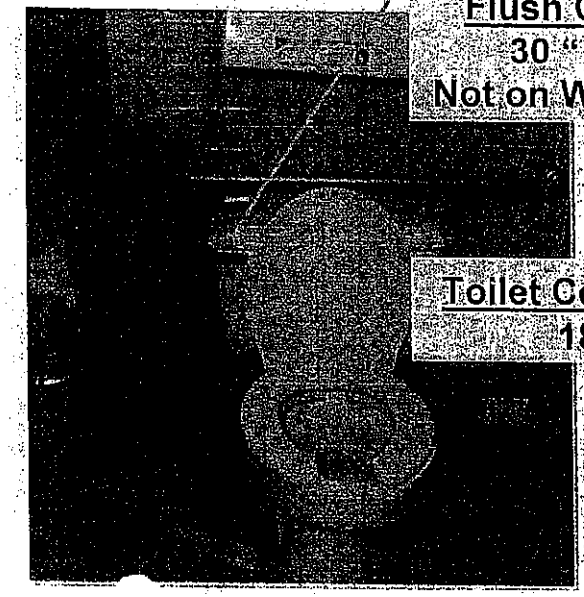
Paper Towel Dispenser 50 ½" AFF

4.19.6 Mirrors

Mirrors shall be mounted with the bottom edge of the reflecting surface no higher than 40 inches from the floor.

PUBLIC RESTROOMS





4.16.5* Flush Controls

Flush controls shall be hand operated or automatic and shall comply with 4.27.4. Controls for flush valves shall be mounted on the wide side of toilet areas no more than 44 in above the floor.

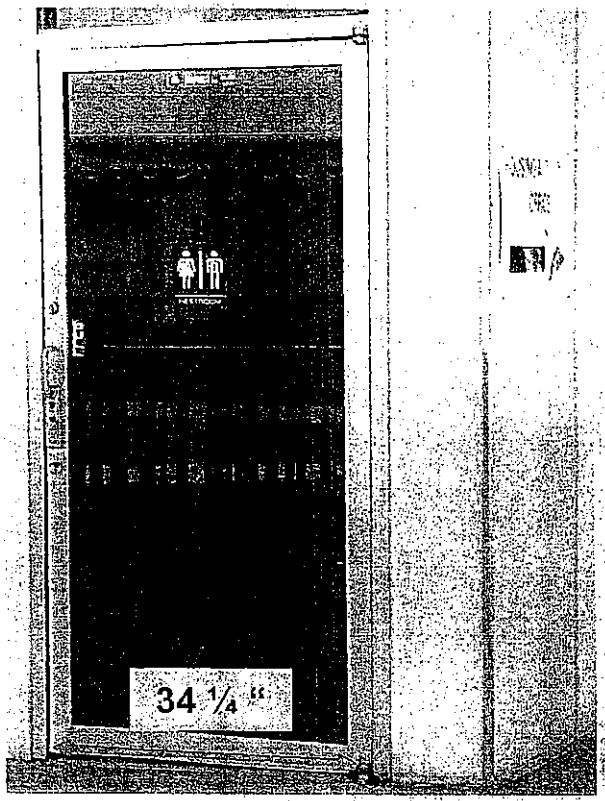
Attachment 17

PUBLIC RESTROOMS
(Administrative Office)

UFAS 4.13.6, Fig. 25(a), Maneuvering Clearances At Doors

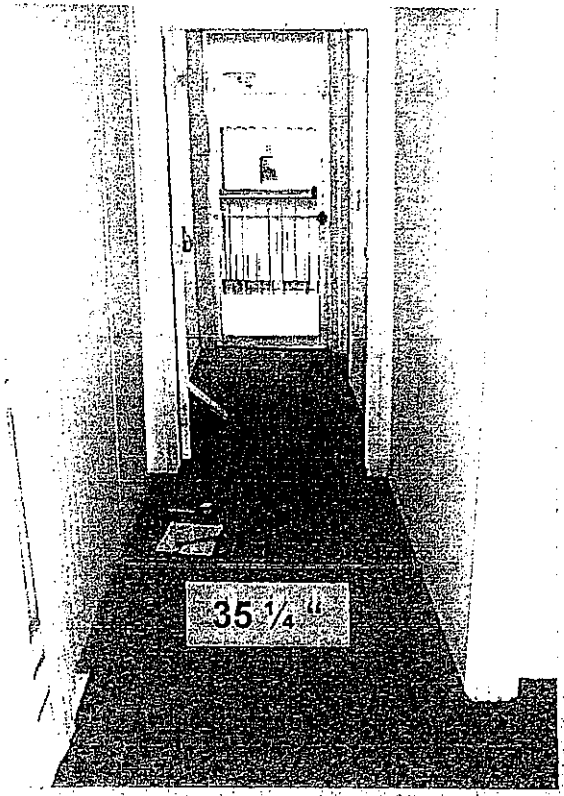
Front approaches to push side of swinging doors, equipped with both closer and latch, shall have maneuvering space that extends 12 in. minimum beyond the latch side of the door.

PUBLIC RESTROOMS



Door Width

Door Hardware



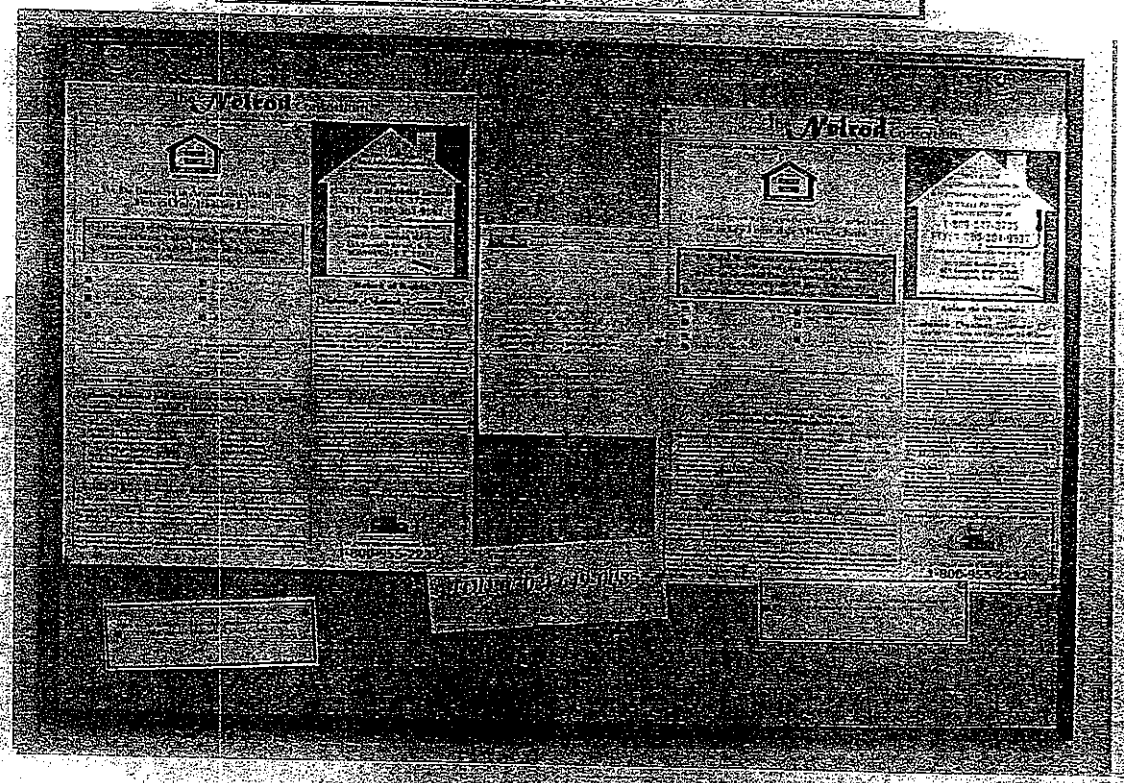
Corridor Width

Accessible Route 4.3.3 Width

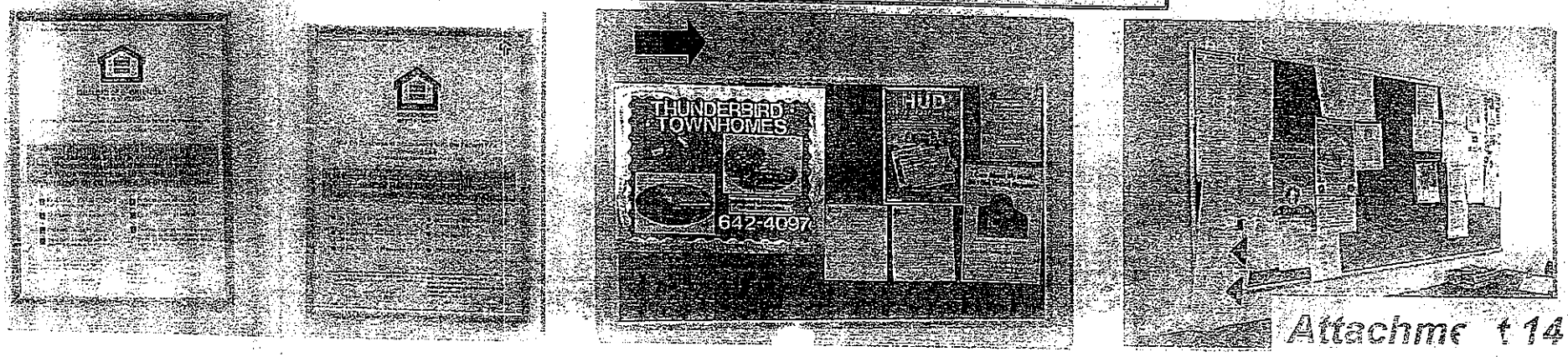
The minimum clear width of an accessible route shall be 36 in except at doors (see 4.13.5).

Attachment 15

PUBLIC OFFICES

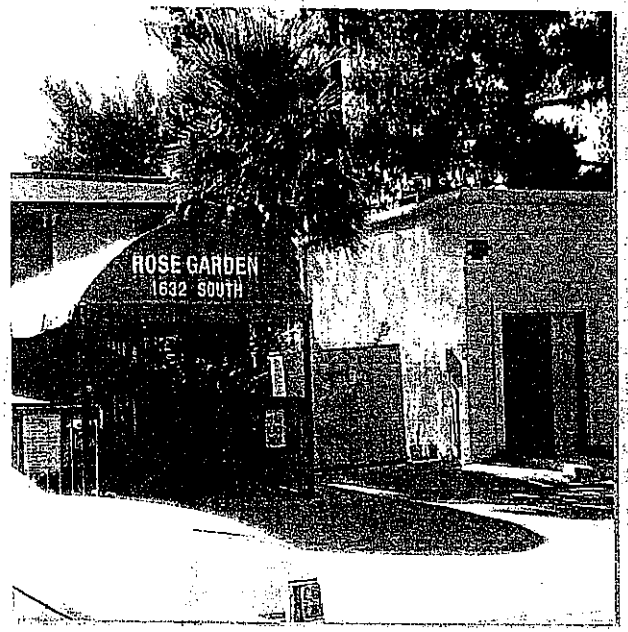


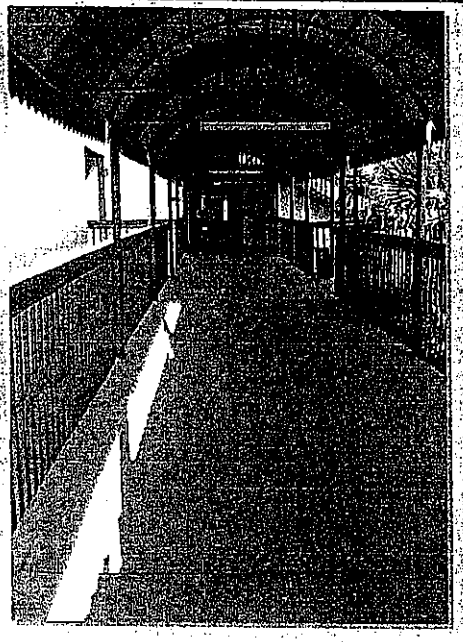
NONDISCRIMINATION NOTICES

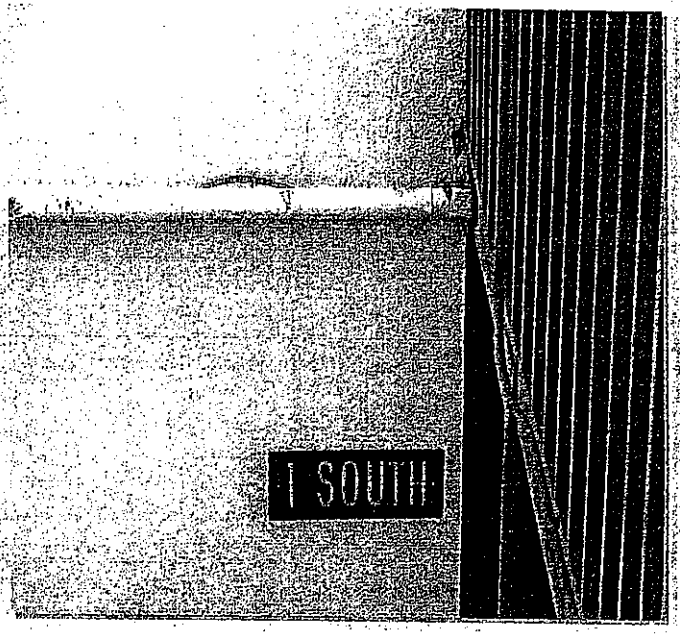


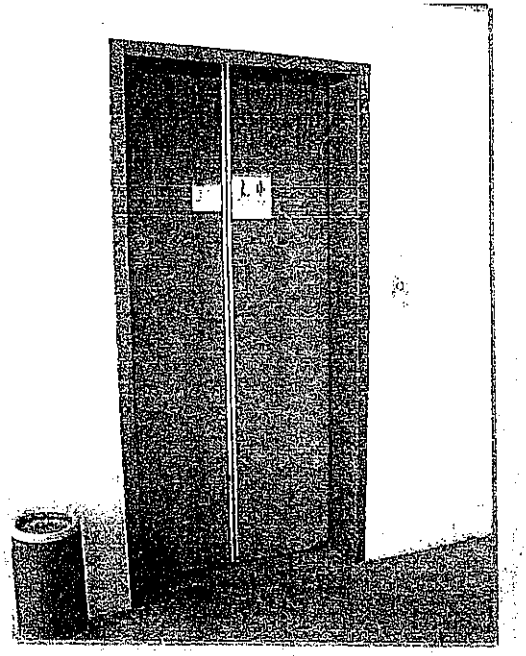
Attachment 14

ELEVATORS







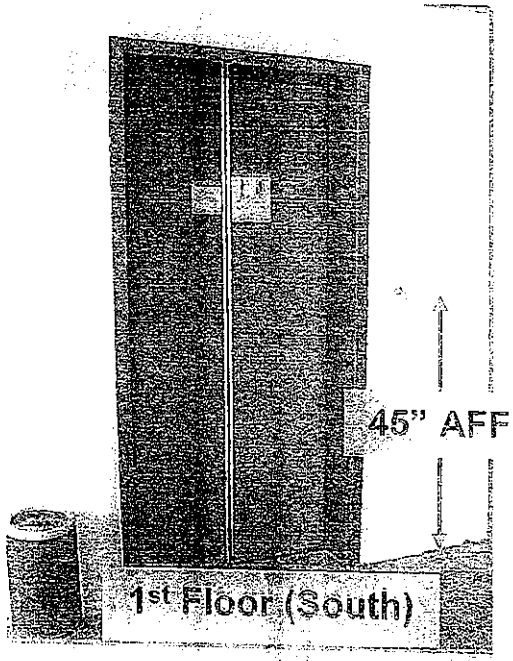


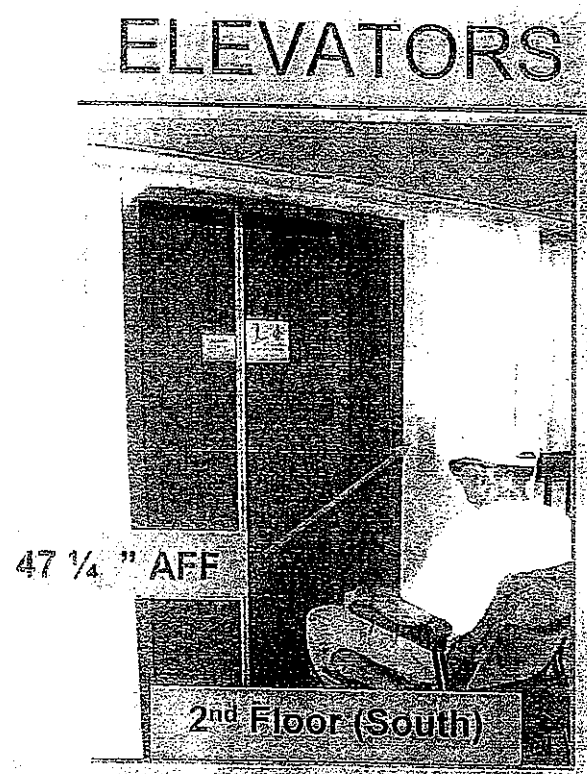
4.10 Elevators

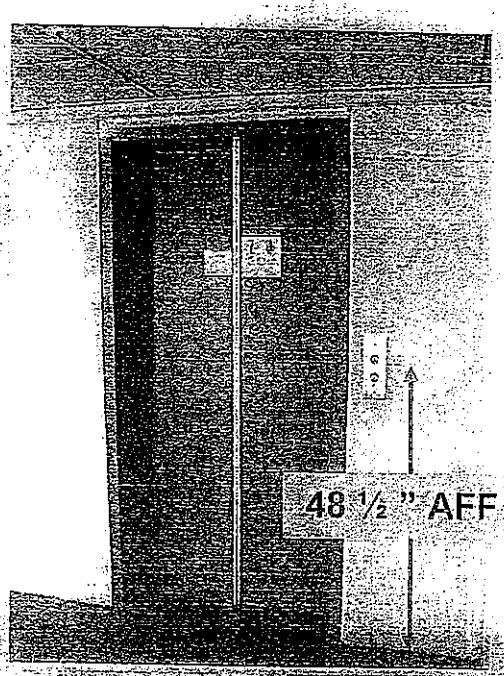
Accessible elevators shall be on an accessible route and shall comply with 4.10 Freight elevators shall not be considered as meeting the requirements of this section, unless the only elevators provided are used as combination passenger and freight elevators for the public and employees.

Attachment 21

ELEVATORS







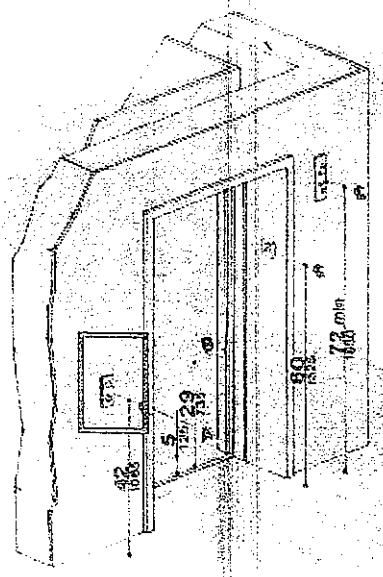


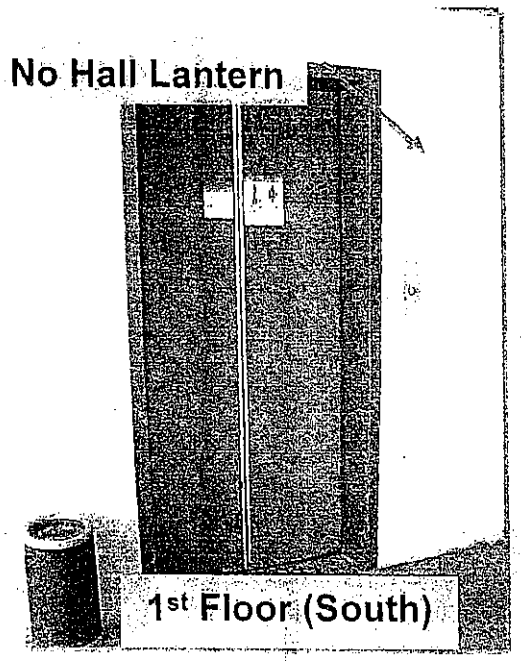
Figure 20
Hoistway and Elevator Entrances

4.10.3 Hall Call Buttons

Call buttons in elevator lobbies and halls shall be centered at 42 in above the floor. Such call buttons shall have visual signals to indicate when each call is registered and when each call is answered. Call buttons shall be a minimum of 3/4 in in the smallest dimension. The button designating the up direction shall be on top (see Fig. 20). Buttons shall be raised or flush. Objects mounted beneath hall call buttons shall not project into the elevator lobby more than 4 in.

Attachment 22

ELEVATORS



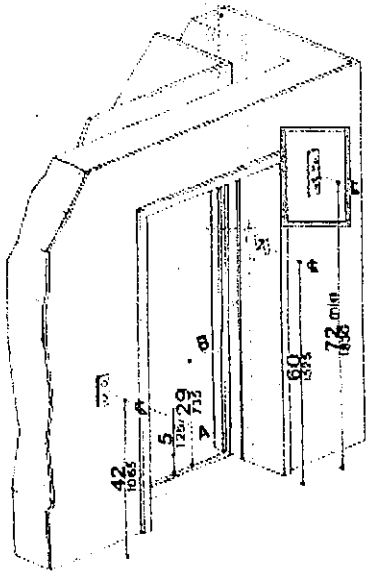


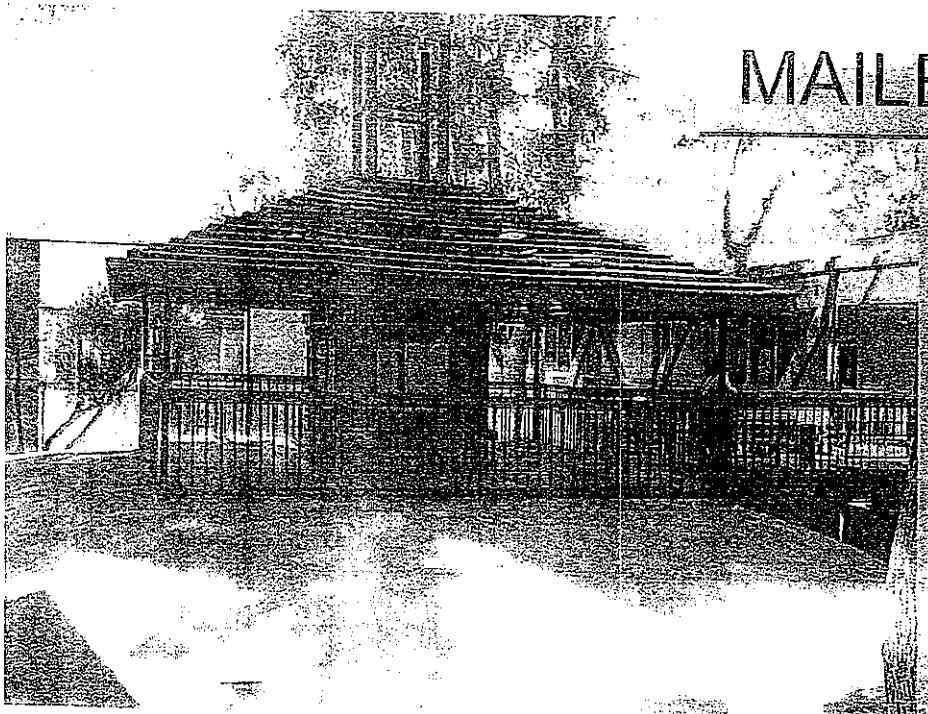
Figure 20
Hoistway and Elevator Entrances

UFAS 4.10.4 Hall Lanterns

A visible and audible signal shall be provided at each hoistway entrance to indicate which car is answering a call. Audible signals shall sound once for the up direction and twice for the down direction or shall have verbal annunciators that say "up" or "down." Visible signals shall be mounted so that their centerline is at least 72 in above the lobby floor, at least 2-1/2 inches in the smallest dimension and be visible from the vicinity of the hall call button. (See Fig. 20)

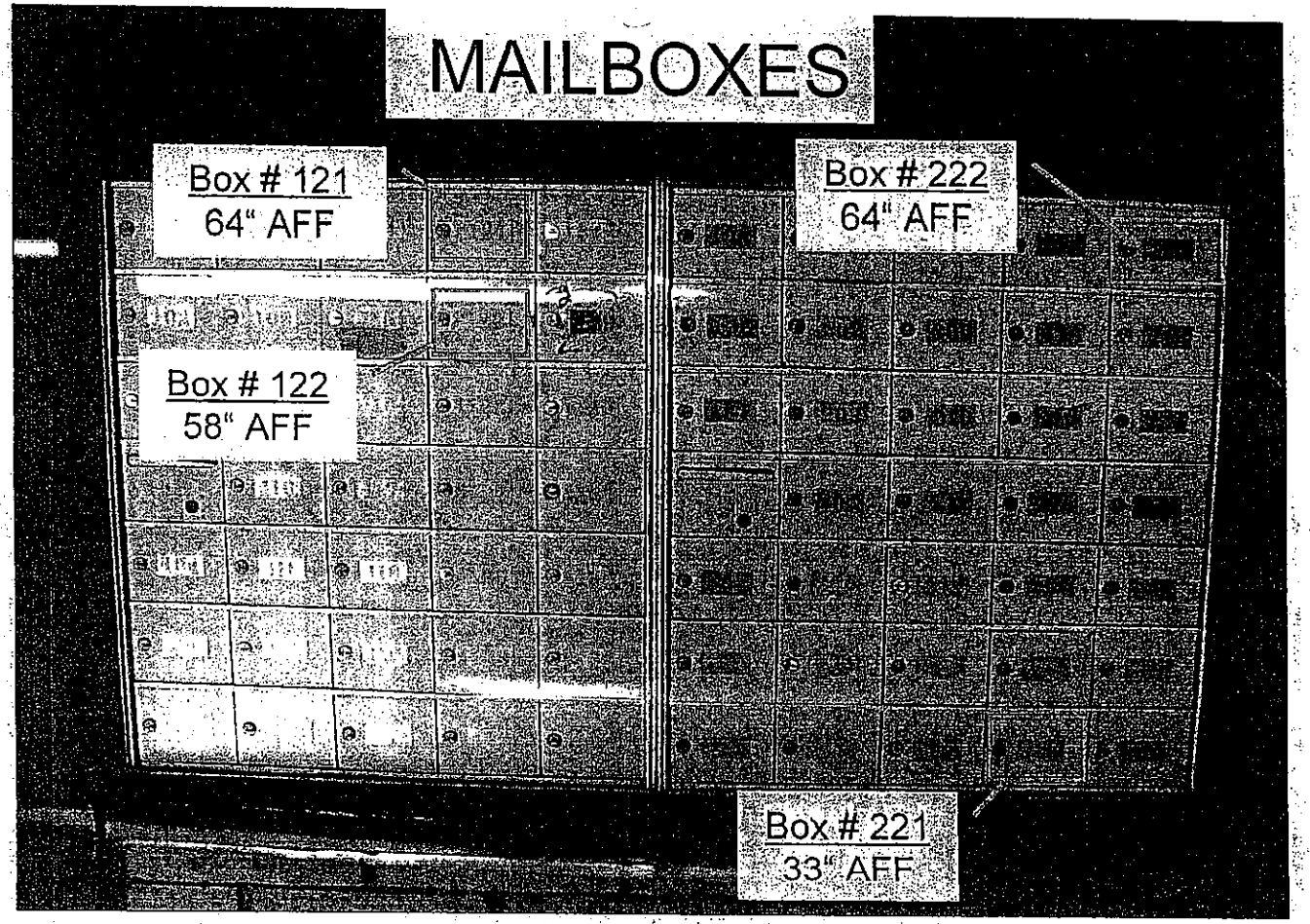
Attachment 23

MAILBOXES



UFAS 4.34 Dwelling Units, 4.32.2 (1) Minimum Requirements

An accessible dwelling unit shall be on an accessible route. An accessible dwelling unit shall have the following accessible elements and spaces as a minimum: (1) Common spaces and facilities serving individual accessible dwelling units (for example, entry walks, trash disposal facilities, and mail boxes) shall comply with 4.2 through 4.33.

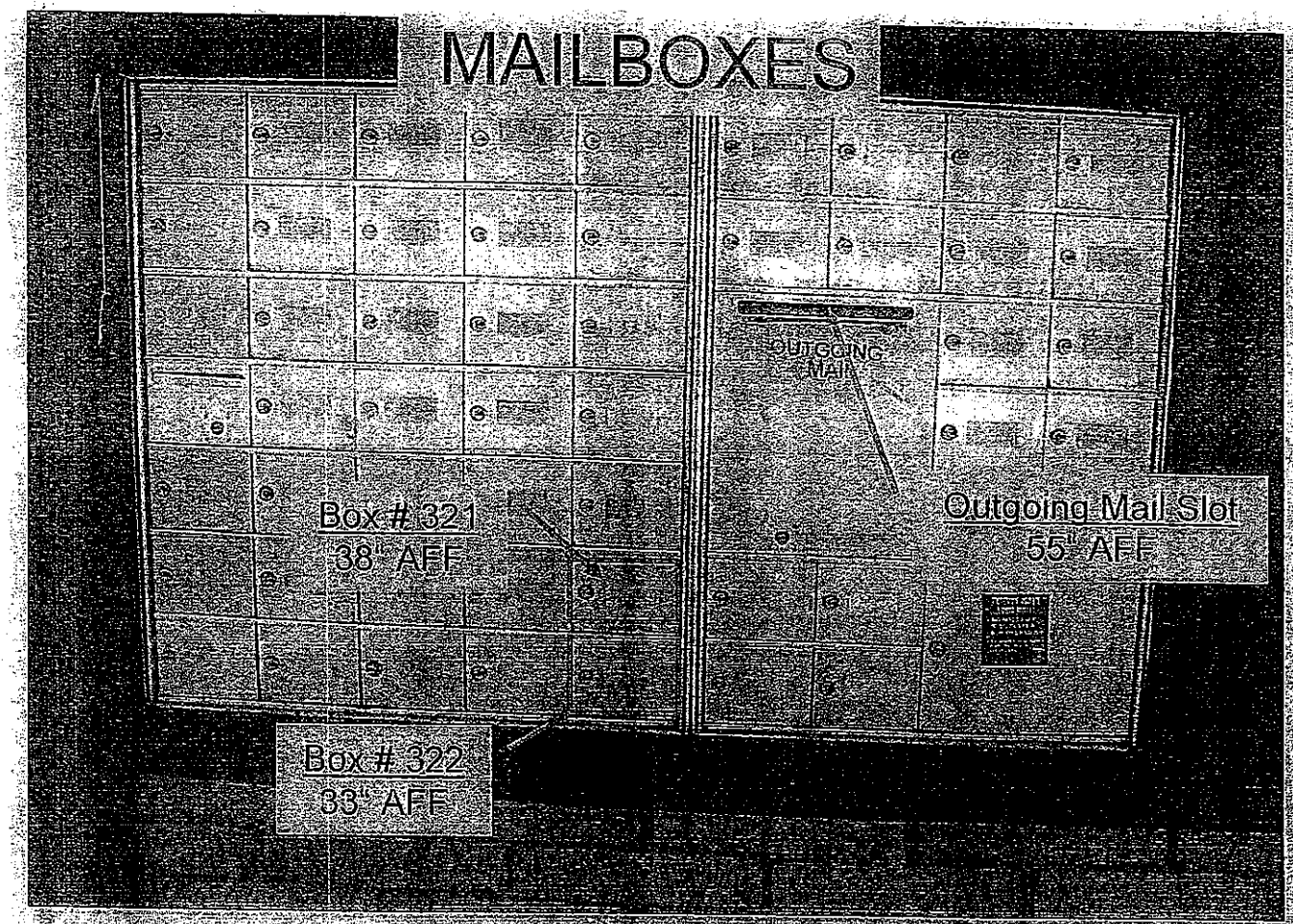


4.2.5 Forward Reach

If the clear floor space only allows forward approach to an object, the maximum high forward reach allowed shall be 48 in (see Fig. 5 (a)). The minimum low forward reach is 15 in.

4.2.6 Side Reach

If the clear floor space allows parallel approach by a person in a wheelchair, the maximum high side reach allowed shall be 54 in and the low side reach shall be no less than 9 in above the floor (Fig. 6 (a) and (b)).



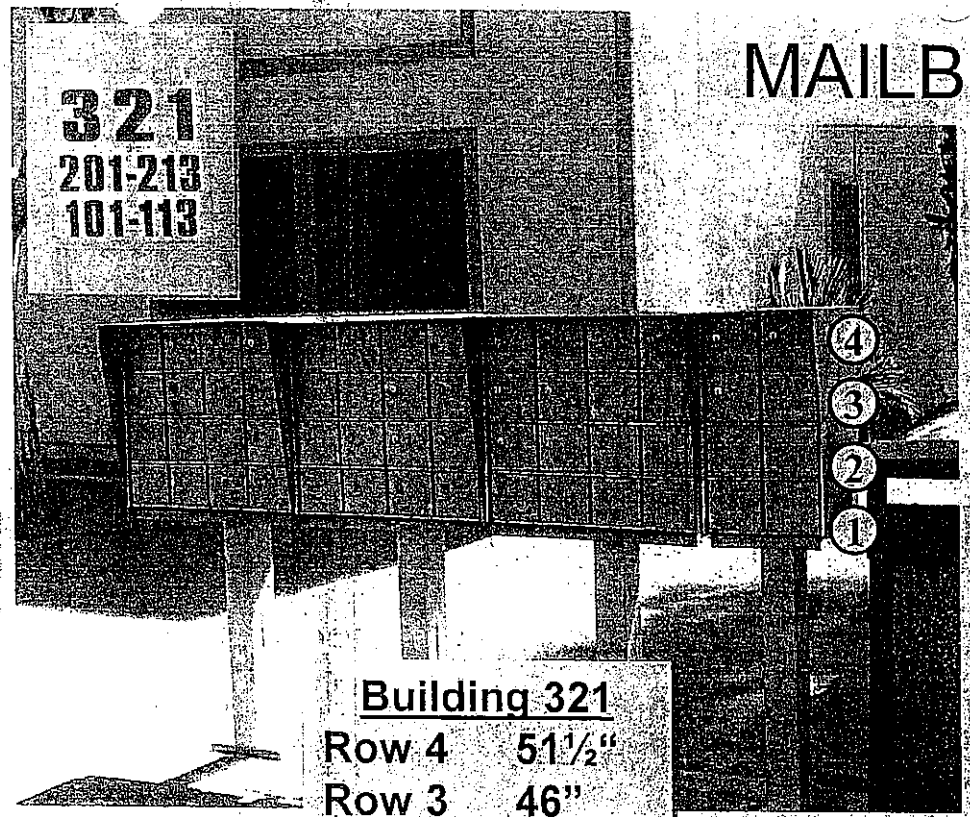
4.2.5 Forward Reach

If the clear floor space only allows forward approach to an object, the maximum high forward reach allowed shall be 48 in (see Fig. 5 (a)). The minimum low forward reach is 15 in.

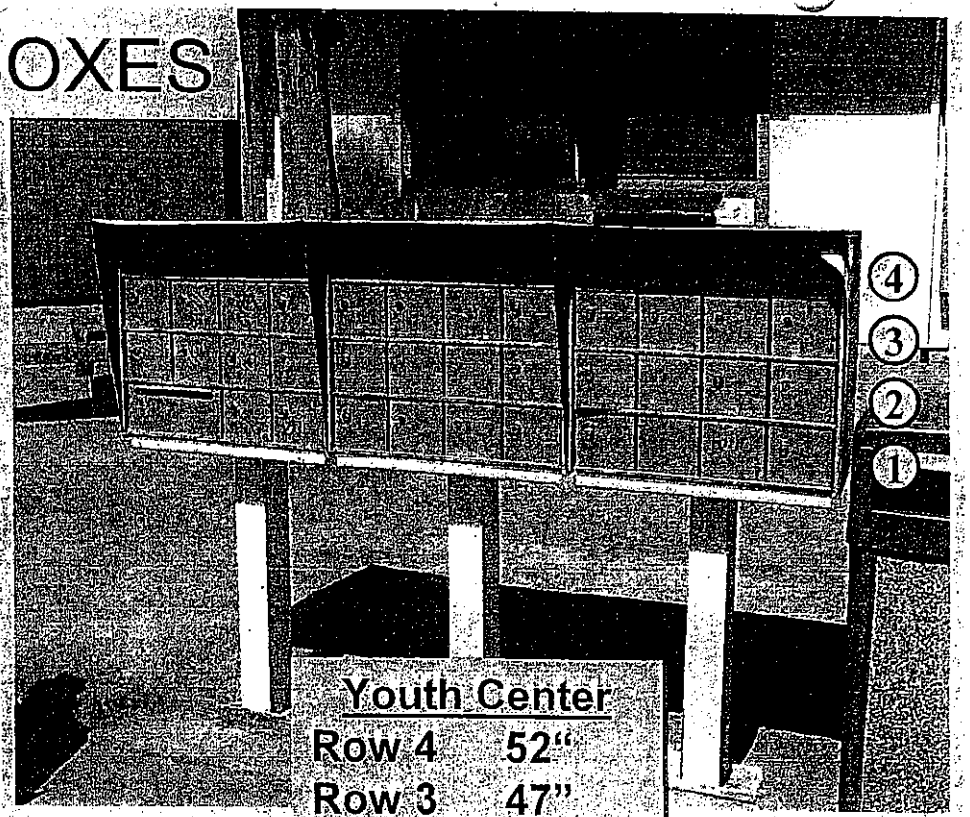
4.2.6 Side Reach

If the clear floor space allows parallel approach by a person in a wheelchair, the maximum high side reach allowed shall be 54 in and the low side reach shall be no less than 9 in above the floor (Fig. 6 (a) and (b)).

MAILBOXES



Building 321	
Row 4	51½"
Row 3	46"
Row 2	41"
Row 1	36"



Youth Center	
Row 4	52"
Row 3	47"
Row 2	41"
Row 1	36"

4.2.5 Forward Reach

If the clear floor space only allows forward approach to an object, the maximum high forward reach allowed shall be 48 in (see Fig. 5 (a)). The minimum low forward reach is 15 in.

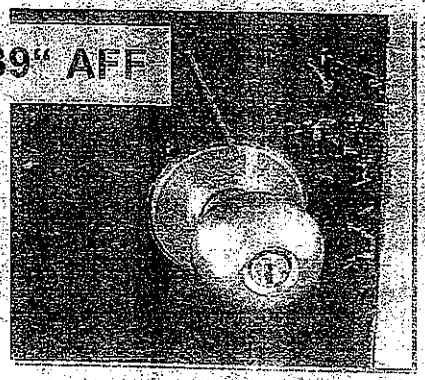
4.2.6 Side Reach

If the clear floor space allows parallel approach by a person in a wheelchair, the maximum high side reach allowed shall be 54 in and the low side reach shall be no less than 9 in above the floor (Fig. 6 (a) and (b)).

Attachment 27

LAUNDRY FACILITIES

(2nd Floor North)



Knob v. Lever Handle

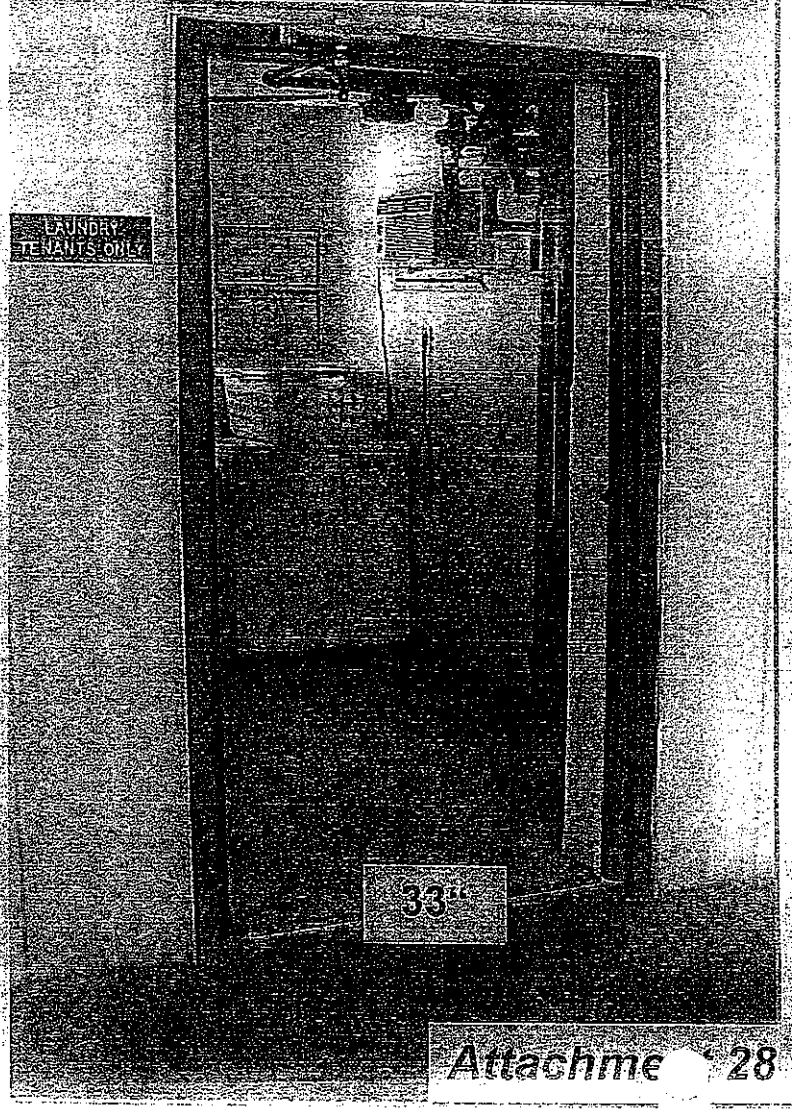
4.13.9 Door Hardware

Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs.

4.13.11 (2)(b) Door Opening Force

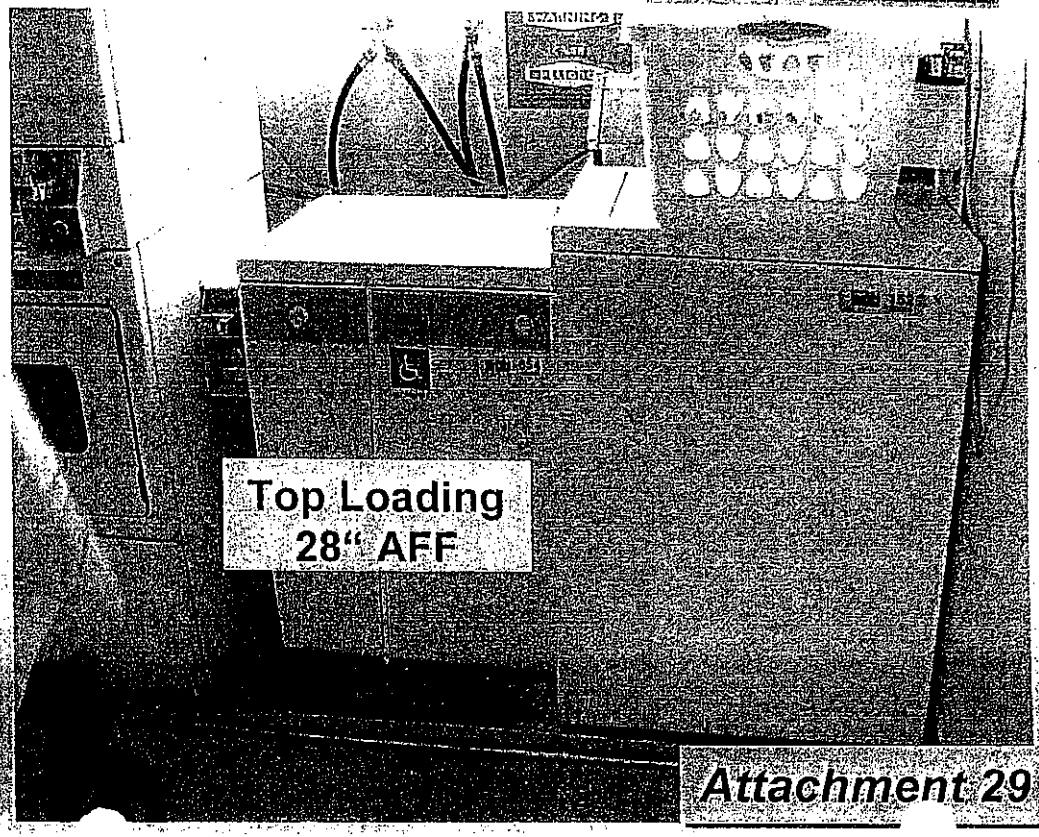
The maximum force for pushing or pulling open a door shall be as follows:
(b) interior hinged doors: 5 lbf

Door Opening Force
12 lbf.



LAUNDRY FACILITIES
(2nd Floor North)

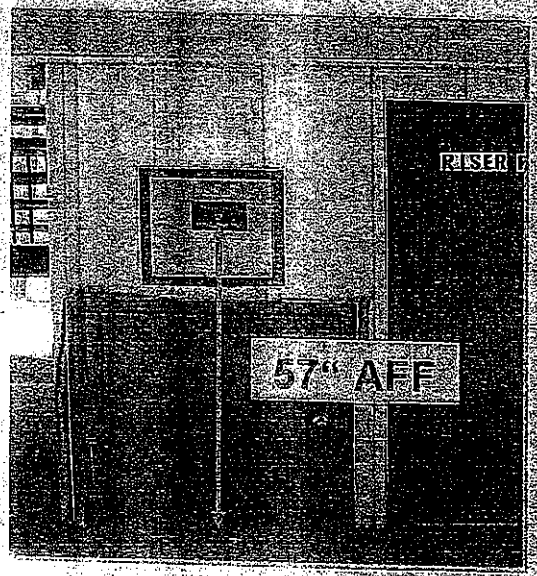
4.34.7.2 Washing Machines and Clothes Dryers
Washing machines and clothes dryers in common use laundry rooms shall be front loading.



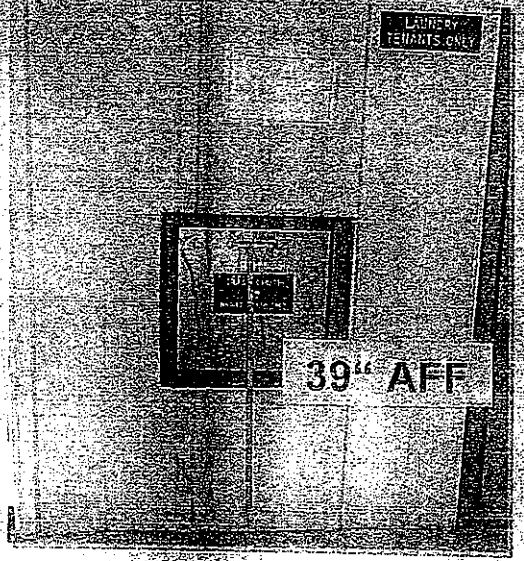
Attachment 29

COMMON SPACES/FACILITIES

(Trash Receptacles)

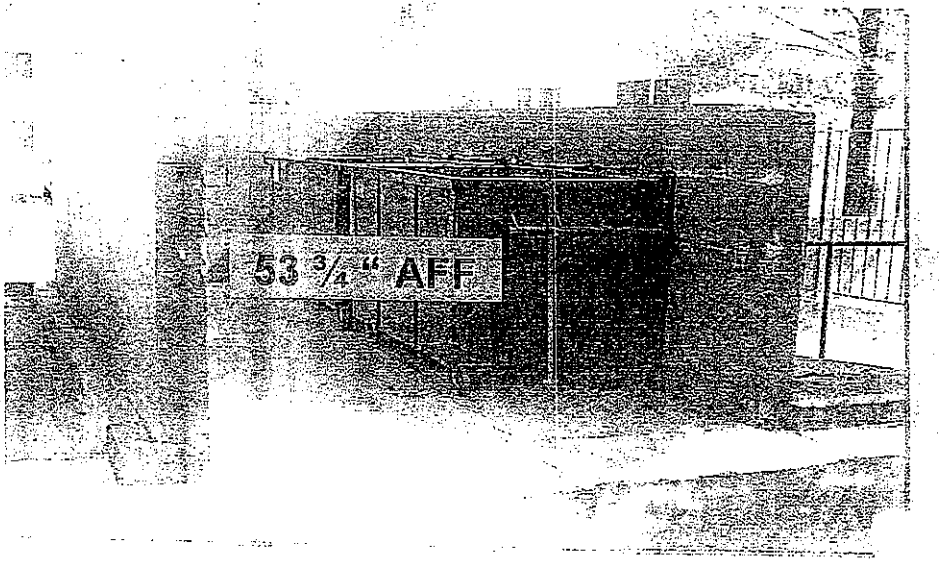


1st Floor
North Rose Garden



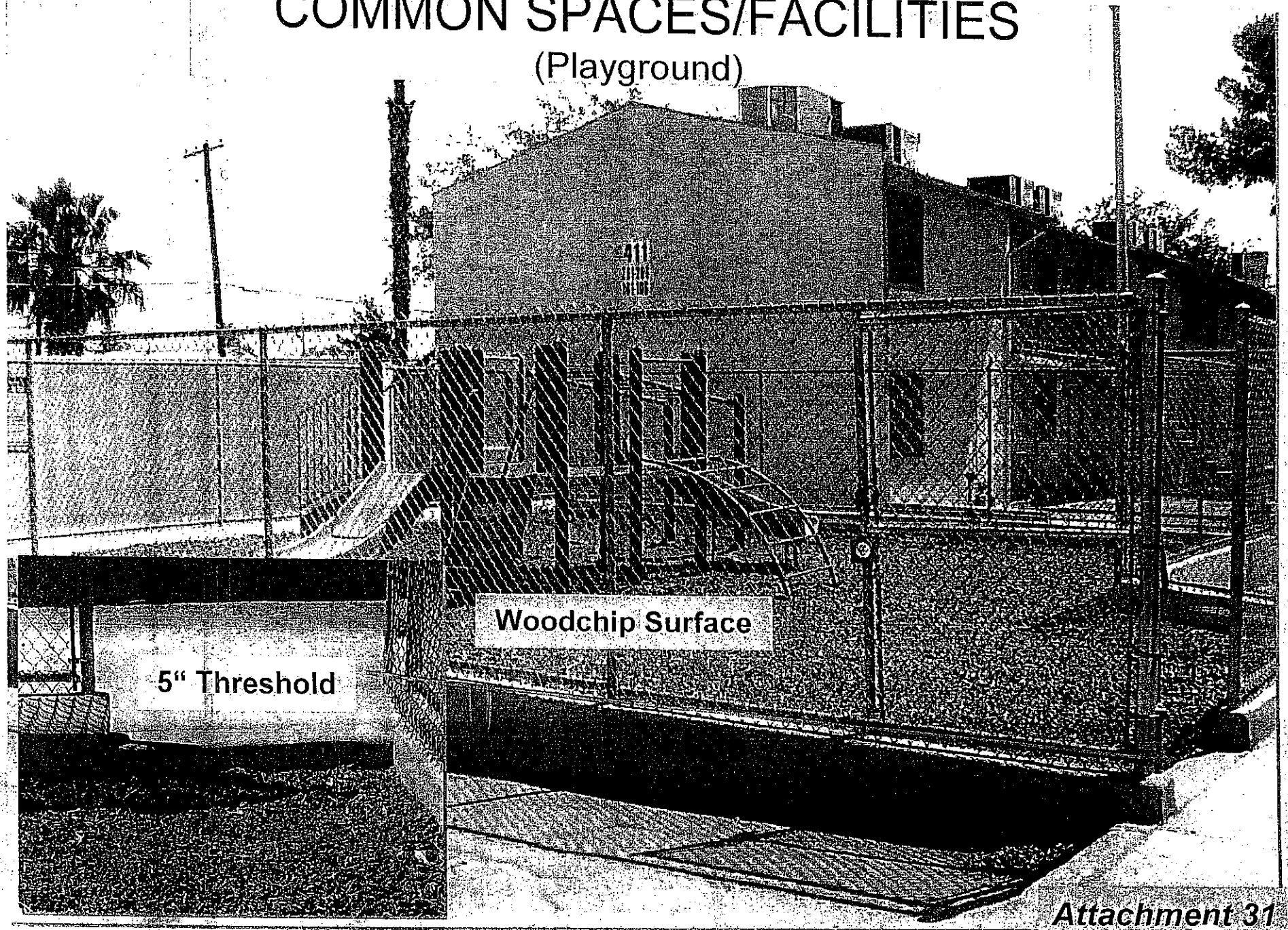
2nd Floor
North Rose Garden

3rd Floor
North Rose Garden



COMMON SPACES/FACILITIES

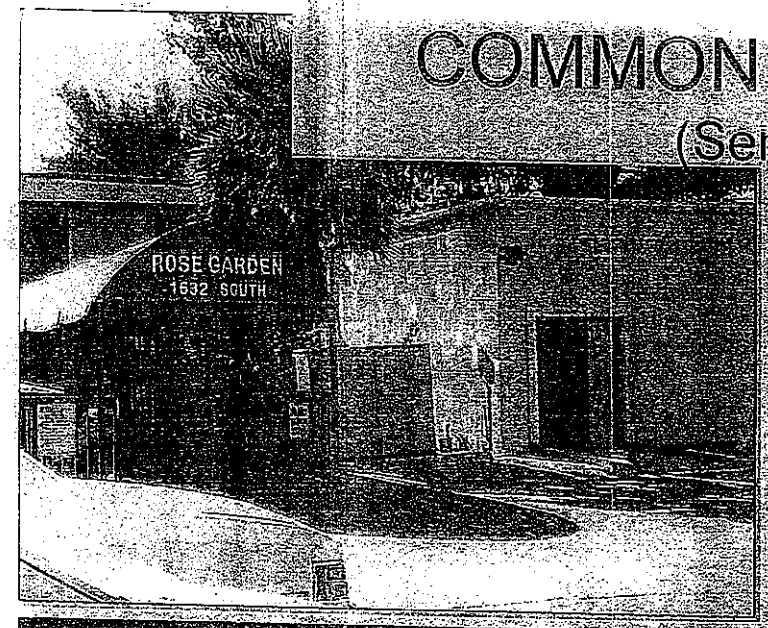
(Playground)

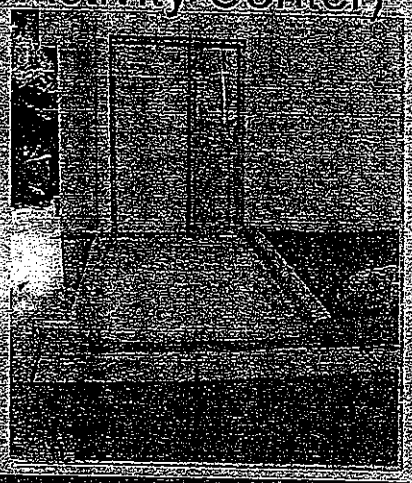


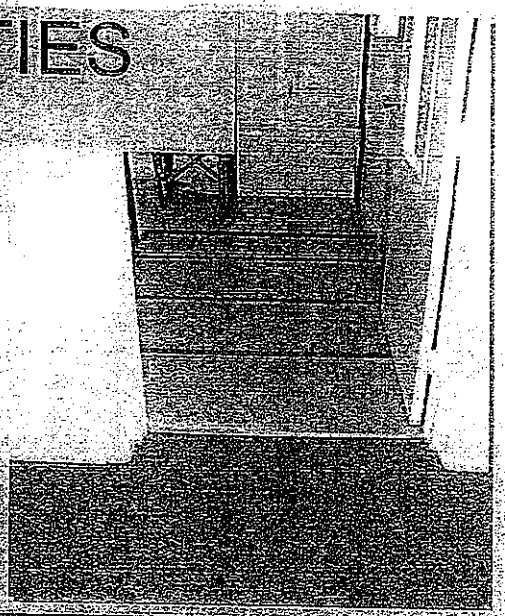
Attachment 31

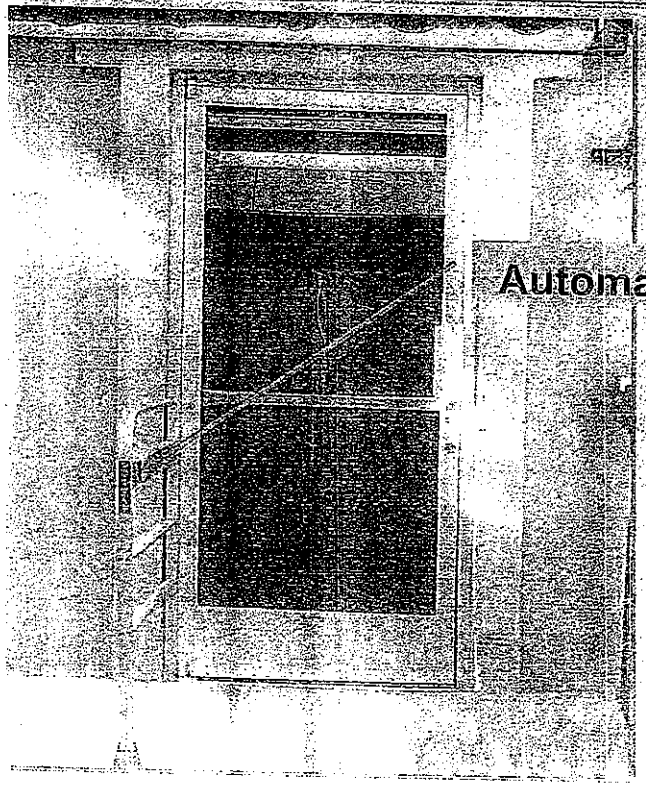
COMMON SPACES/FACILITIES

(Senior Activity Center)



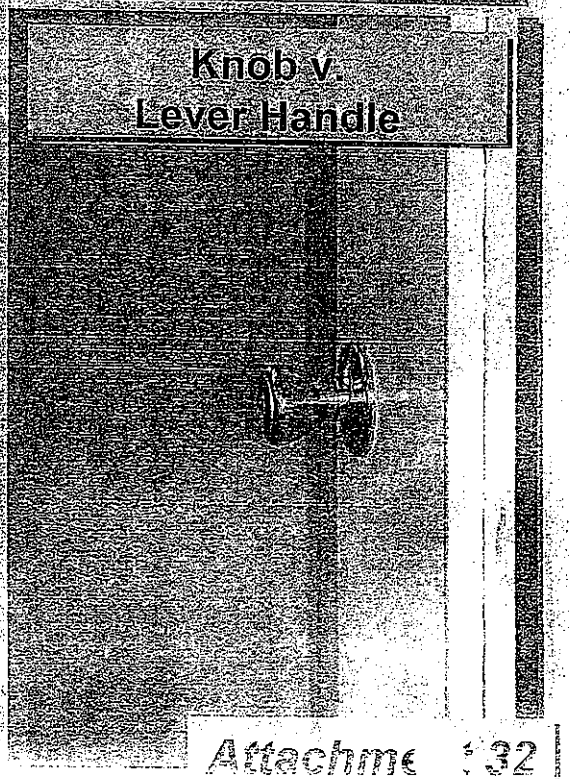




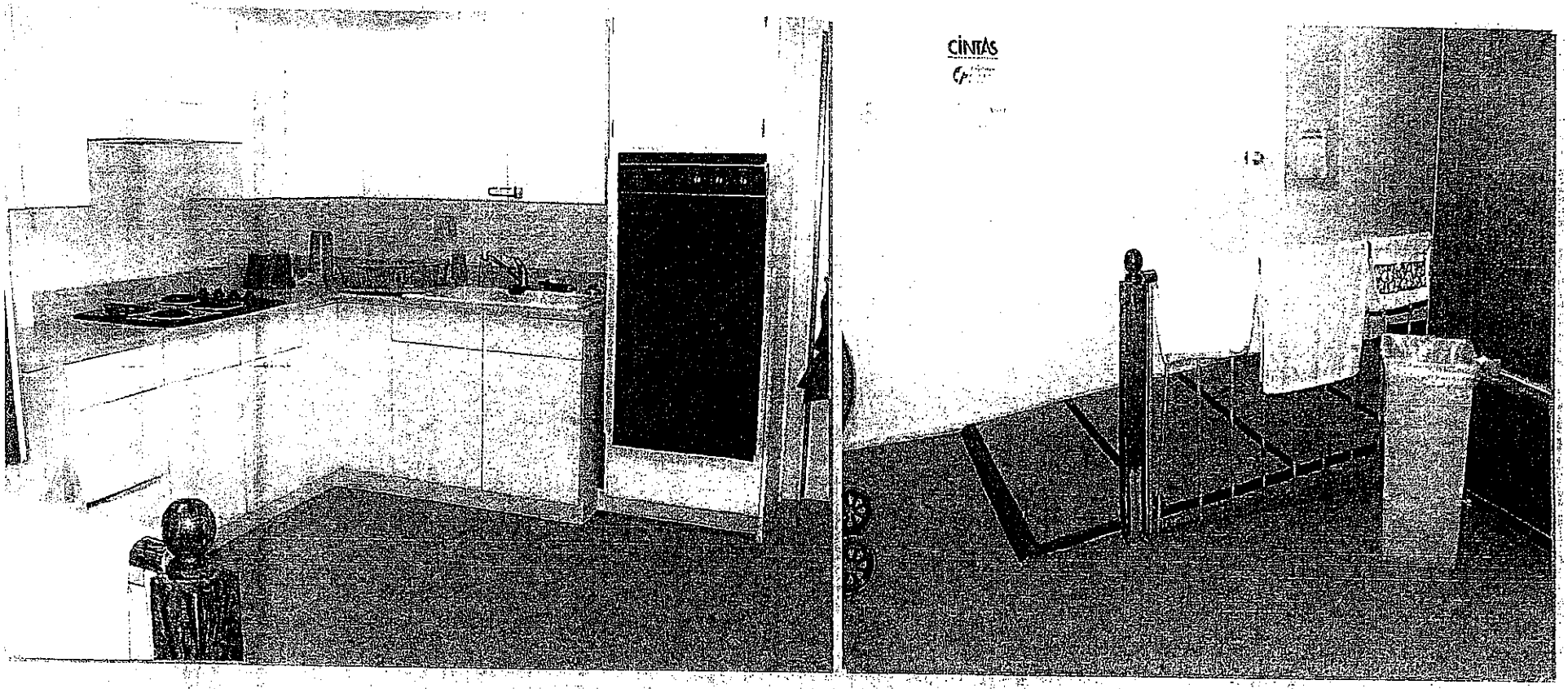


Automatic Door

Knob v.
Lever Handle



COMMON SPACES/FACILITIES
(Senior Activity Center)



Attachment 32

WORTH US FEARS

HOUSING

AUTHORITY

TAB 5

NV007M01

AGREEMENT FOR

VOLUNTARY COMPLIANCE

WITH

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

AND

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

BETWEEN THE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

AND THE

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
1632 YALE STREET
NORTH LAS VEGAS, NV 89030

CASE NUMBER: 09-07-R-0007-6 (Title VI)
09-07-R-0007-4 (Section 504)

I. INTRODUCTION

The United States Department of Housing and Urban Development (hereinafter referred to as the Department or HUD) pursuant to its law enforcement responsibilities under Title VI of the Civil Rights Act of 1964, as amended (hereinafter referred to as Title VI), and the Rehabilitation Act of 1973, as amended (hereinafter referred to as Section 504), conducted a compliance review of the Federally assisted housing programs administered by the Housing Authority of the City of North Las Vegas (hereinafter referred to as the Housing Authority or Recipient).

The Department conducted an on-site review of the Housing Authority during the period June 11-15, 2007. The areas reviewed included Outreach and Marketing, Applications, Tenanting, Section 504 program requirements, and a Limited Accessibility Analysis. The review disclosed that the housing programs are administered in general compliance with statutory provisions contained in Title VI and Section 504. However, the Department found that the Housing Authority was in preliminary non-compliance with particular provisions of the Codes of Federal Regulations (CFR) that implement Title VI (24 CFR Part 1) and Section 504 (24 CFR Part 8). Specifically, the Department found that the Housing Authority was administering its programs in Preliminary Non-Compliance with the following: (1) 24 CFR 8.4(b)(4)(ii), prohibition against use of criteria or methods of administration impeding participation by persons with disabilities; 24 CFR 1.6(b), 8.55(b), and 121, record-keeping provisions; 24 CFR 8.27, identifying need for accessible units and offering such units; 24 CFR 8.4, impeding participation by persons with disabilities; 24 CFR 1.4(b)(2)(ii), assigning LIPH units from the LIPH waiting list; 24 CFR 8.53(a), Section 504 Coordinator; and, 24 CFR 8.54(b), Non-discrimination Notice. Additionally, the Department had a number of programmatic concerns regarding the Housing Authority's administration of the program in areas that were reviewed.

The parties agree that nothing contained in this agreement shall be construed to be a final finding or determination by the Department that the Housing Authority or any of its agents or employees intentionally engaged in unlawful practices that may have had the effect of illegally discriminating on the basis of race, color, national origin or disability. The parties agree that nothing contained in this document shall be construed as an admission of liability or an admission of having acted in violation with respect to the Department's preliminary findings by the Housing Authority or any of its agents or employees.

Nothing in this Agreement is intended to confer on any non-signatory third party a right to sue for an alleged breach of this Agreement, and the parties expressly intend to preclude the interference of any alleged third-party beneficiary rights.

The Department and the Housing Authority hereby agree that this Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 504, the Fair Housing Act, or any other Federal, State or local civil rights statute or authority with respect to any current, on-going or future

actions. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

The Department and the Housing Authority of the City of North Las Vegas, having agreed to settle and resolve voluntarily the Department's preliminary findings without the necessity of formal evidentiary hearings or other judicial processes, hereby agree and consent to the terms of this Agreement.

II. GENERAL PROVISIONS

A. With respect to any housing accommodations, facilities, services, financial aid, or other benefits related to the Housing Authority's programs, the Housing Authority, its officers, trustees, directors, agents, employees, successors, and all persons in active concert or participation with any of them, agree to refrain from any acts that have the purpose of subjecting qualified persons with disabilities to discrimination on the basis of race, color, national origin, gender, or disability, in violation of Title VI, Section 504, and their respective implementing regulations at 24 CFR Parts 1 and 8.

B. This Agreement applies to rally assisted programs that the Housing Authority administers, and shall be binding upon the Housing Authority, its agents, successors, and assigns or beneficiaries who own, control, operate or sponsor said program.

C. The Department may conduct an on-site review of the Housing Authority's compliance with the provisions of this Agreement, and the Housing Authority will grant the Department's employees access to its premises, records, and personnel with reasonable notice during normal business hours, throughout the duration of this Agreement.

III. SPECIFIC PROVISIONS

The Housing Authority agrees to take the following specific actions within the timeframes stipulated.

ISSUES OF NON-COMPLIANCE

A. Collection of Racial and Ethnic Data (24 CFR 1.6 and 121). (1) Within 90 days of the date of this Agreement, the Housing Authority shall develop and implement a written procedure, consistent with the OMB and Department guidance on collection of racial and ethnic data, and revise all current data gathering formats, including its initial and full application documents, to reflect the correct record-keeping requirements. (2) Within 90 days of the date of this Agreement, the Housing Authority will survey current applicants on its waiting lists, requesting that they provide racial and ethnic characteristics in accordance with the OMB and Department guidance. (3) Within 150 days of this

Agreement, the Housing Authority will enter into its databases racial and ethnic characteristics gathered as a result of its survey of current applicants. (4) Within 180 days of this Agreement, the Housing Authority will submit to this Office copies of the revised lists and a summary of the racial and ethnic characteristics of applicants on each list.

B. Collection of Disability Information (24 CFR 8.55(b) and 121). (1) Within 90 days of the date of this Agreement, the Housing Authority will revise its pre-application form to include a question regarding disability. (2) Within 90 days of the date of this Agreement, the Housing Authority shall send out a survey to all applicants on the waiting list to ask whether the applicant has a disability. (3) Within 150 days of the date of this Agreement, Housing Authority will input accurate information on the disability status for each applicant into its database. (4) Within 180 days of the date of this Agreement, the Housing Authority will provide copies of the revised waiting lists annotating applicants with disabilities and a summary of the disability characteristics of applicants on each list.

C. Placement of Applicants with Disabilities on the Waiting List (24 CFR 8.4). (1) Within 90 days of the date of this Agreement, the Housing Authority shall review and reorder the waiting lists to ensure that the correct placement of applicants with disabilities is made on to the appropriate site waiting list. (2) Within 150 days of the date of this Agreement, the Housing Authority shall establish a system of internal controls to periodically determine if applicants with disabilities are being placed on to the appropriate size and complex waiting list. (3) Within 180 days of the date of this Agreement, the Housing Authority shall submit copies of the revised waiting lists to this Office.

D. Assignment of Applicants to the LIPH Waiting List and Selection from the Waiting List (24 CFR 1.4(b)(2)(ii). (1) Within 60 days of the date of this Agreement, the Housing Authority shall develop a draft procedure to assure that applicants are drawn from the waiting lists in accordance with 24 CFR 1.4(b)(2)(ii)) and shall develop a mechanism for periodic review of its internal practices; the draft procedure and description of the mechanism shall be submitted to the Department for its comments within 60 days. (2) Within 45 days of receipt of comments from the Department, the Housing Authority shall finalize the procedures and mechanism and initiate training of staff. Within 45 days of the date of this Agreement, the Housing Authority will submit to this Office a copy of the final procedure and description of the mechanism. (3) Within 90 days of receipt of comments from the Department, the Housing Authority shall submit to this Office a certification that the training has been completed, including the date(s) of the training and the names and functions of staff that received the training.

E. Need for and Assignment to Accessible Units (24 CFR 8.27). (1) Within 90 days of this Agreement, the Housing Authority shall develop a procedure to assure that staff implements its adopted policy with respect to assignment of

residents and applicants to accessible units. (2) Within 90 days of this Agreement, the Housing Authority shall revise its pre-application forms to offer potential participants the opportunity to identify a need for an accessible unit. (3) Within 90 days of this Agreement, the Housing Authority shall canvass current residents and offer each the opportunity to identify a need for an accessible unit. (4) Within 120 days of this Agreement, the Housing Authority will provide training to staff with respect to the newly written procedure and shall monitor, on a quarterly basis, unit offers and assignments. (5) Within 135 days of this Agreement, the Housing Authority shall submit certification that the training has been completed, including the date(s) of the training and the names and functions of staff that received the training. (6) Within 150 days of this Agreement, the information gathered from current residents and current applicants shall be entered into the Housing Authority's databases which shall be modified to assure that such information is readily available to staff who offer vacant units to current tenants requesting transfer and, alternately, to current applicants.

F. Section 504 Coordinator (24 CFR 8.53(a)). Within 30 days of the date of this Agreement, the Housing Authority shall submit to this Office a certification that it will have its Section 504 Coordinator attend training opportunities and will develop an interactive relationship with the Section 504 Coordinators at the Housing Authorities of Clark County and Las Vegas.

G. Section 504 Non-discrimination Notice (24 CFR 8.54). (1) Within 30 days of the date of this Agreement, the Housing Authority will conspicuously post in its office and begin dissemination in general circulation media that reach applicants, participants, and employees a notice that it does not discriminate against persons with disabilities and that includes contact information for its Section 504 Coordinator. (2) Within 45 days of the date of this Agreement, the Housing Authority will submit to this Office a copy of the notice.

CONCERNS and OBSERVATION

H. Criteria or Methods of Administration (24 CFR 8.4(b)(4)(ii)). Within 60 days of the effective date of this Agreement, the Housing Authority will undertake outreach and marketing to persons with disabilities and organizations that represent such persons and will transmit copies of such outreach to this Office.

I. Limited English Proficiency (LEP). (1) Within 180 days of the date of this Agreement, the Housing Authority will undertake and complete a four factor analysis of LEP needs, pursuant to the enclosed LEP guidance, to determine if a need for expanded services to LEP populations in its Housing Market Area is warranted. (2) Within 210 days of the date of this Agreement, the Housing Authority will develop a written Language Access Plan if the four factor analysis identifies a need for additional efforts. (3) Within 210 days of the date of this

Agreement, the Housing Authority will submit to this Office the results of its four factor analysis and a copy of its Languages Access Plan, if one is necessitated.

J. Consistency of Admissions and Continued Occupancy Policy and Actual Practices. (1) Within 150 days of the date of this Agreement, the Housing Authority shall compare its practices with policies in the ACOP and make the necessary modifications to ensure consistency and compliance. (2) Within 160 days of the date of this agreement, the Housing Authority shall submit a certification that the comparison and modifications have been completed.

K. Reasonable Accommodations to People with Disabilities. Within 90 days of the date of this Agreement, the Housing Authority shall develop a tracking system for documenting requests for accommodations and for documenting how such requests are responded to and will submit to this office a certification that the tracking system has been developed and is being implemented.

L. Pet Policy. Within 60 days of the date of this Agreement, the Housing Authority will amend its written Admissions and Continued Occupancy Policy to remove any reference to assistance animals for persons with disabilities needing to be certified or trained and will submit to this Office a copy of the amended Policy.

M. Administration of the Section 8 HCV Waiting List. (1) Within 120 days of the date of this Agreement, the Housing Authority will carefully review the waiting list and cross reference the annotations indicating an applicant's eligibility for veteran's preference with the pre-application on file, and should grant preference points where applicable. (2) Within 180 days of the date of this Agreement, the Housing Authority will purge its waiting to remove applicants who have received assistance, who have been rejected or who are no longer interested in the program. (3) Within 180 days of the date of this Agreement, the Housing Authority will submit to this Office a certification that items 1 and 2 in this paragraph have been completed.

N. Section 504 Grievance Procedures. (1) Within 90 days of the date of this Agreement, the Housing Authority shall submit draft procedures that incorporate specific references to disability and accommodations in its Grievance Procedures for comments by the Department. (2) Within 30 days of receipt of comments, the Housing Authority shall assure, through posting on a public bulletin board for example, a copy of the procedures, incorporating the Department's comments, if any, so that they are readily available to persons with disabilities who may wish to file disability related complaints. (2) Within 45 days of receipt of the Department's comments, the Housing Authority should submit a written certification that these actions have been taken.

O. Section 504 Self-evaluation. (1) Within 180 days of the date of this Agreement, the Housing Authority will complete a new Self-Evaluation of its

policies and practices to determine whether they comply with all Section 504 requirements and regulations and modify any that do not meet the intent of the regulations or requirements. (2) Within 210 of the date of this Agreement, the Housing Authority will submit a copy of its Self-Evaluation and copies of any policies or practices that were revised or developed to address failings identified in the evaluation.

P. Physical/Program Accessibility. (1) Within 210 days of the date of this Agreement, the Housing Authority shall conduct a careful accessibility survey, reduced to writing as a new Needs Assessment, of all facilities under its control or that it utilizes to assure that, to the maximum extent feasible, they are fully accessible to people with disabilities. Where the Housing Authority identifies barriers to physical accessibility it shall develop a new Transition Plan to address the barriers through alteration or relocation to other accessible facilities. The Transition Plan shall include detailed timeframes for completing any activities proposed to be undertaken. (2) Within 240 days of the date of this Agreement, the Housing Authority shall submit a copy of its accessibility survey and Transition Plan for the Department's review and approval.

IV. SUBMISSION OF REPORTS AND DOCUMENTATION

All reports, certifications or other documents identified for submission to HUD in the preceding section are to be submitted to the following address:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Attn: David Philipson
650 Capitol Mall, Suite 4-200
Sacramento, CA 95814

V. EFFECTIVE DATE AND DURATION

A. The effective date of this Agreement is the date of the last signature on the signature page. This Agreement shall remain in effect for a three year period following the date of execution, unless the Department determines that the Agreement must be revised or extended based on its review of the Housing Authority's performance under the Agreement and notifies the Housing Authority to this effect prior to the expiration date.

B. Failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue Federal financial assistance, or other actions authorized by law.

C. This Agreement may be modified or amended only by written agreement, executed by all parties. Waiver of any one provision of this agreement shall not be deemed to be a waiver of any other provision.

SIGNATURE PAGE
TITLE VI AND SECTION 504 COMPLIANCE
REVIEW

This agreement for voluntary compliance with Title VI and Section 504, consisting of ~~seven~~ eight (8) pages, is entered into by the Housing Authority of the City of North Las Vegas and the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity.

Don L. England, Chief Executive Officer
Housing Authority of the City North Las Vegas

12-13-07
Date

Charles E. Hauptman, Director, Office of Fair
Housing and Equal Opportunity, San Francisco Hub

12/27/2007
Date

TAB 6

LIMITED ASBESTOS AND LEAD-BASED PAINT SURVEY

CASA ROSA APARTMENTS
1709, 1711, 1725, 1731 YALE STREET AND
311, 321, 411 TONOPAH AVENUE
NORTH LAS VEGAS, NEVADA

Terracon Project No. 64087053

September 23 2008

Prepared for:

HOUSING AUTHORITY OF THE CITY OF LAS VEGAS
340 North 11th Street, Suite 150
Las Vegas, Nevada

Prepared by:

TERRACON CONSULTANTS INC.
750 Pilot Road, Suite F
Las Vegas, Nevada

Terracon

September 23, 2008

Terracon

Consulting Engineers & Scientists

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Fax 702.597.9009
www.terracon.com

Housing Authority of the City of Las Vegas
340 North 11th Street, Suite 150
Las Vegas, Nevada 89101

Attn: Ms. Amparo Gamazo

Re: Limited Asbestos and Lead-Based Paint Survey
Casa Rosa Apartments
1709, 1711, 1725, 1731 Yale Street and
311, 321, 411 Tonopah Avenue
North Las Vegas, Nevada
Terracon Project No. 64087053

Dear Ms. Gamazo:

The purpose of this report is to present the results of a limited asbestos and lead-based paint survey conducted from August 19 to 22, 2008 at the above referenced Casa Rosa Apartments. This survey was conducted in general accordance with the Housing Authority of the City of Las Vegas Task Order No. 080685, dated July 18, 2008.

Terracon appreciates the opportunity to provide this service to the Housing Authority of the City of Las Vegas. If you have any questions regarding this report, or if you need assistance with project oversight and sampling during demolition or renovation of these buildings, please contact the undersigned at 702-597-9393.

Sincerely,
Terracon

Prepared By:

Michael Nibert, CHMM, C.E.M.
Project Environmental Scientist
Nevada Asbestos License: IM-1281
(Expires April 2009)

Reviewed By:

Andrew D. Stuart, C.E.M., LEED AP
Environmental Department Manager
Nevada Asbestos License: IM-0994
(Expires December 2008)

Randy Milbrath, CIH
Senior Technical Reviewer
Nevada Asbestos License: IJP-1391
(Expires February 2009)

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LIMITED ASBESTOS AND LEAD-BASED PAINT SURVEY REPORT

CASA ROSA APARTMENTS
1709, 1711, 1725, 1731 YALE STREET AND
311, 321, 411 TONOPAH AVENUE
NORTH LAS VEGAS, NEVADA

Terracon Project No. 64087053

September 23, 12008

1.0 INTRODUCTION

Terracon conducted a limited asbestos and lead-based paint survey of the Casa Rosa Apartments located at 1709, 1711, 1725, 1731 Yale Street and 311, 321, 411 Tonopah Avenue, North Las Vegas, Nevada. The survey was conducted from August 19 to 22, 2008 by State of Nevada licensed asbestos inspectors in general accordance with the Housing Authority of the City of Las Vegas Task Order No. 080685, dated July 18, 2008.

Interior and exterior building components were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in walls, in voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in Environmental Protection Agency (EPA) regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA). Samples were delivered to an accredited laboratory for analysis by polarized light microscopy.

This survey also included testing for lead-based paint (LBP) in surface coatings using an X-Ray Fluorescence (XRF) method.

1.1 Project Objective

We understand this asbestos survey was requested due to potential renovation, demolition and/or maintenance activities planned for the Casa Rosa Apartments. EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP requires that potentially regulated asbestos-containing building materials be identified, classified and quantified prior to planned disturbances or demolition activities.

The survey is also intended to assist the facility owner in the identification of surface coatings with LBP so that appropriate control measures can be taken to minimize potential exposures to contractor

personnel and occupants of the Casa Rosa Apartments during potential renovation, demolition and/or maintenance activities that could disturb these materials.

2.0 BUILDING DESCRIPTIONS

The Casa Rosa Apartments, which were constructed around 1971, consist of ten, one-, two-, three-, and four-bedroom two-story apartment buildings that vary in square footage. There are four apartment buildings located on the Tonopah Street portion of the apartment complex (buildings 311, 321, and 411). For purposes of this report, the west building of 321 is designated as 321A and the east building is designated as 321B. The Tonopah Street portion has a laundry room (laundry room A) and maintenance room (maintenance room A) connected to building 311. The maintenance office is located in building 321. There are six apartment buildings located on the Yale Street portion of the complex (1709, 1711, 1725, and 1731). For purposes of this report, the east building of 1731 is designated as 1731A and the west building is designated as 1731B. The south building of 1711 is designated as 1711A and the north building is designated as 1711B. The Yale portion has a recreation center with an attached laundry room (laundry room B). The security office is connected to building 1709.

3.0 ASBESTOS SURVEY

3.1 Asbestos Field Activities

The survey was conducted by Mr. Michael Nibert and Mr. Michael Nelson; State of Nevada licensed asbestos inspectors. A summary of survey activities is provided below.

3.2 Visual Assessment

Our survey activities began with visual assessments of interior and exterior areas of the buildings to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. The interior assessment was limited to visually accessible areas of the buildings. The exterior assessment included building walls and roofs. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM and therefore, were not sampled.

3.3 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.4 Sample Collection

Based on results of the visual assessment, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols. Random samples of suspect materials were collected in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Two-hundred seven (207) bulk samples were collected from the Casa Rosa Apartments. A summary of suspect ACM samples collected during the survey is included as Appendix A. A summary of the classification, condition and approximate quantity of identified ACM are presented in Appendix B. Laboratory analytical reports are included in Appendix C.

3.5 Sample Analysis

Bulk samples were submitted under chain of custody to EMSL Laboratories of Morrisville, North Carolina for analysis by polarized light microscopy with dispersion staining techniques per EPA methodology (40 CFR 763, Subpart F). The percentage of asbestos, where applicable, was determined by microscopic visual estimation. EMSL Laboratories is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 200671-0).

3.6 Regulatory Overview

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activities. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition, has become friable or will be subjected to drilling, sanding, grinding, cutting or abrading and could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

The Occupational Safety and Health Administration (OSHA) asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fiber per cubic

centimeter of air (0.1 f/cc). The OSHA standard classifies construction and maintenance activities which could disturb ACM, and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

4.0 LEAD-BASED PAINT SURVEY

4.1 Field Measurements

The limited LBP survey was conducted by Mr. Michael Nibert and Mr. Michael Nelson, in general conformance with the protocols established by the EPA.

A total of 447 measurements (including calibration readings) were conducted on accessible interior and exterior painted/coated surfaces of the buildings using an INNOV-X Systems Inc., XRF Analyzer (Serial Number 5419). Interior surface coatings that were sampled included: walls, ceilings, doors, door frames and jams, baseboards, cabinets, an air conditioning vent, lockers and window sills. Exterior surface coatings that were sampled included: stucco walls, doors, door frames and jams, handrails, window frames, metal gates, metal fencing, concrete block walls, metal stair railing, metal stairs, concrete planter boxes and gaz ebos.

Calibration readings were taken at the beginning of the survey. Validation checks were conducted by using a known standard (painted test block) to verify that the instrument was properly functioning. Validation check procedures followed those outlined in the operations manual for the XRF. The test block has a painted coating, which has a lead concentration of 1.0 mg/cm^2.

The XRF results for the surface coatings sampled did not measure LBP (measurements greater than 1.0 mg/cm^2). For detailed information regarding the test locations, material descriptions and results, refer to the Lead-Based Paint Measurement Summary contained in Appendix D.

If inaccessible painted/coated surfaces are discovered during renovation or demolition activities, they should be presumed to contain lead above the Housing and Urban Development (HUD) criterion until tested and proven otherwise.

4.2 Regulatory Overview

Lead is regulated by the EPA and the OSHA. The EPA regulates lead use, removal and disposal, while OSHA regulates lead exposure to workers. The EPA defines LBP as paint, varnish, stain or other applied coatings that contain lead equal to or greater than 1.0 milligram per centimeter squared (mg/cm^2), 5,000 milligram per kilogram (mg/kg), or 0.5% by dry weight as determined by laboratory analysis. With respect to the OSHA lead standard, lead includes metallic lead, all

inorganic lead compounds, and organic lead soaps. A synopsis of the OSHA regulation (29 CFR 1926.62) and its applicability follows:

The OSHA Lead Standard for Construction (29 CFR 1926.62) applies to construction work where an employee may be occupationally exposed to lead. Work related to construction, alteration, or repair (including painting and decorating) is included. The lead-in-construction standard applies to any detectable concentration of lead in paint, since even small concentrations of lead can result in unacceptable employee exposures depending upon on the method of removal and workplace conditions. Under this standard, construction includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present
- Removal or encapsulation of materials containing lead
- New construction, alteration, repair, or renovation of structures, substrates, or portions containing lead, or materials containing lead
- Installation of products containing lead
- Lead contamination/emergency clean-up
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed
- Maintenance operations associated with construction activities described above

This LBP survey was limited to readily observable and accessible surfaces. Terracon cannot guarantee a building or property to be LBP free since LBP coated surfaces may be hidden from sight, are inaccessible, or identified homogeneous construction areas may not truly be homogeneous. This limited LBP survey was not conducted to HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* standards. It should also be emphasized that this survey is not considered to be comprehensive in nature, and the results are not intended to be used to determine lead hazards, develop abatement plans, or prepare detailed cost estimates for abatement.

5.0 FINDINGS AND RECOMMENDATIONS

5.1 Asbestos Survey

Laboratory analysis confirmed the presence of asbestos in the following materials:

Buildings 1709, 1711A, 1711B, 1725, 1731A, and 1731B:

- Acoustic ceiling surfacing was identified as ACM. This material is classified as friable RACM and must be removed prior to renovation or demolition activities.
- The joint compound layer of the sheetrock wall systems was identified as ACM. If the sheetrock walls will be disturbed during renovation, the joint compound layer comprising the wall systems will become friable RACM and must be removed prior to renovation activities. If the building will be demolished as a whole, the joint compound layer may remain in place during demolition.
- Wall texture in building 1711 was identified as ACM. This material and is classified as friable RACM and must be removed prior to renovation or demolition activities.
- Vinyl floor tile (beige) found at various layers in the kitchen, hallway, and bathroom was identified as ACM. The vinyl floor tile is classified as non-friable and must be removed prior to renovation. If the building will be demolished as a whole, the vinyl floor tile may remain in place during demolition.
- Vinyl sheet flooring layer (beige) found at various layers in the kitchen, hallway, and bedroom was identified as ACM. The vinyl sheet flooring is classified as friable RACM and must be removed prior to renovation or demolition activities.
- Mastic (black/yellow), found beneath the beige/brown vinyl sheet flooring in the kitchen of building 1709, unit 105, was identified as ACM. The mastic is classified as non-friable and must be removed prior to renovation. If the building will be demolished as a whole, the mastic may remain in place during demolition.

Buildings 311, 321A, 321B, and 411:

- Acoustic ceiling surfacing was identified as ACM. This material is classified as friable RACM and must be removed prior to renovation or demolition activities.
- The joint compound layer of the sheetrock wall systems was identified as ACM. If the sheetrock walls will be disturbed during renovation, the joint compound layer comprising the wall systems will become friable RACM and must be removed prior to renovation activities. If the building will be demolished as a whole, the joint compound layer may remain in place during demolition.
- Vinyl floor tile (beige), found in the kitchen and bathroom of building 311, unit 209, was identified as ACM. The vinyl floor tile is classified as non-friable and must be removed prior to renovation. If

the building will be demolished as a whole, the vinyl floor tile may remain in place during demolition.

Laundry Room A:

- The joint compound layer of the sheetrock wall systems was identified as ACM. If the sheetrock walls will be disturbed during renovation, the joint compound layer comprising the wall systems will become friable RACM and must be removed prior to renovation activities. If the building will be demolished as a whole, the joint compound layer may remain in place during demolition.
- Mastic beneath the light brown vinyl floor tile was identified as ACM. The mastic is classified as non-friable and must be removed prior to renovation. If the building will be demolished as a whole, the vinyl floor tile mastic may remain in place during demolition.

Security Office:

- Acoustic ceiling surfacing was identified as ACM. This material is classified as friable RACM and must be removed prior to renovation or demolition activities.
- The joint compound layer of the sheetrock wall systems was identified as ACM. If the sheetrock walls will be disturbed during renovation, the joint compound layer comprising the wall systems will become friable RACM and must be removed prior to renovation activities. If the building will be demolished as a whole, the joint compound layer may remain in place during demolition.
- Wall texture was identified as ACM. This material and is classified as friable RACM and must be removed prior to renovation or demolition activities.
- Vinyl floor tile (tan) was identified as ACM. The vinyl floor tile is classified as non-friable and must be removed prior to renovation. If the building will be demolished as a whole, the vinyl floor tile may remain in place during demolition.
- The mastic (black/brown) beneath the blue/grey vinyl floor tiles and the mastic (black) beneath the beige vinyl floor tiles were identified as ACM. The mastic is classified as non-friable and must be removed prior to renovation. If the building will be demolished as a whole, the vinyl floor tile mastic may remain in place during demolition.

Roofs:

- The roofing penetration mastic was identified as ACM. According to the EPA, asphalt tiles, asphalts and mastics that are non-friable and will remain non-friable during proposed demolition methods are exempt from NESHAP requirements and need not be removed prior to demolition. This exemption assumes the demolition of the building does not include deliberate burning or activities that powder or otherwise damage and render the materials friable. Additionally, the building debris need not be disposed of as asbestos-containing waste material provided such Category I ACM remains non-friable. However, Terracon recommends the landfill operator be notified that construction debris contains non-friable ACM.

  If the roofing materials will be removed prior to demolition of the buildings, appropriately trained roofing or demolition contractors may remove these materials in accordance with the following Occupational Safety and Health Administration (OSHA) requirements:

  - Tar-impregnated roofing materials are sectioned by shearing or slicing components. Shearing or slicing of materials may be accomplished by hand or mechanical methods.

  - Tar-impregnated roofing material sections are removed from elevated portions of the roof using enclosed chutes for lowering roofing materials into waste receptacles.

  - The demolition/removal of the asbestos-containing tar-impregnated roofing materials does not include intentional burning, sawing, grinding, abrading, mechanically chipping, drilling, sanding, bead or sand blasting, explosive demolition or any other activity that mechanically powders or otherwise renders the material friable.

Exteriors:

- Stucco (beige/tan), on the exterior of building 411, unit 205, was identified as ACM and is classified as non-friable asbestos. However, this material will become friable during renovation or demolition activities and must be removed prior renovation or demolition activities. It is possible that this area may be a patch.

The flooring materials, consisting of vinyl sheet flooring, vinyl floor tile, mastic, and backing, generally contained multiple layers. If renovation or demolition activities are to disturb flooring materials, each layer should be assessed to verify non-ACM and ACM by comparing to previously

sampled and identified ACMs. Additional samples should be collected from suspect materials, as needed.

Asbestos-containing materials that will be disturbed during renovation must be removed by a Nevada-licensed asbestos abatement contractor prior to renovation and disposed of as asbestos waste prior to that work. A post-abatement visual assessment and air sampling of abated areas must be conducted by a Nevada-licensed asbestos project monitor after abatement is considered complete and prior to re-occupation of the abated areas. A post-abatement visual assessment of abated areas must be conducted by a Nevada-licensed asbestos project monitor after abatement is considered complete and prior to demolition of the structures.

If renovation or demolition activities will not disturb ACMs, Terracon recommends that an asbestos operations and maintenance (O&M) plan should be developed for ACM that will remain in or on the structures. If the ACM requires future maintenance or disturbance, personnel involved in the repair or work must be trained per Occupational Safety and Health Administration (OSHA) 1926.1101 asbestos guidelines. The O&M Plan is used to inform maintenance and other personnel of the presence of ACM and provides guidelines for cleaning up asbestos contamination, minimizing future fiber releases and maintaining the ACM in good condition.

5.2 Lead-Based Paint Survey

LBP was not identified in sampled surface coatings of the Casa Rosa Apartments.

6.0 GENERAL COMMENTS

This limited asbestos and lead-based paint survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the buildings. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by the Housing Authority of the City of Las Vegas for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

LIMITED ASBESTOS AND LEAD-BASED PAINT SURVEY

ROSE GARDEN APARTMENTS
1632 YALE STREET
NORTH LAS VEGAS, NEVADA

Terracon Project No. 64087054

September 23, 2008

Prepared for:

HOUSING AUTHORITY OF THE CITY OF LAS VEGAS
340 North 11th Street, Suite 150
Las Vegas, Nevada

Prepared by:

TERRACON CONSULTANTS INC.
750 Pilot Road, Suite F
Las Vegas, Nevada

Terracon

September 23, 2008

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Consulting Engineers & Scientists

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Housing Authority of the City of Las Vegas
340 North 11th Street, Suite 150
Las Vegas, Nevada 89101

Attn: Ms. Amparo Gamazo

Re: Limited Asbestos and Lead-Based Paint Survey
Rose Garden Apartments
1632 Yale Street
North Las Vegas, Nevada
Terracon Project No. 64087054

Dear Ms. Gamazo:

The purpose of this report is to present the results of a limited asbestos and lead-based paint survey conducted from August 19 to 22, 2008 at the above referenced Rose Garden Apartments. This survey was conducted in general accordance with the Housing Authority of the City of Las Vegas Task Order No. 080685, dated July 18, 2008.

Terracon appreciates the opportunity to provide this service to the Housing Authority of the City of Las Vegas. If you have any questions regarding this report, or if you need assistance with project oversight and sampling during demolition or renovation of these buildings, please contact the undersigned at 702-597-9393.

Sincerely,
Terracon

Prepared By:

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LIMITED ASBESTOS AND LEAD-BASED PAINT SURVEY REPORT

ROSE GARDEN APARTMENTS
1632 YALE STREET
NORTH LAS VEGAS, NEVADA

Terracon Project No. 64087054

September 23, 12008

1.0 INTRODUCTION

Terracon conducted a limited asbestos and lead-based paint survey of the Rose Garden Apartments located at 1632 Yale Street. The survey was conducted from August 19 to 22, 2008 by State of Nevada licensed asbestos inspectors in general accordance with the Housing Authority of the City of Las Vegas Task Order No. 080685, dated July 18, 2008.

Interior and exterior building components were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in walls, in voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in Environmental Protection Agency (EPA) regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA). Samples were delivered to an accredited laboratory for analysis by polarized light microscopy.

This survey also included testing for lead-based paint (LBP) in surface coatings using an X-Ray Fluorescence (XRF) method.

1.1 Project Objective

We understand this asbestos survey was requested due to potential renovation, demolition and/or maintenance activities planned for the Rose Garden Apartments. EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP requires that potentially regulated asbestos-containing building materials be identified, classified and quantified prior to planned disturbances or demolition activities.

The survey is also intended to assist the facility owner in the identification of surface coatings with LBP so that appropriate control measures can be taken to minimize potential exposures to contractor personnel and occupants of the Rose Garden Apartments during potential renovation, demolition and/or maintenance activities that could disturb these materials.

2.0 BUILDING DESCRIPTIONS

The Rose Garden Apartments consist of four, three-story buildings that comprise approximately 10,700 square foot (ft^2), which were constructed around 1972. The two northern buildings and the two southern buildings are connected by a breeze way. A single-story office building (approximately 13,000 ft^2) and a single-story recreation center (approximately 4,500 ft^2) are located to the west of the apartment buildings. An atrium and a greenhouse are located on the eastern portion of the property.

3.0 ASBESTOS SURVEY

3.1 Asbestos Field Activities

The survey was conducted by Mr. Michael Nibert and Mr. Michael Nelson; State of Nevada licensed asbestos inspectors. A summary of survey activities is provided below.

3.2 Visual Assessment

Our survey activities began with visual assessment of interior and exterior areas of the buildings to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. The interior assessment was limited to visually accessible areas of the buildings. The exterior assessment included building walls and roofs. Building materials identified as concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM and therefore, were not sampled.

3.3 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.4 Sample Collection

Based on results of the visual assessment, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols. Random samples of suspect materials were collected in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

One-hundred eighty-seven (187) bulk samples were collected from the Rose Garden Apartments. A summary of suspect ACM samples collected during the survey is included as Appendix A. A summary

of the classification, condition and approximate quantity of identified ACM are presented in Appendix B. Laboratory analytical reports are included in Appendix C.

3.5 Sample Analysis

Bulk samples were submitted under chain of custody to EMSL Laboratories of Morrisville, North Carolina for analysis by polarized light microscopy with dispersion staining techniques per EPA methodology (40 CFR 763, Subpart F). The percentage of asbestos, where applicable, was determined by microscopic visual estimation. EMSL Laboratories is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 200671-0).

3.6 Regulatory Overview

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activities. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition, has become friable or will be subjected to drilling, sanding, grinding, cutting or abrading and could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

The Occupational Safety and Health Administration (OSHA) asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fiber per cubic centimeter of air (0.1 f/cc). The OSHA standard classifies construction and maintenance activities which could disturb ACM, and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

4.0 LEAD-BASED PAINT SURVEY

4.1 Field Measurements

The limited LBP survey was conducted by Mr. Michael Nibert and Mr. Michael Nelson, in general conformance with the protocols established by the EPA.

A total of 249 XRF measurements (including calibration readings) were conducted on accessible interior and exterior painted/coated surfaces of the buildings using an INNOV-X Systems Inc., XRF Analyzer (Serial Number 5419). Interior surface coatings that were sampled included: walls, ceilings, doors, door frames, baseboards, window trim, ceramic tiles and concrete block walls. Exterior surface coatings that were sampled included: stucco walls, concrete block walls, metal railings, metal poles, fencing, gates, metal siding, a metal swing, a fire riser, a canopy frame, concrete walls, doors, door frames and wood beams.

Calibration readings were taken at the beginning of the survey. Validation checks were conducted by using a known standard (painted test block) to verify that the instrument was properly functioning. Validation check procedures followed those outlined in the operations manual for the XRF. The test block has a painted coating, which has a lead concentration of 1.0 mg/cm^2.

The XRF results for the surface coatings sampled did not measure LBP. For detailed information regarding the test locations, material descriptions and results, refer to the Lead-Based Paint Measurement Summary contained in Appendix D.

If inaccessible painted/coated surfaces are discovered during renovation or demolition activities, they should be presumed to contain lead above the Housing and Urban Development (HUD) criterion until tested and proven otherwise.

4.2 Regulatory Overview

Lead is regulated by the EPA and the OSHA. The EPA regulates lead use, removal and disposal, while OSHA regulates lead exposure to workers. The EPA defines LBP as paint, varnish, stain or other applied coatings that contain lead equal to or greater than 1.0 milligram per centimeter squared (mg/cm^2), 5,000 milligram per kilogram (mg/kg), or 0.5% by dry weight as determined by laboratory analysis. With respect to the OSHA lead standard, lead includes metallic lead, all inorganic lead compounds, and organic lead soaps. A synopsis of the OSHA regulation (29 CFR 1926.62) and its applicability follows:

The OSHA Lead Standard for Construction (29 CFR 1926.62) applies to construction work where an employee may be occupationally exposed to lead. Work related to construction, alteration, or repair (including painting and decorating) is included. The lead-in-construction standard applies to any detectable concentration of lead in paint, since even small concentrations of lead can result in unacceptable employee exposures depending upon on the method of removal and workplace conditions. Under this standard, construction includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present

- Removal or encapsulation of materials containing lead
- New construction, alteration, repair, or renovation of structures, substrates, or portions containing lead, or materials containing lead
- Installation of products containing lead
- Lead contamination/emergency clean-up
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed
- Maintenance operations associated with construction activities described above

This LBP survey was limited to readily observable and accessible surfaces. Terracon cannot guarantee a building or property to be LBP free since LBP coated surfaces may be hidden from sight, are inaccessible, or identified homogeneous construction areas may not truly be homogeneous. This limited LBP survey was not conducted to HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* standards. It should also be emphasized that this survey is not considered to be comprehensive in nature, and the results are not intended to be used to determine lead hazards, develop abatement plans, or prepare detailed cost estimates for abatement.

5.0 FINDINGS AND RECOMMENDATIONS

5.1 Asbestos Survey

Laboratory analysis confirmed the presence of asbestos in the following materials:

Northern and Southern Buildings

- Acoustic ceiling surfacing was identified as ACM. This material is classified as friable RACM and must be removed prior to renovation or demolition activities.
- The joint compound layer of the sheetrock wall systems was identified as ACM. If the sheetrock walls will be disturbed during renovation, the joint compound layer comprising the wall systems will become friable RACM and must be removed prior to renovation activities. If the building will be demolished as a whole, the joint compound layer may remain in place during demolition.
- Wall texture was identified as ACM. This material and is classified as friable RACM and must be removed prior to renovation or demolition activities.

- Vinyl sheet flooring (yellow and pink) was identified as ACM. The third layer of vinyl sheet flooring (beige) from the kitchen in unit 139 and the first layer vinyl sheet flooring (beige) from the bathroom in unit 323 were also identified as ACM. Vinyl sheet flooring is classified as friable RACM and must be removed prior to renovation or demolition activities.
- Mastic (brown or tan), beneath the yellow and pink vinyl sheet flooring, was identified as ACM. The mastic is classified as non-friable and must be removed prior to renovation. If the building will be demolished as a whole, the mastic may remain in place during demolition.

Office:

- Acoustic ceiling surfacing was identified as ACM. This material is classified as friable RACM and must be removed prior to renovation or demolition activities.
- The joint compound layer of the sheetrock wall systems was identified as ACM. If the sheetrock walls will be disturbed during renovation, the joint compound layer comprising the wall systems will become friable RACM and must be removed prior to renovation activities. If the building will be demolished as a whole, the joint compound layer may remain in place during demolition.
- Wall texture was identified as ACM. This material and is classified as friable RACM and must be removed prior to renovation or demolition activities.

Roofs:

- The roofing penetration mastic on the north, south, and office buildings was identified as ACM. According to the EPA, asphalt tiles, asphalts and mastics that are non-friable and will remain non-friable during proposed demolition methods are exempt from NESHAP requirements and need not be removed prior to demolition. This exemption assumes the demolition of the building does not include deliberate burning or activities that powder or otherwise damage and render the materials friable. Additionally, the building debris need not be disposed of as asbestos-containing waste material provided such Category I ACM remains non-friable. However, Terracon recommends the landfill operator be notified that construction debris contains non-friable ACM.

  If the roofing materials will be removed prior to demolition of the buildings, appropriately trained roofing or demolition contractors may remove these materials in accordance with the following Occupational Safety and Health Administration (OSHA) requirements:

  - Tar-impregnated roofing materials are sectioned by shearing or slicing components. Shearing or slicing of materials may be accomplished by hand or mechanical methods.

- Tar-impregnated roofing material sections are removed from elevated portions of the roof using enclosed chutes for lowering roofing materials into waste receptacles.

- The demolition/removal of the asbestos-containing tar-impregnated roofing materials does not include intentional burning, sawing, grinding, abrading, mechanically chipping, drilling, sanding, bead or sand blasting, explosive demolition or any other activity that mechanically powders or otherwise renders the material friable.

The flooring materials, consisting of vinyl sheet flooring and mastic generally contained multiple layers. If renovation or demolition activities are to disturb flooring materials, each layer should be assessed to verify non-ACM and ACM by comparing to previously sampled and identified ACMs. Additional samples should be collected from suspect materials, as needed.

Asbestos-containing materials that will be disturbed during renovation must be removed by a Nevada-licensed asbestos abatement contractor prior to renovation and disposed of as asbestos waste prior to that work. A post-abatement visual assessment and air sampling of abated areas must be conducted by a Nevada-licensed asbestos project monitor after abatement is considered complete and prior to re-occupation of the abated areas. A post-abatement visual assessment of abated areas must be conducted by a Nevada-licensed asbestos project monitor after abatement is considered complete and prior to demolition of the structures.

If renovation or demolition activities will not disturb ACMs, Terracon recommends that an asbestos operations and maintenance (O&M) plan should be developed for ACM that will remain in or on the structures. If the ACM requires future maintenance or disturbance, personnel involved in the repair or work must be trained per Occupational Safety and Health Administration (OSHA) 1926.1101 asbestos guidelines. The O&M Plan is used to inform maintenance and other personnel of the presence of ACM and provides guidelines for cleaning up asbestos contamination, minimizing future fiber releases and maintaining the ACM in good condition.

5.2 Lead-Based Paint Survey

Lead was identified in the painted surface coatings of the kitchen and bathroom of apartment 202. In apartment 335, lead was identified in the painted surface coatings of the kitchen. Lead was also identified in the ceramic tiles located in the office bathroom. The lead in the ceramic tile is most likely contained in the glaze. If the areas of lead containing paint and tile are not disturbed during renovation activities they may be left in place. If the painted surface coatings identified as containing LBP will be disturbed, the paint must be removed by a State of Nevada lead abatement contractor. If the tiles will be broken or crushed during renovation activities, the tile must also be removed by a State of Nevada lead abatement contractor.

6.0 GENERAL COMMENTS

This limited asbestos and lead-based paint survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the buildings. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by the Housing Authority of the City of Las Vegas for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

TAB 7

Inspection Summary Report - 296968

Inspection No: 296968
Property: (82940) CASA ROSA PROJECT / NV-004
1721 YALE STREET
NORTH LAS VEGAS, NV 89030

Scattered Site?: No
PIH Project: NV007004
Comments: 85% occup

Inspection Date: 4/10/2008
Phone: (702) 649-2451 Ext. 101
Fax: (702) 649-5453
E-Mail Address: NA
ACC#: _____
CA#: _____

Building Unit Count

	#Total	#Inspected
Buildings	11	11
Units	98	21

Scores

	Possible Points	Area Points	H & S Deduction
Site	19.3	8.8	5.4
Bldg Ext	16.2	9.5	0.0
Bldg Sys	18.1	16.8	0.5
CA	3.9	2.5	0.0
Units	42.4	34.4	11.1
Overall	100.0	72.0	17.0
Final Score = Area Points - H & S Deduction			55 c*

Health and Safety Counts

Non-Life Threatening

	Site	Bldg	Unit	Total
Actual	1	2	17	20
%Inspected	---	100%	21%	---
Projected	1	2	79	82

Life Threatening

Actual	0	1	9	10
%Inspected	---	100%	21%	---
Projected	0	1	42	43

Smoke Detectors

Actual	0	0	2	2
%Inspected	---	100%	21%	---
Projected	0	0	9	9

Systemic Deficiencies:

	Area	Item	Defect	# with Defect	# Total	% of Bldgs / Units with Defect
Capital	DU	Kitchen	Refrigerator - Missing/Damaged/Inoperable	7	21	33%
Ordinary	BldgExt	FHEO - Accessibility to Main Floor Entrance**	Obstructed or Missing Accessibility Route**	7	11	64%
		Walls	Missing Pieces/Holes/Spalling**	10	11	91%
			Stained/Peeling/Needs Paint	10	11	91%
	DU	Doors	Damaged Frames/Threshold/Lintels/Trim**	9	21	43%
			Damaged Hardware/Locks**	12	21	57%
			Damaged Surface - Holes/Paint/Rusting/Glass**	10	21	48%
		Outlets/Switches	Missing/Broken Cover Plates	13	21	62%

Note: Capital items are repairs that generally require large cash outlays. (Items such as new roofs and new appliances).
Ordinary items are repairs that require smaller cash outlays. (Items such as light fixtures, fire extinguishers, and smoke detectors).

Participants:

Management Agent CARVEY, ROSE N.LAS VEGAS HOUSING AUTHORITY	Phone: Fax: E-Mail Address:	(702) 649-2451 (702) 430-3221 rcarvey@hacnlv.com	1632 YALE STREET N.LAS VEGAS, NV 89030
Other HEINZ, JAMIE NLVNHA	Phone: Fax: E-Mail Address:	(702) 649-2451 (702) 430-3208 jheinz@hacnlv.com	1632 YALE STREET N LAS VEGAS, NV 89030
Owner/PHA ENGLAND, DON NORTH LAS VEGAS HOUSING AUTHORITY	Phone: Fax: E-Mail Address:	(702) 649-2451 (702) 430-3207 dengland@hacnlv.com	1632 YALE STREET NORTH LAS VEGAS, NV 89030
Regional Office Contact Frazier, Keith B. North Las Vegas Housing Authority	Phone: Fax: E-Mail Address:	(702) 649-2451 (702) 649-8093 kfrazier@hacnlv.com	1632 YALE STREET N. Las Vegas, NV 89030

Buildings/Units:

Inspection Summary Report - 296968

No	Name/Type/Reason Uninspectable		Year built	# Units	Address
1	1709 Row/Town Houses		1978	6	1709 YALE STREET NORTH LAS VEGAS NV 89030
Comments: no key to storage					
	1709-101	>3 Bedrooms	Occupied		
	1709-106	>3 Bedrooms	Occupied		
	Comments: no gas hook up				
2	1711A Row/Town Houses		1978	9	1711 YALE STREET A BLDG NORTH LAS VEGAS NV 89030
	1711-106	>3 Bedrooms	Occupied	*Occupant Refusal*	
	1711-109	>3 Bedrooms	Occupied		
	1711a-105	>3 Bedrooms	Occupied		
3	1725 Row/Town Houses		1978	11	1725 YALE STREET NORTH LAS VEGAS NV 89030
	1725-107	3 Bedroom	Occupied		
	1725-109	>3 Bedrooms	Occupied		
4	1731A Row/Town Houses		1978	10	1731 YALE STREET A BLDG NORTH LAS VEGAS NV 89030
	1731A-108	3 Bedroom	Occupied		
	1731A-107	>3 Bedrooms	Occupied		
5	311 Low Rise/Garden Apartment		1978	18	311 TONAPAH STREET NORTH LAS VEGAS NV 89030
	311-108	2 Bedroom	Occupied		
	311-109	2 Bedroom	Occupied		
	311-206	2 Bedroom	Occupied		
	311-208	2 Bedroom	Occupied		
6	411 Low Rise/Garden Apartment		1978	10	411 TONAPAH NORTH LAS VEGAS NV 89030
Comments: 2 UNIT HAS CONVERTED TO HEAD START PROGRAM (NON INCOME UNITS) no access to inspect					
	411-101	2 Bedroom	Occupied	*Occupant Refusal*	
	411-102	2 Bedroom	Occupied		
	Comments: ALT USED FOR VAC				
	411-103	2 Bedroom	Not Occupied	*Vacant*	
	411-104	3 Bedroom	Occupied	*Occupant Refusal*	
	411-201	2 Bedroom	Not Occupied	*Vacant*	
	411-202	3 Bedroom	Occupied	*Occupant Refusal*	
	411-203	2 Bedroom	Occupied		
	411-205	3 Bedroom	Not Occupied	*Vacant*	
	411-206	3 Bedroom	Not Occupied	*Vacant*	
7	321A Low Rise/Garden Apartment		1978	12	321 TONAPAH STREET A BLDG NORTH LAS VEGAS NV 89030

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	321A-106	1 Bedroom	Occupied		
	321A-201	1 Bedroom	Occupied	*Occupant Refusal*	
	321A-204	3 Bedroom	Occupied		
	Comments: alt used for refusal org				
9	COMM./LAUNDRY Common Building		1988	0	1721-C YALE STREET COMM./LAUNDRY ROOM NORTH LAS VEGAS NV 89030
Comments:	NO KEY TO WATER HEATER CLOSET				
10	1711B Row/Town Houses		1978	3	1711 YALE STREET B BLDG NORTH LAS VEGAS NV 89030
Comments:	all HVAC inside units				
	1711b-110	>3 Bedrooms	Occupied		
11	1731B Row/Town Houses		1978	6	1731 YALE STREET B BLDG NORTH LAS VEGAS NV 89030
	1731b-116	3 Bedroom	Occupied		
12	321B Low Rise/Garden Apartment		1978	13	321 TONOPAH B BLDG NORTH LAS VEGAS NV 89030
Comments:	Maintencs Office In Unit 110				
	321B-107	1 Bedroom	Occupied		
	321b-112	1 Bedroom	Occupied		
	Comments: alt used for vac org and refusal org				
	321B-208	1 Bedroom	Occupied	*Occupant Refusal*	
	321b-209	2 Bedroom	Occupied	*Occupant Refusal*	
	321B-213	1 Bedroom	Occupied		

Inspectable Items:

Inspected Item	NO/OD	Observation	Severity	Location/Comments	Ded.
Certificates					
Fire Alarm	NO				
Lead Based Paint Disclosure Form	NO				
Site - Health & Safety					
Hazards	OD	Sharp Edges (NLT)	Level 3	Location: ext grounds; Comments: BROKEN-shattered BEER BOTTLE ON SITE GROUNDS	5.4
Site				**Possible Points:**	19.3
Fencing and Gates**	OD	Damaged/Falling/Leaning**	Level 2		2.9
		Holes**	Level 1		1.1
Grounds	OD	Overgrown/Penetrating Vegetation	Level 2		2.7
Mailboxes/Project Signs	OD	Mailbox Missing/Damaged**	Level 3	Location: site ground; Comments: The U.S. Postal Service resident/unit mailbox cannot be locked.	0.2
Market Appeal	OD	Graffiti**	Level 2		2.3
Parking Lots/Driveways/Roads	OD	Potholes/Loose Material**	Level 1		1.2

Inspection Summary Report - 296968

Building 1 - Building Exterior					Possible Points: 0.9
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: frt door; Comments: no ramp access	
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.2
		Stained/Peeling/Needs Paint	Level 1		0.1

Building 1 - Unit 1709-101					Possible Points: 2.1
Doors	OD	Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05
Walls	OD	Water Stains/Water Damage/Mold/Mildew**	Level 2		0.1

Building 1 - Unit 1709-101 - Health & Safety					
Air Quality	OD	Mold and/or Mildew Observed (NLT)	Level 3	Location: bath; Comments: mildew	0.7

Building 1 - Unit 1709-106					Possible Points: 2.1
Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.2
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1
Kitchen	OD	Cabinets - Missing/Damaged**	Level 2		0.2
		Range/Stove - Missing/Damaged/Inoperable**	Level 3	Location: kitchen; Comments: The oven is not functioning.	0.7
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: hall; Comments: A single smoke detector is missing	

Building 1 - Unit 1709-106 - Health & Safety					
Infestation	OD	Insects (NLT)	Level 3	Location: bath; Comments: roaches	0.7

Building 2 - Building Exterior					Possible Points: 1.4
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: frt door; Comments: no ramp access	
Roofs	OD	Damaged Vents	Level 3	Location: roof; Comments: heating Vents are missing	0.8
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.3
		Stained/Peeling/Needs Paint	Level 1		0.1

Building 2 - Unit 1711-109					Possible Points: 2.1
Bathroom	OD	Bathroom Cabinets - Damaged/Missing**	Level 1		0.1
		Shower/Tub - Damaged/Missing**	Level 1		0.2
Doors	OD	Damaged Hardware/Locks**	Level 2		0.1
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1
Floors	OD	Floor Covering Damage**	Level 1		0.1
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 2 - Unit 1711-109 - Health & Safety

Inspection Summary Report - 296968

Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: hall closet; Comments: Exposed wires observed on electrical box that is not secured	1.6
Infestation	OD	Insects (NLT)	Level 3	Location: hall closet; Comments: roaches	0.7

Building 2 - Unit 1711a-105 — Possible Points: 2.0

Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1
		Damaged Hardware/Locks**	Level 1		0.1
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bedroom; Comments: one door has no paint (all others are painted)	0.2
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.4
Outlets/Switches	OD	Missing/Broken Cover Plates (LT)	Level 3	Location: bedroom; Comments: A cover plate is missing, which causes wires to be exposed.	0.2

Building 2 - Unit 1711a-105 - Health & Safety

Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: hall closet; Comments: Exposed wires observed on electrical box that is not secured	1.6

Building 3 - Building Exterior — Possible Points: 1.7

FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: frt door; Comments: no ramp access	
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.4
		Stained/Peeling/Needs Paint	Level 1		0.1

Building 3 - Unit 1725-107 — Possible Points: 2.1

Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.2
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1
Electrical System	OD	GFI - Inoperable (NLT)	Level 3	Location: bath; Comments: The GFI does not function.	1.1
Kitchen	OD	Cabinets - Missing/Damaged**	Level 2		0.2
		Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2
Windows	OD	Inoperable/Not Lockable** (NLT)	Level 3	Location: kitchen; Comments: A window is not functioning, but cannot be secured. In the immediate area, there are no other windows that are functioning properly.	0.2

Building 3 - Unit 1725-109 — Possible Points: 2.1

Doors	OD	Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1
Outlets/Switches	OD	Missing/Broken Cover Plates (LT)	Level 3	Location: living; Comments: A cover plate is broken which causes wires to be exposed.	0.2

Building 4 - Building Exterior — Possible Points: 1.5

FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: frt door; Comments: no ramp access	
Roofs	OD	Damaged Soffits/Fascia	Level 1		0.2
		Missing/Damaged Components from Downspout/Gutter**	Level 2		0.3
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.4

Inspection Summary Report - 296968

Walls	OD	Stained/Peeling/Needs Paint	Level 1		0.1

Building 4 - Unit 1731A-106 — Possible Points: 2.0

Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1
		Damaged Hardware/Locks**	Level 1		0.1
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1
Kitchen	OD	Cabinets - Missing/Damaged**	Level 2		0.2
		Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2
Outlets/Switches	OD	Missing/Broken Cover Plates (LT)	Level 3	Location: bedroom; Comments: A cover plate is missing, which causes wires to be exposed.	0.2
Walls	OD	Damaged**	Level 1		<0.05

Building 4 - Unit 1731A-107 — Possible Points: 2.0

Bathroom	OD	Plumbing - Clogged Drains (NLT)	Level 3	Location: bath; Comments: drain is completely clogged	1.6
Ceiling	OD	Peeling/Needs Paint**	Level 1		<0.05
Doors	OD	Damaged Hardware/Locks**	Level 3	Location: bath; Comments: door that requires locking cannot be locked because of damage to the door's hardware.	0.2
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bath; Comments: One door has a hole larger than 1 inch in diameter, significant peeling that affects the integrity of the door surface.	0.2
		Missing Door	Level 1		0.1
itchen	OD	Cabinets - Missing/Damaged**	Level 2		0.2
Outlets/Switches	OD	Missing/Broken Cover Plates (LT)	Level 3	Location: bedrooms; Comments: A cover plate is missing, which causes wires to be exposed.	0.2
Walls	OD	Damaged**	Level 1		<0.05

Building 5 - Building Exterior — Possible Points: 2.8

Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.6
		Stained/Peeling/Needs Paint	Level 1		0.2

Building 5 - Common Areas — Possible Points: 0.7

Laundry Room	OD	Dryer Vent - Missing/Damaged/Inoperable	Level 3	Location: laundry; Comments: Dryer exhaust is not effectively vented to the outside.	0.4
		Windows - Inoperable/Not Lockable** (NLT)	Level 3	Location: laundry; Comments: A window is not functioning, but cannot be secured. In the immediate area, there are no other windows that are functioning properly.	0.4
Restrooms/Pool Structures	OD	Doors - Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bath; Comments: One door has a hole larger than 1 inch in diameter, significant peeling that affects the integrity of the door surface.	0.2
Storage	OD	Doors - Missing Door	Level 2		0.2

Building 5 - Building Exterior - Health & Safety

lazards	OD	Tripping (NLT)	Level 3	Location: ext walkways; Comments: RAISED CONC. JOINT MORE THAN 3/4 INCH CAUSED TRIPPING	0.0

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Building 5 - Unit 311-108				Possible Points:	2.0
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1
		Damaged Hardware/Locks**	Level 1		0.1
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2

Building 5 - Unit 311-108 - Health & Safety					
Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: bedroom; Comments: Exposed wires observed on electrical box that is not secured	1.6

Building 5 - Unit 311-109				Possible Points:	2.0
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1

Building 5 - Unit 311-206				Possible Points:	2.0
Doors	OD	Damaged Hardware/Locks**	Level 1		0.1
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1

Building 5 - Unit 311-208				Possible Points:	2.0
Doors	OD	Damaged Hardware/Locks**	Level 1		0.1
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2
Outlets/Switches	OD	Missing/Broken Cover Plates (LT)	Level 3	Location: bedroom; Comments: A cover plate is missing, which causes wires to be exposed.	0.2

Building 6 - Building Exterior				Possible Points:	1.5
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.4
		Stained/Peeling/Needs Paint	Level 1		0.1

Building 6 - Unit 411-102				Possible Points:	2.0
Doors	OD	Damaged Hardware/Locks**	Level 1		0.1
Electrical System	OD	GFI - Inoperable (NLT)	Level 3	Location: bath; Comments: The GFI does not function.	1.1

Building 6 - Unit 411-203				Possible Points:	2.0
Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.2
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1
		Damaged Hardware/Locks**	Level 1		0.1
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 7 - Building Exterior				Possible Points:	1.8
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: frt door; Comments: no ramp access	
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.4
		Stained/Peeling/Needs Paint	Level 1		0.2

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Building 7 - Building Systems					Possible Points: 2.3
Domestic Water	OD	Leaking Central Water Supply	Level 3	Location: ext hose bibs; Comments: water is leaking.	1.4

Building 7 - Unit 321A-106					Possible Points: 2.0
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.4

Building 7 - Unit 321A-204					Possible Points: 2.0
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: Observed light around the door	0.1
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 1		0.2
		Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 9 - Common Areas					Possible Points: 1.5
Kitchen	OD	Refrigerator - Damaged/Inoperable	Level 1		0.1
Laundry Room	OD	Doors - Damaged Hardware/Locks**	Level 3	Location: ext door; Comments: entry door that requires locking cannot be locked because of damage to the door's hardware.	0.4
Other Community Spaces	OD	Outlets/Switches/Cover Plates - Missing/Broken	Level 1		<0.05
Restrooms/Pool Structures	OD	Ceiling - Water Stains/Water Damage/Mold/Mildew**	Level 1		<0.05
		Doors - Damaged Hardware/Locks**	Level 3	Location: bath; Comments: door that requires locking cannot be locked because of damage to the door's hardware.	0.2

Building 10 - Building Exterior					Possible Points: 0.5
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: frt door; Comments: no ramp access	
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.1
		Stained/Peeling/Needs Paint	Level 1		<0.05

Building 10 - Building Systems					Possible Points: 0.5
Fire Protection	OD	Missing/Damaged/Expired Extinguishers** (LT)	Level 3	Location: 1711-110 kitchen; Comments: more than 10% of the fire extinguishers are expired.	0.5

Building 10 - Unit 1711b-110					Possible Points: 2.1
Outlets/Switches	OD	Missing/Broken Cover Plates (LT)	Level 3	Location: living; Comments: A cover plate is missing, which causes wires to be exposed.	0.2
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: bedroom; Comments: A single smoke detector does not function as it should.	
Windows	OD	Cracked/Broken/Missing Panes (NLT)	Level 3	Location: bedroom; Comments: window pane is broken	0.2

Building 11 - Building Exterior					Possible Points: 0.9
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: frt door; Comments: no ramp access	
Roofs	OD	Damaged Soffits/Fascia	Level 1		0.1
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.2

Walls	OD	Stained/Peeling/Needs Paint	Level 1		0.1

Building 11 - Unit 1731b-116				Possible Points:	2.0
Doors	OD	Damaged Hardware/Locks**	Level 3	Location: bath; Comments: door that requires locking cannot be locked because of damage to the door's hardware.	0.2
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bath; Comments: One door has a hole larger than 1 inch in diameter, significant peeling that affects the integrity of the door surface.	0.2
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 12 - Building Exterior				Possible Points:	2.0
Roofs	OD	Missing/Damaged Components from Downspout/Gutter**	Level 2		0.4
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.5
		Stained/Peeling/Needs Paint	Level 1		0.2

Building 12 - Unit 321B-107				Possible Points:	2.0
Floors	OD	Floor Covering Damage**	Level 1		0.1
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 12 - Unit 321b-112				Possible Points:	2.0
Bathroom	OD	Shower/Tub - Damaged/Missing**	Level 1		0.2
Doors	OD	Damaged Hardware/Locks**	Level 1		0.1

Building 12 - Unit 321B-213				Possible Points:	2.0
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: frt door; Comments: light observed around the door	0.1
		Damaged Hardware/Locks**	Level 1		0.1
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

NOTE: Score for any given building or unit can not be negative (if deductions are greater than possible points, the score is set to zero)

Inspection Summary Report - 296969

Inspection No: 296969
Property: (82970) ROSE GARDEN SR CITIZEN / NV-003
1632 YALE STREET
NORTH LAS VEGAS, NV 89030

Scattered Site?: No
PIH Project: NV007003
Comments: 91% occup, Sr. Citz Complex, TAC 564112

Inspection Date: 4/11/2008
Phone: (702) 649-2451
Fax: (702) 430-3207
E-Mail Address: NA
ACC#: _____
CA#: _____

Building Unit Count

	#Total	#Inspected
Buildings	5	5
Units	120	22

Scores

	Possible Points	Area Points	H & S Deduction
Site	16.6	9.2	9.2
Bldg Ext	16.0	9.4	1.4
Bldg Sys	18.0	9.8	0.0
CA	6.8	5.1	3.0
Units	42.5	39.9	3.9
Overall	100.0	73.4	17.5
Final Score = Area Points - H & S Deduction			56 c

Health and Safety Counts

Non-Life Threatening

	Site	Bldg	Unit	Total
Actual	2	1	9	12
%Inspected	---	100%	18%	---
Projected	2	1	49	52

Life Threatening

Actual	0	4	0	4
%Inspected	---	100%	18%	---
Projected	0	4	0	4

Smoke Detectors

Actual	0	0	0	0
%Inspected	---	100%	18%	---
Projected	0	0	0	0

Systemic Deficiencies:

	Area	Item	Defect	# with Defect	# Total	% of Bldgs / Units with Defect
Capital	CA	Trash Collection Areas	Chutes - Damaged/Missing Components**	2	2	100%
Ordinary	BldgExt	Walls	Missing Pieces/Holes/Spalling**	2	5	40%
			Stained/Peeling/Needs Paint	2	5	40%
	BldgSys	Fire Protection	Missing/Damaged/Expired Extinguishers**	2	5	40%

Note: Capital items are repairs that generally require large cash outlays. (Items such as new roofs and new appliances).
Ordinary items are repairs that require smaller cash outlays. (Items such as light fixtures, fire extinguishers, and smoke detectors).

Participants:

Management Agent Carvey, Rose N.LAS VEGAS HOUSING AUTHORITY	Phone: (702) 649-2451 Fax: (702) 430-3221 E-Mail Address: rcarvey@hacnlv.com	1632 YALE STRET N.LAS VEGAS, NV 89030
Owner/PHA ENGLAND, DON NORTH LAS VEGAS HOUSING AUTHORITY	Phone: (702) 649-2451 Fax: (702) 430-3207 E-Mail Address: dengland@hacnlc.com	1632 YALE STREET NORTH LAS VEGAS, NV 89030
Regional Office Contact Frazier, Keith North Las Vegas Housing Auth	Phone: Fax: E-Mail Address:	

Buildings/Units:

No	Name/Type/Reason Uninspectable		Year built	# Units	Address
1	NORTH Mid/High Rise Apartments		1971	60	1632 YALE STREET NORTH BLDG. units 101-320 NORTH LAS VEGAS NV 89030
	104	1 Bedroom	Occupied		
	105	1 Bedroom	Occupied		
	108	Efficiency	Occupied		

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	110	Efficiency	Occupied		
	111	Efficiency	Occupied		
	116	Efficiency	Occupied		
	117	1 Bedroom	Not Occupied	*Vacant*	
	217	1 Bedroom	Occupied		
	301	1 Bedroom	Not Occupied	*Vacant*	
	306	1 Bedroom	Occupied		
	Comments: alt 117 1br, vac 306 used for vac org 1 bedroom				
	313	Efficiency	Occupied		
	315	Efficiency	Occupied		
	319	1 Bedroom	Occupied		
2	SOUTH Mid/High Rise Apartments		1971	60	1632 YALE STREET SOUTH BLDG. units 121-340 NORTH LAS VEGAS NV 89030
	122	1 Bedroom	Occupied		
	134	Efficiency	Occupied		
	138	1 Bedroom	Not Occupied	*Vacant*	
	Comments: ALT 140 USED FOR VAC ORG				
	139	1 Bedroom	Occupied		
	140	1 Bedroom	Occupied		
	Comments: ALT 140 USED FOR VAC ORG				
	224	1 Bedroom	Occupied		
	226	Efficiency	Occupied		
	229	Efficiency	Occupied		
	231	Efficiency	Occupied		
	232	Efficiency	Occupied		
	235	1 Bedroom	Occupied		
	326	Efficiency	Occupied		
3	COMMUNITY RM Common Building		1972	0	1632 YALE STREET COMM ROOM NORTH LAS VEGAS NV 89030
Comments: no key tO STORAGE,KITCHEN					
4	ATRIUM/STORAGE Common Building		1971	0	1632 YALE STREET ATRIUM/STORAGE NORTH LAS VEGAS NV 89030
Comments: NO WINDOWS OBSERVED					
5	Administration Bul Common Building		1978	0	1632 YALE STREET NORTH LAS VEGAS NV 89030
Comments: no access to record room					

Inspectable Items:

Inspected Item	NO/OD	Observation	Severity	Location/Comments	Ded.
Certificates					
Lead Based Paint Disclosure Form	NO				

Inspection Summary Report - 296969

Lead Based Paint Inspection Report	NO				

Site - Health & Safety

Hazards	OD	Sharp Edges (NLT)	Level 3	Location: EAST SIDE OF FENCE; Comments: BROKEN GLASS BOTTLES ON SITE GROUNDS	5.3

Site

Possible Points: 16.6

Fencing and Gates**	OD	Damaged/Falling/Leaning** (NLT)	Level 3	Location: EXT GATE; Comments: EXT gate is no longer there.	5.7
Grounds	OD	Erosion/Rutting Areas**	Level 2		3.6
		Overgrown/Penetrating Vegetation	Level 2		2.7
Parking Lots/Driveways/Roads	OD	Potholes/Loose Material**	Level 1		1.2

Building 1 - Building Systems

Possible Points: 7.1

Fire Protection	OD	Missing/Damaged/Expired Extinguishers**	Level 2		4.0

Building 1 - Common Areas

Possible Points: 1.3

Closet/Utility/Mechanical	OD	Windows - Damaged Window Sill	Level 2		0.3
Halls/Corridors/Stairs	OD	Electrical - Missing Covers (LT)	Level 3	Location: 1st flr hall; Comments: A cover is missing from timmer box, and you see exposed electrical connections.	1.3
Trash Collection Areas	OD	Chutes - Damaged/Missing Components**	Level 3	Location: 2nd flr hall; Comments: damage hardware	0.4

Building 1 - Unit 104

Possible Points: 1.9

Hot Water Heater	OD	Rust/Corrosion**	Level 1		0.1
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2

Building 1 - Unit 105

Possible Points: 1.9

Electrical System	OD	GFI - Inoperable (NLT)	Level 3	Location: bath; Comments: The GFI does not function.	1.0

Building 1 - Unit 108

Possible Points: 1.9

Doors	OD	Damaged Surface - Holes/Paint/Rusting/Glass**	Level 2		0.1
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2

Building 1 - Unit 110

Possible Points: 1.9

Call-for-Aid	OD	Inoperable (NLT)	Level 3	Location: bedroom; Comments: The system does not function as it should.	0.1
Windows	OD	Cracked/Broken/Missing Panes	Level 1		0.1

Building 1 - Unit 110 - Health & Safety

Infestation	OD	Insects (NLT)	Level 3	Location: kitchen; Comments: dead roaches	0.7

Building 1 - Unit 111

Possible Points: 1.9

Doors	OD	Damaged Hardware/Locks**	Level 3	Location: ext entry door; Comments: entry door that requires locking cannot be locked because of damage to the door's hardware.	0.2

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Building 1 - Unit 111 - Health & Safety					
Infestation	OD	Insects (NLT)	Level 3	Location: living; Comments: dead roaches	0.7

Building 1 - Unit 116				Possible Points:	1.9
Doors	OD	Damaged Hardware/Locks**	Level 1		0.1
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2

Building 1 - Unit 217				Possible Points:	1.9
Doors	OD	Damaged Hardware/Locks**	Level 1		0.1
Hot Water Heater	OD	Rust/Corrosion**	Level 1		0.1

Building 1 - Unit 306				Possible Points:	1.9
Doors	OD	Damaged/Missing Screen/Storm/Security Door**	Level 1		0.1

Building 1 - Unit 306 - Health & Safety					
Infestation	OD	Insects (NLT)	Level 3	Location: unit; Comments: roaches	0.7

Building 1 - Unit 313				Possible Points:	1.9
Doors	OD	Damaged/Missing Screen/Storm/Security Door**	Level 1		0.1
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 1 - Unit 315				Possible Points:	1.9
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.2

Building 1 - Unit 319				Possible Points:	1.9
Doors	OD	Damaged/Missing Screen/Storm/Security Door**	Level 1		0.1

Building 2 - Building Exterior				Possible Points:	6.4
Foundations	OD	Cracks/Gaps**	Level 3	Location: EXT FOUNDATION; Comments: gaps more than 3/8 inch wide by 3/8 inch deep by 6 inches long	6.1
Roofs	OD	Missing/Damaged Components from Downspout/Gutter**	Level 1		0.7
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		1.5

Building 2 - Building Systems				Possible Points:	7.1
Fire Protection	OD	Missing/Damaged/Expired Extinguishers**	Level 2		4.0

Building 2 - Common Areas				Possible Points:	1.0
Halls/Corridors/Stairs	OD	Windows - Cracked/Broken/Missing Panes (NLT)	Level 3	Location: 3 FLR HALL; Comments: glass pane is broken	0.9
Trash Collection Areas	OD	Chutes - Damaged/Missing Components**	Level 3	Location: 3RD FLOOR HALL; Comments: DAMAGE HARDWARE	0.4

Building 2 - Unit 122				Possible Points:	1.9

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Call-for-Aid	OD	Inoperable (NLT)	Level 3	Location: BEDROOM; Comments: The system does not function as it should.	0.1
Doors	OD	Damaged Hardware/Locks**	Level 3	Location: BATH; Comments: door that requires locking cannot be locked because of damage to the door's hardware.	0.2
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 2 - Unit 122 - Health & Safety					
Hazards	OD	Tripping (NLT)	Level 3	Location: BEDROOM; Comments: TV CABLE WIRE CAUSED TRIPPING	0.0

Building 2 - Unit 134				**Possible Points:**	1.9
Doors	OD	Damaged Frames/Threshold/Lintels/Trim** (NLT)	Level 3	Location: BATH; Comments: door is not functioning or cannot be locked because of damage to the THRESHOLD	0.1
		Damaged/Missing Screen/Storm/Security Door**	Level 1		0.1

Building 2 - Unit 140				**Possible Points:**	1.9
Doors	OD	Damaged Frames/Threshold/Lintels/Trim**	Level 2		0.1
		Damaged Hardware/Locks**	Level 1		0.1

Building 2 - Unit 224				**Possible Points:**	1.9
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 2 - Unit 226				**Possible Points:**	1.9
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1		<0.05

Building 2 - Unit 231				**Possible Points:**	2.0
Doors	OD	Damaged/Missing Screen/Storm/Security Door**	Level 1		0.1
Electrical System	OD	Blocked Access to Electrical Panel** (NLT)	Level 3	Location: KITCHEN; Comments: DOOR SCREW SHUT	0.5

Building 2 - Unit 232				**Possible Points:**	1.9
Doors	OD	Damaged/Missing Screen/Storm/Security Door**	Level 1		0.1

Building 2 - Unit 326				**Possible Points:**	1.9
Bathroom	OD	Plumbing - Leaking Faucet/Pipes	Level 1		0.2
Doors	OD	Damaged Hardware/Locks**	Level 3	Location: BATH; Comments: door that requires locking cannot be locked because of damage to the door's hardware.	0.2

Building 3 - Common Areas				**Possible Points:**	2.1
Other Community Spaces	OD	Doors - Missing Door	Level 2		0.5

Building 3 - Building Exterior - Health & Safety					
Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: UTIL CLOSET; Comments: Exposed wires from missing knock outs	1.3
		Exposed Wires/Open Panels** (LT)	Level 3	Location: EXT MAIN; Comments: Exposed wires observed on electrical box that is not secured	1.3

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Building 4 - Building Exterior					Possible Points: 0.1
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		<0.05
		Stained/Peeling/Needs Paint	Level 1		<0.05

Building 5 - Building Exterior					Possible Points: 1.5
Walls	OD	Stained/Peeling/Needs Paint	Level 1		0.1

Building 5 - Building Systems					Possible Points: 2.0
Emergency Power	OD	Auxiliary Lighting Inoperable	Level 3	Location: bath, halls; Comments: Auxiliary lighting does not function.	0.2

Building 5 - Common Areas					Possible Points: 2.3
Office	OD	Ceiling - Holes/Missing Tiles/Panels/Cracks**	Level 1		0.1

Building 5 - Common Areas - Health & Safety					
Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: basement; Comments: Exposed wires from missing knock outs	1.9

NOTE: Score for any given building or unit can not be negative (if deductions are greater than possible points, the score is set to zero)

Inspection Change Summary

Score Change Summary

Date of Score	Site			Bldg Ext			Bldg Sys			CA			Units			Overall			Final
	PP	AP	HS	PP	AP	HS	PP	AP	HS	PP	AP	HS	PP	AP	HS	PP	AP	HS	
05/27/2008	6.6	9.2	9.2	6.0	9.4	1.4	8.0	9.8	0.0	6.8	5.1	3.0	2.5	9.9	3.9	100.0	73.4	17.5	56 c
Original Score	6.6	9.2	9.2	6.0	9.4	1.4	8.0	9.8	6.2	6.8	5.1	3.0	2.6	0.0	3.9	100.0	73.4	23.7	50 c

Note: PP - Possible Points, AP - Area Points, HS - Health and Safety Deduction, IR - Inspection Review.

Item/Defect Change Summary

Date of Change	Area	Item	NO/OD	Observation	Severity
05/27/2008	Bldg 1 - BldgSys	Fire Protection	OD	Missing Sprinkler Head** (NLT)	Level 3
05/27/2008	Bldg 2 - BldgSys	Fire Protection	OD	Missing Sprinkler Head** (NLT)	Level 3

Note: Records of earliest date are original.
Current inspection data can be found in main report.

TAB B

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 THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program Grant No: NV39P00750107	Federal FY of Grant: 2007
__Original Annual Statement	__ Reserve for Disasters/ Emergencies	_x_ Revised Annual Statement (revision no: 2)
__ Performance and Evaluation Report for Period Ending: 03/31/08		__ 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	36,064	36,064	36,064	11,013.98
3	1408 Management Improvements Soft Costs	65,128	65,128	-	-
	Management Improvements Hard Costs	7,000	7,000	4,388	4,388.00
4	1410 Administration	36,064	36,064	-	-
5	1411 Audit	1,200	1,200	-	-
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	23,000	5,000	-	-
10	1460 Dwelling Structures	143,687	168,000	46,440	46,440.27
11	1465.1 Dwelling Equipment—Nonexpendable	8,500	8,036	8,036	8,036.00
12	1470 Nondwelling Structures	-	20,000	-	-
13	1475 Nondwelling Equipment	35,000	10,000	-	-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency	5,000	4,151	-	-
20	**Amount of Annual Grant: (sum of lines 2-19)**	360,643	360,643	94,928	69,878.25
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security	-	-	-	-
24	Amount of line 20 Related to Energy Conservation				

Signature of Executive Director - Rose M. Carvey, Acting CEO	Date	Signature of Public Housing Director	Date
	5/5/2008		

NV007B01

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

CFP #: NV39P007501-07 R2

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
HA-Wide Soft	Operations	1406		36,064	36,064	36,064	11,013.98	
Costs	SUB-TOTAL			36,064	36,064	36,064	11,013.98	
	Upgrade computer software & hardware	1408		9,000	9,000	4,388	4,388.00	
	Employee Training	1408		11,000	11,000			
	Consultant	1408		-	-			
	Security	1408		52,128	52,128			
	SUB-TOTAL			72,128	72,128	4,388	4,388.00	
	Administrative Salaries & Benefits	1410		36,064	36,064			
	SUB-TOTAL			36,064	36,064	-	-	
	Audit	1411		1,200	1,200			
	SUB-TOTAL			1,200	1,200	-	-	
Rose Garden	Update landscaping	1450		5,000	5,000			
NV007-003	SUB-TOTAL			5,000	5,000	-	-	
	Abate mold/rehab	1460		500	-			
	Replace window blinds	1460		5,000	6,000	4,673	4,672.51	
	Paint bldg exterior	1460		20,000	-			
	Replace carpeting	1460		15,000	14,000			
	Replace screens	1460		4,500	4,500			
	Resurface bath tubs	1460		1,000	1,000			
	Replace water heaters	1460		1,000	1,000	1,000	999.75	
	Replace Elevator	1460		-	80,000			
	Paint building interior	1460		15,000	10,000			
	SUB-TOTAL			62,000	116,500	5,673	5,672.26	
	Refrigerators & stoves	1465		5,000	4,025	4,025	4,025.00	
	SUB-TOTAL			5,000	4,025	4,025	4,025.00	
	Renovate Laundry Rooms	1470		-	20,000	-	-	
	SUB-TOTAL			-	20,000	-	-	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

CFP #: NV39P007501-07 R2

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
Casa Rosa	Update landscaping	1450		15,000	-			
NV007-004	Replace Sidewalks	1450		3,000	-			
	SUB-TOTAL			18,000	-	-	-	
	Abate mold/rehab	1460		500	-			
	Add fiber to Tot Lots	1460		-	-			
	Paint/update Buildings Exterior	1460		26,187	-			
	Replace unit floor coverings	1460		20,000	25,000	21,839	21,838.65	
	Replace closet doors	1460		3,500	-			
	Replace furnaces/heating units	1460		16,500	16,500	13,425	13,425.00	
	Paint building interiors	1460		15,000	10,000	5,504	5,504.36	
	SUB-TOTAL			81,687	51,500	40,768	40,768.01	
	Refrigerators & stoves	1465		3,500	4,011	4,011	4,011.00	
	SUB-TOTAL			3,500	4,011	4,011	4,011.00	
HA-Wide Hard	Maintenance Tools	1475		6,500	6,500			
	Community space equipment	1475		2,500	2,500			
	Office equipment	1475		1,000	1,000			
	Vehicle Replacement	1475		25,000	-			
	SUB-TOTAL			35,000	10,000	-	-	
	Contingency	1502		5,000	4,151			
	SUB-TOTAL			5,000	4,151	-	-	
	GRAND TOTAL			360,643	360,643	94,928	69,878.25	

Signature of Executive Director - Rose M. Carvey, Acting CEO — Date 5/5/2008

Signature of Public Housing Director — Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program No: NV39P00750107	FFY of Grant: 2007

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	
HA-Wide Activities	9/12/2009			9/12/2011			
Rose Garden	9/12/2009			9/12/2011			
NV007-003							
Casa Rosa	9/12/2009			9/12/2011			
NV007-004							

Signature of Executive Director - Rose M. Carvey, Acting CEO	Date	Signature of Public Housing Director	Date
	5/5/2008		

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 THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program Grant No: NV39P00750108	Federal FY of Grant: 2008
_x_ Original Annual Statement	__ Reserve for Disasters/ Emergencies	__ Revised Annual Statement (revision no:)
__ Performance and Evaluation Report for Period Ending: 12/31/2006		__ 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	35,000	37,114	-	-
3	1408 Management Improvements Soft Costs	65,000	69,229	-	-
	Management Improvements Hard Costs	5,000	5,000	-	-
4	1410 Administration	35,000	37,114	-	-
5	1411 Audit	1,000	1,500	-	-
6	1415 Liquidated Damages				
7	1430 Fees and Costs	18,525	40,000	-	-
8	1440 Site Acquisition				
9	1450 Site Improvement	50,000	38,000	-	-
10	1460 Dwelling Structures	85,000	85,000	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	2,475	5,000	-	-
12	1470 Nondwelling Structures	43,000	46,190	-	-
13	1475 Nondwelling Equipment	5,000	5,000	-	-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency	5,000	2,000	-	-
20	**Amount of Annual Grant: (sum of lines 2-19)**	350,000	371,147	-	-
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance	64,000	91,190	-	-
23	Amount of line 20 Related to Security	50,000	54,229	-	-
24	Amount of line 20 Related to Energy Conservation				

Signature of Executive Director - Don L. England, CEO	Date	Signature of Public Housing Director	Date
	5/7/2008		

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

CFP #: NV39P007501-08

Development Number/Name	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
HA-Wide Soft	Operations	1406		35,000	37,114			
Costs	SUB-TOTAL			35,000	37,114	-	-	
	Upgrade computer hardware	1408		5,000	5,000			
	Upgrade computer software	1408		4,000	4,000			
	Employee Training	1408		5,000	5,000			
	Consultant	1408		6,000	6,000			
	Security	1408		50,000	54,229			
	SUB-TOTAL			70,000	74,229	-	-	
	Administrative Salaries & Benefits	1410		35,000	37,114			
	SUB-TOTAL			35,000	37,114	-	-	
	Audit	1411		1,000	1,500			
	SUB-TOTAL			1,000	1,500	-	-	
	A&E / 504 compliance	1430		18,525	40,000			
	SUB-TOTAL			18,525	40,000	-	-	
HA-Wide Hard	Maintenance Tools	1475		5,000	5,000			
Costs	SUB-TOTAL			5,000	5,000	-	-	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

CFP #: NV39P007501-08

Development Number/Name	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
Rose Garden	Replace Exterior Lighting	1450		25,000	25,000			
NV007-003	Repair/replace main sewer lines				13,000			
	SUB-TOTAL			25,000	38,000	-	-	
	Replace elevator	1460	1	60,000	80,000			
	SUB-TOTAL			60,000	80,000	-	-	
	504 self cleaning stoves	1465	6	1,350	5,000			
	SUB-TOTAL			1,350	5,000	-	-	
	Replace Lobby Counters to meet 504	1470		5,000	6,190			
	Renovate public restrooms to meet 504	1470	4	38,000	40,000			
	SUB-TOTAL			43,000	46,190			
Casa Rosa	Replace Exterior Lighting	1450		25,000	-			
NV007-004	SUB-TOTAL			25,000	-	-	-	
	Replace roofs	1460	1	25,000	5,000			
	SUB-TOTAL			25,000	5,000	-	-	
	504 self cleaning stoves	1465	5	1,125	-			
	SUB-TOTAL			1,125	-	-	-	
	Contingency	1502		5,000	2,000			
	SUB-TOTAL			5,000	2,000	-	-	
	GRAND TOTAL			350,000	371,147	-	-	

Signature of Executive Director - Don L. England, CEO | Date 5/7/2008 | Signature of Public Housing Director | Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name: HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS	Grant Type and Number Capital Fund Program No: NV39P00750108	FFY of Grant: 2008

Development Number/Name HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide Activities	9/30/2010	6/10/2010		9/30/2012	6/12/2012		
Rose Garden	9/30/2010	6/10/2010		9/30/2012	6/12/2012		
NV007-003							
Casa Rosa	9/30/2010	6/10/2010		9/30/2012	6/12/2012		
NV007-004							

Signature of Executive Director - Don L. England, CEO	Date	Signature of Public Housing Director	Date
	5/7/2008		

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

Department of Housing and Urban Development
Office of Public and Indian Housing

Attachment NV007C01

HA Name: Housing Authority of the City of North Las Vegas		Locality (City/County & State): North Las Vegas, Nevada			x Original __ Revision No:___
A. Development Number/Name	Work Stmt. for Year 1 FFY 2008	Work Statement for Year 2 FFY 2009	Work Statement for Year 3 FFY 2010	Work Statement for Year 4 FFY 2011	Work Statement for Year 5 FFY 2012
Rose Garden NV007-003 Casa Rosa NV007-004	See Annual Statement				
B. Physical Improvements Subtotal		200,500	209,000	209,000	208,100
C. Management Improvements		70,000	70,000	70,000	70,000
D. HA-Wide Nondwelling Structures and Equipment		8,500	-	-	900
E. Administration		35,000	35,000	35,000	35,000
F. Other		1,000	1,000	1,000	1,000
G. Operations		35,000	35,000	35,000	35,000
H. Demolition					
I. Replacement Reserve					
J. Mod Used for Development					
K. Total CGP Funds					
L. Total Non-CGP funds					
M. Grand Total		350,000	350,000	350,000	350,000

Signature of Executive Director | Date | Signature of Public Housing Director | Date

Form HUD-52834 (10/96)
ref Handbook 7485.3

NV007C01

Five-Ye ction Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. D tment of Housing
and U Development
Office of Public and Indian Housing

Work Statement for year 1 FFY 2008	Work Statement for Year 2 FFY 2009				Work Statement for Year 3 FFY 2010			
	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	NV007-3 Rose Garden	General Unit			NV007-3 Rose Garden	General Unit		
		Replace Patio Doors				Replace Patio Doors		
		Abate mold/rehab				Abate mold/rehab		
		Replace Carpet	20	18,000		Replace Carpet	20	18,000
		Replace Gas Packs				Replace Gas Packs		
		Bathroom				Bathroom		
		Renovate BR to meet ADA				Renovate BR to meet 504		
		Paint				Paint		
		Paint building interiors	24	14,400		Paint building interiors	24	14,400
		Site				Site		
		Replace Elevator				Replace Elevator		
		Kitchen				Kitchen		
		Renovate kitchen to meet ADA				Renovate kitchen to meet ADA	6	60,000
		Central Office				Central Office		
		Replace office windows				Replace office windows		
		Renovate Public Restrooms (ADA)				Renovate Public Restrooms (504)	2	19,000
		Renovate lobby						
	NV007-4	General Unit			NV007-4	General Unit		
	Casa Rosa	Replace window blinds			Casa Rosa	Replace window blinds		
		Replace Floor Covering	32	41,600		Replace Floor Covering	16	20,800
		Replace Gas Packs	6	25,200		Replace Gas Packs		
		Bathroom				Bathroom		
		Renovate BR to meet ADA				Renovate BR to meet 504	5	60,000
		Paint				Paint		
		Paint building interior	20	16,000		Paint building interior	21	16,800
		Site				Site		
		Renovate Playgrounds	1	35,300		Replace Sidewalks		
		Kitchen				Kitchen		
		Renovate kitchen to meet ADA	5	50,000				
		Community Center						
		Replace Doors	1	8,500				
	HA-wide	Equipment			HA-wide	Equipment		
		Maintenance Tools & Equipment				Maintenance Tools & Equipment		
	HA-wide	Contingency			HA-wide	Contingency		
		Subtotal of Estimated Cost		209,000		Subtotal of Estimated Cost		209,000

form HUD-52834 (10/96)
ref Handbook 7485.3

Five-Ye: ..tion Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

U.S. D ment of Housing
and L Development
Office of Public and Indian Housing

Work Statement for year 1 FFY 2008	Work Statement for Year 4 FFY 2011				Work Statement for Year 5 FFY 2012			
	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
Annual Statement	NV007-3 Rose Garden	General Unit			NV007-3 Rose Garden	General Unit		
		Replace Patio Doors	30	39,000		Replace Patio Doors		
		Abate mold/rehab				Abate mold/rehab		
		Replace Carpet				Replace Carpet	20	18,000
		Replace Gas Packs	12	9,000		Replace Gas Packs	10	7,500
		Bathroom				Bathroom		
		Renovate BR to meet 504	6	99,600		Resurface/replace bathtubs		
		Paint				Paint		
		Paint building interiors	24	14,400		Paint building interiors	24	14,400
		Site				Site		
		Replace Elevator				Replace Elevator	1	70,000
		Kitchen				Kitchen		
		Renovate kitchen to meet ADA				Renovate kitchen to meet ADA		
		Central Office				Central Office		
		Replace office windows				Replace office windows	1	25,000
		Renovate Public Restrooms (504)						
		Renovate lobby	1	5,800				3,400
	NV007-4 Casa Rosa	General Unit			NV007-4 Casa Rosa	General Unit		
		Replace window blinds				Replace window blinds		
		Replace Floor Covering				Replace Floor Covering	22	28,600
		Replace Gas Packs	6	25,200		Replace Gas Packs	6	25,200
		Bathroom				Bathroom		
		Renovate BR to meet 504				Renovate BR to meet 504		
		Paint				Paint		
		Paint building interior	20	16,000		Paint building interior	20	16,000
		Site				Site		
		Replace Sidewalks				Replace Sidewalks		
		Kitchen				Kitchen		
	HA-wide	Equipment			HA-wide	Equipment		
		Maintenance Tools & Equipment				Maintenance Tools & Equipment		900
	HA-wide	Contingency			HA-wide	Contingency		
		Subtotal of Estimated Cost		209,000		Subtotal of Estimated Cost		209,000

form HUD-52834 (10/96)
ref Handbook 7485.3

Five- **Action Plan**
Part II: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

U **partment of Housing**
a. **ban Development**
Office of Public and Indian Housing

Work Statement for year 1 FFY 2008	Work Statement for Year 2 FFY 2009				Work Statement for Year 3 FFY 2010			
	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	HA-Wide	Operations		35,000	HA-Wide	Operations		35,000
	HA-Wide	Management Improvements			HA-Wide	Management Improvements		
		Hardware and Software		5,000		Hardware and Software		5,000
		Training to improve PHAs score		5,000		Training to improve PHAs score		5,000
		Consultant to improve PHAs score		10,000		Consultant to improve PHAs score		10,000
		Security patrols and improvements		50,000		Security patrols and improvements		50,000
	HA-Wide	Salaries and Fringes		35,000	HA-Wide	Salaries and Fringes		35,000
	HA-Wide	Audit Fees		1,000	HA-Wide	Audit Fees		1,000
		Subtotal of Estimated Cost		141,000		Subtotal of Estimated Cost		141,000

form HUD-52834 (10/96)
ref Handbook 7485.3

Five ... Action Plan
Part II: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

U.S ...rtment of Housing
and ...an Development
Office of Public and Indian Housing

Work Statement for year 1 FFY 2007	Work Statement for Year 4 FFY 2011				Work Statement for Year 5 FFY 2012			
	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	HA-Wide	Operations		35,000	HA-Wide	Operations		35,000
	HA-Wide	Management Improvements			HA-Wide	Management Improvements		
		Hardware and Software		5,000		Hardware and Software		5,000
		Training to improve PHAs score		5,000		Training to improve PHAs score		5,000
		Consultant to improve PHAs score		10,000		Consultant to improve PHAs score		10,000
		Security patrols and improvements		50,000		Security patrols and improvements		50,000
	HA-Wide	Salaries and Fringes		35,000	HA-Wide	Salaries and Fringes		35,000
	HA-Wide	Audit Fees		1,000	HA-Wide	Audit Fees		1,000
		Subtotal of Estimated Cost		141,000		Subtotal of Estimated Cost		141,000

form HUD-52834 (10/96)
ref Handbook 7485.3

Housing Authority of the City of North Las Vegas

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FOR THE

PUBLIC HOUSING PROGRAM

Approved by the PHA Board of Commissioners: April 11, 2009

Submitted to HUD: April 14, 2009

2009 UPDATE

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. Administration of the Public Housing Program and the functions and responsibilities of the Housing Authority of the City of North Las Vegas (HACNLV) staff shall be in compliance with the HACNLV's Personnel Policy, any union agreements of the HACNLV, and this Admissions and Continued Occupancy Policy. The administration of the HACNLV's housing program will also meet the regulations of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, required sections of Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

The Housing Authority of the City of North Las Vegas program was designed to provide safe, decent and sanitary housing to low income families, at affordable rental rates.

Today, HACNLV provides public housing assistance to more than 221 families and receives an average of 933 applications for assistance each quarter.

The demand for assistance is expected to increase as HACNLV approaches the new millennium. In order to address this growing demand, HACNLV must administer its public housing program in accordance with all applicable federal, state and local statutes, regulations and ordinances. The purpose of this policy is to effectuate the provisions of those laws and regulations.

A. HOUSING AUTHORITY MISSION STATEMENT

The Housing Authority of the City of North Las Vegas is committed to providing quality, affordable housing that is decent, safe, sanitary and in good repair, to eligible families in this community through innovative resource development and responsible stewardship of our housing and fiscal resources. We strive to make the best used of all available resources so that our residents may live in an environment that is clean, well maintained and attractive.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the HACNLV is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage housing in a manner that demonstrates its responsibility to the public trust.

Following are the Housing Authority's goals and objectives that will enable the HACNLV to serve the needs of the low income and very low-income families as identified by the HACNLV for the next five fiscal years.

HUD Strategic Goal:	**Increase the availability of decent, safe, and affordable housing**
Public Housing Goal:	Create positive public relations that expand the level of family and community support in accomplishing HACNLV's mission.
Public Housing Objective:	Develop public/private partnerships to create affordable housing opportunities and to increase the number of affordable housing units with limited federal subsidy.
	Ensure that all units meet Housing Quality Standards and other HACNLV standards identified in the Admissions and Continued Occupancy Policy.
Public Housing Goal:	Provide decent, safe and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
Public Housing Objective:	Implement a flat rent structure that encourages family economic independence
Public Housing Goal:	Administer an efficient, high performing agency through continuous improvement of HACNLV's support systems and commitment to our employees and their development
Public Housing Objective:	Attain a PHAS score of 95%. Increase internal and external customer satisfaction
Public Housing Goal:	Ensure all units meet HUD's Uniform Physical Condition Standards (UPCS)
Public Housing Objective:	Attain a PHAS component score of 100%
HUD Strategic Goal:	Promote self-sufficiency and asset development of families and individuals promote homeownership opportunities to all goals (2) and the objectives.

Public Housing Goal: Promote self-sufficiency and assist in the expansion of family opportunities that address educational, socioeconomic, recreational and other human service needs

Public Housing Objectives: Increase the number and percentage of employed persons in assisted families

Provide or attract supportive services to improve employability for recipients of assistance.

In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.

To avoid concentrations of economically and socially deprived families in any one or all of the HACNLV's public housing developments.

To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to HACNLV employees.

To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the HACNLV's jurisdiction.

To facilitate the judicious management of the HACNLV inventory, and the efficient management of the HACNLV staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

To promote opportunities for persons of Limited English Proficiency to achieve full participation and access to all programs and services.

To promote homeownership opportunities.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Public Housing Authority (HACNLV) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the HACNLV.

The HACNLV Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The HACNLV will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; 24 CFR 1 and 100

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), which extend protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; 24 CFR 100

Executive Order 11063; 24 CFR 107

Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; 24 CRR 8

The Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 CFR 146

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Section 119 of the Rehabilitation, Comprehensive Services and Developmental Disabilities Amendments of 1978

Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

The HACNLV shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the HACNLV's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Fair Housing posters and housing information are displayed in locations throughout the HACNLV's office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, the HACNLV will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

The HACNLV's central office is accessible to persons with disabilities. Where additional accessibility is needed in other locations, reasonable accommodation will be made. Accessibility for the hearing impaired will be provided by using a sign language interpreter, the TDD telephone service provider or other method requested by a qualified person with a disability. Further, applicants and residents who need material presented in any alternative format because of a disability may request such an accommodation at anytime in compliance with HACNLV's Effective Communication Policy.

The HACNLV shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission; or

Deny a person access to the same level of services.

The HACNLV shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

E. CUSTOMER SERVICE

It is the policy of the HACNLV to provide courteous and efficient service to all applicants for housing assistance. In that regard, HACNLV will endeavor to accommodate persons with disabilities, as well as those persons with limited English proficiency (LEP) barriers.

F. REASONABLE ACCOMMODATIONS POLICY

1. The Authority, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and residents if they or any family members have a disability. See the Definitions section of this policy for the definition of "individual with a disability". **24 CFR § 8.4**

2. Applicants, residents or employees who are individuals with disabilities should contact the Authority's 504/ADA Coordinator or submit a request for a reasonable accommodation form to their manager/other staff to seek reasonable accommodations.

3. A reasonable accommodation is some modification or change PHA can make, at the PHA's expenses, to its units, buildings, sites, policies, practices or procedures that will assist an otherwise eligible applicant or resident with a disability to take full advantage of and use all the PHA's programs, including those that are operated by other agencies in PHA-owned public space. **24 CFR § 8.20**

4. The standard used for modifications in a PHA unit and route is the Uniform Federal Accessibility Standard (UFAS). The standard used for modifications to non-housing facilities is the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

5. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**

    a. Causes an undue financial and administrative burden; or

    b. Represents a fundamental alteration in the nature of PHA's program.

6. Examples of reasonable accommodations include, but are not limited to: **24 CFR § 8.4**

    a. Making alterations to a PHA unit to make it fully accessible so it could be used by a family member who uses a wheelchair;

    b. Making alterations to the grounds of a property and to the route through the property and building to create an accessible route for a family member who uses a wheelchair;

    c. Transferring a resident family to a unit with more bedrooms to provide a separate bedroom for a person with a disability or for a needed live-in aide;

d. Upon request, transferring a resident from a unit that cannot be made accessible to a unit that is accessible;

e. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility (as well as other modifications that may be needed for non-housing facilities to create equal access and full usability by individuals with disabilities);

f. Adding or altering unit or building features so they may be used by a family member with a disability, including but not limited to;

   1) Installing strobe-type flashing light smoke detectors in a unit for a family with a hearing impaired member;

   2) Adding structural grab bars in the bathroom;

   3) Changing the doorknobs to lever-type door handles;

   4) Modifying cabinets, counters, counter heights, appliance controls and floor area to create an accessible kitchen;

   5) Providing accessible kitchen appliances;

   6) Installing a magnifier over the thermostat for a resident with a vision impairment;

   7) Modifying fixtures, mirror position, and faucet controls, adding structural grab bars and increasing floor area to create an accessible bathroom; and

   8) Lowering the peephole on the door so it can be used by a person in a wheelchair;

g. Permitting a family to have an animal to assist a family member with a disability in a PHA family development where no pets are allowed or the size of the animal is usually limited; **24 CFR § 8.20**

h. Providing a van to take PHA resident children to and from their development, where the childcare facility is not accessible, to an accessible childcare facility; **24 CFR § 8.21**

i. Making sure that PHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**

   1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with PHA staff;

   2) Making a sign language interpreter available to an applicant or resident with a hearing impairment during interviews or meetings with PHA staff;

3) Providing Telecommunications Devices for the Deaf (TDDs) to permit persons with hearing impairments to communicate with the PHA by telephone;

4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation;

5) Permitting an outside agency or individual to assist an applicant or resident with a disability to meet the PHA's applicant screening criteria.

7. An applicant or resident family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**

   a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

   b. to care for and avoid damaging the unit and common areas;

   c. to use facilities and equipment in a reasonable way;

   d. to create no health, or safety hazards, and to report maintenance needs;

   e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

   f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

   g. to comply with necessary and reasonable rules and program requirements of HUD and the PHA.

   But there is no requirement that they be able to do these things without assistance.

8. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, permit a friend, family member or advocate to provide such assistance or make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**

9. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, PHA may terminate the lease. **24 CFR § 8.2**

10. At any time an applicant or resident family has a disability and needs or wants a reasonable

accommodation, it may be requested. **24 CFR § 8.20**

11. If an applicant or resident would prefer not to discuss the situation with the PHA, that is his/her right.

G. MAKING PROGRAMS AND FACILITIES ACCESSIBLE TO PEOPLE WITH DISABILITIES

1. Subject to the undue burdens and fundamental alterations tests, HACNLV will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HACNLV's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, HACNLV shall comply with all requirements and prohibitions in applicable law.

   Specific actions are described in the ***HACNLV's Policy on Civil Rights and Disability Rights***. **24 CFR § 8.4 attached as an addendum to the ACOP**

2. Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the PHA has such facilities) will be usable by residents with a full range of disabilities. If PHA offers such facilities, and none is accessible, some[1] will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.21**

3. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the ***HACNLV's Policy on Civil Rights and Disability Rights***. **24 CFR § 8.6**

H. PROVIDING INFORMATION IN LANGUAGES OTHER THAN ENGLISH

1. PHA makes all written materials to be used by or sent to applicants or residents available in a language other than English if at least five percent of the program eligible people in the PHA's jurisdiction speak that language and have limited English proficiency. When the group of people needing translation equals at least five percent of the program eligible

[1] It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

population:

a. In some cases, materials will be printed with an English version on one side of the paper and in an alternate language version on the reverse.

b. Complex documents, such as the Lease and Grievance Procedure will be available in both English and other languages.

c. Persons who are fluent in the alternate language are available for interviews, meetings and other forms of face-to-face communication with families whose first language is something other than English.

2. To assist persons with limited English proficiency that are not a large enough group to warrant full translation, HACNLV shall contract with a professional service provider to provide at no cost to eligible families interpretation services.

3. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants and residents shall be available in all languages used by a significant proportion of the HACNLV's eligible population or tagged to inform persons with LEP that bi-lingual staffs are available to assist in interpreting and translations. Forms that shall be translated into Spanish includes the following documents related to registration, intake, marketing, outreach, certification, re-examination and inspections:

a. Pre- Application

b. Full – Applications

c. Personal Declaration Form;

d. Leases;

e. Posters;

f. Authorization Forms

g. Flat Rent Option Notice

h. Notices

i. Grievance Procedures

Accommodations for Persons with Disabilities

The HACNLV shall make reasonable accommodation to the known physical, emotional or mental limitations of a housing applicant and/or tenant with disabilities, unless the needed or requested accommodation would impose an undue financial and administrative burden upon the operation of the public housing program or would constitute a fundamental alteration in the nature of HACNLV's programs.

For purposes of this section, a person with a disability means any person who has a physical or mental impairment that substantially limits one or more life activities; or is regarded as having such impairment; or has a record of such an impairment.

For purposes of this section, HACNLV will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms via mail;

Permitting an authorized designee to participate in the application or certification process;

Providing alternative methods of communication requested by a qualified person with a disability e.g. assisted listening devices or a certified sign language or Braille interpreter to facilitate the application or certification process.

Accommodation Requests

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the HACNLV, meaning an action requiring "significant difficulty and expense taking into account all funding sources available to HACNLV.

In determining whether accommodation would create an undue burden, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall financial resources of the HACNLV and;

The complexity and difficulty of the administrative burden caused by the accommodation and the number of staff hours needed to complete it.

Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, health care professional unless the requestor file already provides said verification.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that:

- The individual is a qualified individual with a disability and;
- The accommodation is needed as a direct result of the disability.

Home Visits

When the family requests a home visit and the need for reasonable accommodation has been established by HACNLV, the HACNLV will conduct home visits to residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by the HACNLV at least 10 calendar days before the scheduled appointment date in order for the request to be considered.

Other Accommodations

The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an accessible unit is available.

The HACNLV will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

Language Translation

The HACNLV will provide language interpreters to applicants and tenants whose primary language is other than English. The HACNLV has bi-lingual staff members who can assist Spanish-speaking applicants and tenants; interpreters from the 8th Judicial District Court will be used to interpret applications for applicants who speak all other languages (except English.) See Addendum 1 attached to this policy- Limited English Proficiency Policy

Literacy Assistance

HACNLV will provide readers to assist illiterate persons in completing the application and certification process.

I. TRANSLATION OF DOCUMENTS

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish. HACNLV may translate documents into other languages with the assistance of the 8th Judicial District Court interpreter service and other local organizations.

J. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]

The HACNLV operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the HACNLV is using its resources in a manner that reflects its commitment to quality and service. The HACNLV policies and practices are consistent with Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

The HACNLV is continuously assessing its program and consistently strives to make improvements. The HACNLV acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The HACNLV intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

K. FAMILY OUTREACH

The HACNLV will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis using methods such as resident newsletters, on-site meetings, direct mailings, and public broadcasts using the local radio and television stations.

The HACNLV will communicate the status of housing availability to other service providers in the community. The HACNLV will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

When the HACNLV's waiting list is open, the HACNLV will periodically publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, including local minority publications and other suitable means (see Chapter 4. Section A.)

Notices will be provided in English and Spanish and printed in the Spanish newspapers.

To reach persons who cannot read the newspapers; the HACNLV may distribute fact sheets to the broadcast media and utilize public service announcements.

L. AFFIRMATIVE MARKETING 24 CFR 960.103

1. HACNLV will conduct affirmative marketing as needed so the wait list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the wait list. HACNLV will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply. The method to be used for Affirmative Marketing is described in the ***HACNLV's Policy on Affirmative Marketing*** – **Attached as an addendum to this policy**

M. PRIVACY RIGHTS

Applicants, residents and all adults in their households are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice, prior to admission and each annual re-examination. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The HACNLV's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information. Information considered confidential includes identity, address, social security number, medical reports, income statements and criminal history. Said information will not be released without the authorization of the client or court order unless the requestor is a local, state or federal government agency.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be returned to the health care provider or shredded.

The HACNLV's practices and procedures are designed to safeguard the privacy of applicants and tenants.

Files will never be left unattended or placed in common areas.

HACNLV staff will not discuss or access family information contained in files unless there is a business reason to do so. Admissions staff will be required to disclose whether s/he has relatives who have applied for Public Housing. All staff will be required to disclose whether s/he has relatives who are living in Public Housing. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

N. POSTING OF REQUIRED INFORMATION

The HACNLV will maintain a bulletin board in a conspicuous area of the central office which will contain a notice of availability upon request of the following documents:

Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

Information on application taking

Directory of the HACNLV's housing sites including names, address of offices and office hours at each facility.

Income limits for admission

Current schedule of routine maintenance charges

A copy of the lease

The HACNLV's grievance procedures

A Fair Housing poster

An Equal Opportunity in Employment poster

Current resident notices

Required public notices

Security deposit charges

Information on preferences

Schedule of utility allowances (if applicable)

One Strike information

Site developments will maintain a bulletin board in a conspicuous place which will contain a notice of availability of the following documents upon request:

Tenant selection policies (960.204)

Information on application taking

Income limits for admission

Current schedule of maintenance charges

Copy of lease

HACNLV's grievance procedures

Fair Housing poster

Equal Opportunity in Employment poster

Current resident notices

Security deposit charges

Zero Tolerance policy (sexual harassment)

Hotline information

Mission statement

One Strike policy

O. TERMINOLOGY

The Housing Authority of the City of North Las Vegas is referred to as "HACNLV" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to the HACNLV as the landlord.

"Landlord" refers to the HACNLV.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

INTRODUCTION

This chapter defines both HUD's and the HACNLV's criteria for admission and denial of admission to the program. The policy of the HACNLV is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. The HACNLV staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HACNLV pertaining to their eligibility.

The guidelines in this chapter shall be followed consistently so as not to discriminate against applicants on the basis of race, color, nationality, religion, gender, familial status, marital status, disability or any other prohibited basis.

A. QUALIFICATION FOR ADMISSION

It is the HACNLV's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this chapter;

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 200 and Part 5, Subpart E);

Has an annual income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in the HACNLV offices;

Note: The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

Provides a social security number for all family members, age 6 or older, or will provide written certification that they do not have social security numbers;

Meets or exceeds the tenant selection and suitability criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

B. FAMILY COMPOSITION

Definition of Family

The applicant must qualify as a family. A family may be a single person or a group of persons. A group of persons is defined by the HACNLV as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in HACNLV housing.

Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides;

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

Occupancy by Police Officers

In order to provide an increased sense of security for public housing residents, the HACNLV may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the HACNLV's public housing program.

Head of Household

The head of household is the adult member of the household who is designated by the family as head of household, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Persons who are married are legally recognized as adults under State law.

Spouse of Head of Household

Spouse means the husband or wife of the head of household.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partners who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household.

Co-Head of Household

An individual in the household who is equally responsible for the lease with the head of household. A household may have either a spouse or co-head of household, but not both. A co-head of household never qualifies as a dependent.

Live-In Attendants

A family may include a live-in aide provided that such live-in aide:

Is determined by the HACNLV to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities;

Is not obligated for the support of the person(s); and

Would not be living in the unit except to provide care for the person(s).

Must be 18 years or older.

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit, provided doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

The live-in aide may hold outside employment or attend school if there is evidence that appropriate alternative care will be provided to the near-elderly, elderly or disabled during these periods of time.

After the HACNLV approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by the HACNLV within 30 calendar days of the HACNLV's notification. If the 30 calendar days expires, the resident will have to resubmit an application for approval of a live-in aide.

A specific live-in aide may only reside in the unit with the approval of the HACNLV. The HACNLV shall make the live-in aide subject to the agency's normal screening criteria and will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, the HACNLV may take action against the live-in aide separate from action against the assisted family.

If the live-in aide or their family members participate in drug-related or criminal activities, the HACNLV will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification of the need for a live-in aide must include the hours the care will be provided.

The HACNLV has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this chapter.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of social security numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

If a member does not have a social security number they must sign a certification stating that they do not have one. The certification shall:

state the individual's name;

state that the individual has not been issued a social security number;

state that the individual will disclose the social security number, if they obtain one at a later date;

be signed and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR, Subpart B)

In order to receive assistance, the head or spouse must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one family member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-immigrant students defined by HUD in the noncitizen regulations are not eligible for assistance.

The HACNLV will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

Individuals who are citizens of the United States may certify to their status on the required HUD form (214 form).

E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

to pay rent and other charges as required by the lease in a timely manner;

to care for and avoid damaging the unit and common areas;

to use facilities, appliances and equipment in a reasonable way;

to create no health or safety hazards, and to report maintenance needs in a timely manner;

not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HACNLV premises;

not to have ever been convicted of manufacturing or producing methamphetamine (also known as "speed") on an assisted housing site;

not subject to a lifetime sex offender registration requirement under a State sex offender registration program (effective with publication of final rule);

to comply with necessary and reasonable rules and program requirements of HUD and the HACNLV; and,

to comply with local health and safety codes.

The NLVHA must reject applicants for a period of three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. 24 CFR 204 (a).

F. SCREENING FOR "ONE STRIKE"

All federally-assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the HACNLV to fully endorse the One Strike policy that is designed to:

Help create and maintain a safe and drug-free community;

Keep our program participants free from threats to their personal and family safety;

Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the HACNLV will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past the HACNLV initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of public housing, the HACNLV shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability, marital status, sexual orientation or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the HACNLV will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be made available to applicants and tenants upon request.

Definitions

Criminal activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the HACNLV.

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug-related criminal activity means *on or off the* premises, *not just on or near the* premises.

Engaged in or engaging in or recent history of drug related criminal activity means any act within the past 12 months by applicants or participants, household members, or guests that involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Engaged in or engaging in or recent history of criminal activity means any act within the past 12 months by applicants or participants, household members, or guests that involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the HACNLV, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Other criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past 5 years.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

G. SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]

In developing its admission policies, the aim of the HACNLV is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the HACNLV to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The HACNLV will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the HACNLV.

The HACNLV does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18.

As a part of the final eligibility determination, the HACNLV will screen adult applicant household members to assess their suitability as renters.

The HACNLV will complete a credit check and rental history check for all applicants that apply for conventional and designated housing programs and all members claiming zero income.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

The HACNLV's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the HACNLV. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]

Adversely affect the physical environment or financial stability of the project. [24CFR 960.205(b)]

Violate the terms and conditions of the lease. [24CFR 8.3].

Require services from HACNLV staff that would alter the fundamental nature of the HACNLV's program. [24 CFR 8.3]

Rent Paying Habits

The HACNLV will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past five years.

Based upon these verifications, the HACNLV will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five years for nonpayment of rent, or had other legal action initiated against him/her for debts owed.

HACNLV will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond their control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

Where past rent paying ability cannot be documented, the HACNLV will check with the utility companies supplying power and gas to determine whether the family has been current and timely on their payments.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior which, when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the HACNLV's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the HACNLV shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The HACNLV shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the HACNLV;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The HACNLV will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

Qualified and Unqualified Applicants

Information which has been verified by the HACNLV will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family;*

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Any local preference to which the family is entitled.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and HACNLV procedures, except for a pending HACNLV hearing.

Applicants who are determined to be unqualified for admission will be promptly notified by a Notice of Denial of Admission stating the reason for the denial. The HACNLV shall provide applicants an opportunity for an informal hearing (see Chapter 13)

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

When the HACNLV makes a preliminary determination that a family is eligible, HACNLV will notify the family of the approximate date of occupancy. However, the date given by the HACNLV does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the HACNLV, such as turnover rates, and market demands as they affect bedroom sizes and project location.

Documenting Findings

An authorized representative of the HACNLV shall document any pertinent information received relative to the following:

Criminal Activity - Includes the activities listed in the definition of criminal activity in this chapter.

Pattern of Violent Behavior - Includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use - Includes a determination by the HACNLV that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity - Includes the activities listed in the definition of criminal activity in the One Strike chapter.

Pattern of Alcohol Abuse - Includes a determination by the HACNLV that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents (see One Strike chapter.)

Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.

Abandonment of a Public Housing Unit - without advising HACNLV officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations - Includes rent and/or utilities and other charges owed to the HACNLV (or any other PHA).

Intentionally Falsifying an Application for Leasing - Includes uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - Consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping - Includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property from previous rentals.

Whether Applicant Is Capable of Maintaining the Responsibilities of Tenancy - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

H. DENIAL OF ADMISSION

The HACNLV may deny assistance to an applicant for any and all of the reasons listed below:

1. Action/Inaction by the Applicant

The HACNLV shall deny assistance to an applicant who:

Refuses to enter into a public housing lease agreement;

Refuses to cooperate with HACNLV during the initial certification process;

Has been evicted from a federally subsidized housing program for a period of three (3) years or owes a debt to a public housing program or other assisted housing property;

Has made fraudulent representations on his/her public housing application;

Has engaged in or threatened abusive or violent behavior toward HACNLV personnel;

Credit history checks or landlord inquiries received with any listed judgments or evictions.

Fails to establish citizenship or eligible immigration status; and

Has a record of disturbance of neighbors, destruction of property or other living or housekeeping habits at prior residences, which adversely affected the health, safety or welfare of other residents.

Mitigating Circumstances: **In deciding whether to deny assistance because of an applicant's actions or failure to act, HACNLV has discretion to consider all of the circumstances in each case, including the seriousness of the action or failure the time elapsed since the action or failure to act (unless specified elsewhere in this ACOP) and the extent of the applicant's culpability. HACNLV will also consider good cause reasons for missing appointments or failing to provide requested information. Said reasons include verifiable hospitalization or travel.**

The HACNLV has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status.

2. Criminal Conduct of an Applicant or Member of the Applicant's Household

HACNLV will consult local and federal law enforcement databases to determine whether an applicant or household member, 18 years of age or older, has a criminal record. For purposes of this section, criminal record includes arrests and convictions.

HACNLV may deny assistance to an applicant if the preponderance (i.e. majority) of verifiable evidence (i.e., Scope/NCIC criminal records, police reports, reports from parole/probation officers or landlord references) indicates that an applicant and/or household members have engaged in drug-related or violent criminal activity that otherwise adversely affects the health, safety or welfare of the public.

Applicants and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addiction shall be evaluated in accordance with the standards below:

a. **Criminal Sexual Convictions** - Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

b. **Convictions for Possession and/or Use of Controlled Substance** - Applicants and/or household members who have been convicted of possession of a controlled substance that was due to the applicant and/or household members' addiction rather than sale or distribution, may be eligible for admission to the public housing program, if the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the public housing program.

c. **Termination of Assistance Due to Alcohol Abuse** - The HACNLV may deny assistance to an applicant when, through verifiable evidence, HACNLV determines that:

The applicant and/or household member has a pattern of abuse of alcohol; and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

Mitigating Circumstances. **The HACNLV may elect not to deny assistance to an applicant due to alcohol abuse, if the applicant produces verifiable evidence that:**

He/she or his/her household member has successfully completed an alcohol rehabilitation program; or

He/she or his/her household member is currently enrolled in and is regularly attending an alcohol rehabilitation program.

d. Other Felony Convictions - Applicants and/or members of their household who have felony criminal convictions, for offenses other than those referenced in paragraphs 2a and 2b above, shall be barred from admission for the time periods listed below and must demonstrate that they have not incurred any new arrests and/or convictions for a minimum period of one (1) year from the last date of their sentence.

For purposes of this section, the "last date of sentence" shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered community service and/or final payment of court-ordered fines/restitution.

I. FIVE YEAR ADMISSION BAR PERIOD

Persons evicted from public housing, Indian housing, Section 23 because of drug-related criminal activity are ineligible for admission to public housing for a **five-year** period beginning on the date of such eviction. The HACNLV will not waive this requirement.

Persons arrested or convicted of the offenses listed below shall be barred from admission to continued occupancy in the public housing program, for a period of five (5) years from the date of conviction:

Murder

Voluntary manslaughter

Involuntary manslaughter

Attempted murder

Mayhem or attempted mayhem

Convicted of Arson or Child Molestation

Kidnapping or attempted kidnapping

Battery with substantial bodily harm

Robbery or attempted robbery with the use of a deadly weapon

Trafficking in controlled substance

Sale of controlled substance

J. THREE YEAR ADMISSION BAR PERIOD

Persons with arrest or convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of three (3) years:

Possession of controlled substance with intent to sell

Coercion

Prostitution (third and further offences)

Abuse and neglect of children (2nd offense)

Open and gross lewdness (2nd offense) - if a sex offender, the three year bar does not apply. Sex offenders are forever barred.

Abuse and exploitation of older persons

Harassment and stalking (2nd offense)

Discharging a firearm out of a motor vehicle

Burglary

K. ONE YEAR ADMISSION BAR PERIOD

Gross Misdemeanor Arrests or Convictions

Persons with gross misdemeanor arrests or convictions for the offenses listed below shall be barred from the program admission and continued occupancy for a period of one(1) year from the date of conviction, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission.

Open or gross lewdness (1st offense)

Aiming firearm at a human being

Discharging a weapon where a person might be endangered

Changing/altering the serial number of a firearm

Discharging a firearm in or upon a public street

Carrying a concealed weapon

Misdemeanor Arrests or Convictions

Persons with misdemeanor arrests or convictions, for the offenses listed below , shall be barred from program admission and continued occupancy in Public Housing for a period of one (1) year.

Public intoxication

Prostitution (first and second offense)

Petty larceny

Battery

Domestic violence

Disorderly house

Possession of drugs not to be introduced into interstate commerce

Abuse and neglect of children (first offense, if no physical injury resulted to child)

Harassment/stalking

Trespassing

Loitering

Even if a person has served time in jail and has now been released on probation, they cannot be admitted into public housing unless a year has passed since the completion of their probation. If the only sentence was probation, a year must have elapsed, without incident, since its completion to be considered eligible for housing. A person who is released from jail with no probation requirement would have to operate on the outside for one year with no further evidence of the prohibited activities in order to be considered for admission. A person who has been convicted of any crime involving bodily injury would not be considered for admission until a year has passed since full repaying of the social debt, including probation.

Persons with outstanding warrants are barred from admission until the warrants have been satisfied by the issuing legal jurisdiction. Applicant must provide documentation that warrant has been satisfied within 30 days of notification to prevent denial of assistance.

L. USE OF FBI AND LAW ENFORCEMENT RECORDS

The HACNLV will check criminal history for all applicants and tenants who are 18 years or older to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done prior to final eligibility for admission and at the annual recertification and will include a check of arrest and conviction records.

The HACNLV obtained a unique Originating Agency Identifier (ORI) number from the Federal Bureau of Investigation (FBI) in order to maximize its efforts in obtaining applicant criminal record history.

The HACNLV has contracted with the Nevada State Highway Patrol, an FBI approved channeling agent, to process and funnel requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.

The HACNLV will do a name check only through its local law enforcement agency to access limited information from the NCIC. Metro criminal checks shall be good for 12 months from date received.

The HACNLV acknowledges that a name check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an applicant admission to housing.

If the channeling agency indicates to the HACNLV that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, the HACNLV must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

To gain the full content of the NCIC data through the FBI approved channeling agent, the HACNLV will submit an applicant fingerprint card to the channeling agent.

The HACNLV will request a fingerprint card from applicants who the Metropolitan Police Department has indicated crimes may have been committed outside HACNLV jurisdiction.

M. CONFIDENTIALITY OF CRIMINAL RECORDS

The HACNLV will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed by the Housing Programs Manager/Housing Programs Director and the Director of Operations for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

If the family is determined eligible for initial or continued assistance, the HACNLV's copy of the criminal report shall be shredded within 30 days as soon as the information is no longer needed for eligibility or continued assistance determination. Approvals of FBI screenings shall be good for 12 months from the date of the approval.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The HACNLV will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

Disclosure of Criminal Records to Family

Before the HACNLV takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

N. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

Applicants will NOT be rejected because they:

Have no income;

Are not employed;

Do not participate in a job training program;

Will not apply for various welfare or benefit programs;

Have children;

Have children born out of wedlock;

Are on welfare;

Are students;

Status as a domestic violence victim.

O. HEARINGS

If information is revealed that would cause the HACNLV to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to the HACNLV's hearing procedures outlined in Chapter 13.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the HACNLV is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HACNLV will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

A. HOW TO APPLY

Families who wish to apply for any of the HACNLV's programs must complete a written application or an application by phone if designated in HACNLV's advertisement. Applications will be made available in an accessible format upon request from a person with a disability.

Persons with disabilities may call the HACNLV to receive an application through the mail or make other arrangements to complete their preapplication.

Applications will be mailed to interested families upon request who are out-of-state.

Applications will be accepted at a central location for all waiting lists.

Applicants may designate the applicable projects subject to a site-based waiting list for which they wish to apply.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.

   The pre-application will be dated, time-stamped, and referred to the HACNLV's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACNLV ensures that verification of all HUD and HACNLV eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The HACNLV will utilize a preliminary application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the HACNLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain questions designed to obtain the following information:

Names of head and spouse

Names of adult members and age of all members

Number of family members (used to estimate bedroom size needed)

Street address and phone numbers

Mailing address (If PO Box or other permanent address)

Annual income

Source(s) of income received by household members to determine preference qualification

Information regarding request for reasonable accommodation or for accessible unit

Social security numbers

Race/ethnicity

Arrests/convictions for drug-related or violent criminal activity

Previous address

Names and addresses of current and previous landlords

Emergency contact person and address

Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the HACNLV in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the HACNLV to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. (See Chapter 13.)

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

This written notification of preliminary eligibility will be mailed to the applicant by first class mail or distributed to a disabled applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the HACNLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter 13.

D. COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACNLV staff to review the information on the full application form.

The full application will be mailed to the applicant if they are out of state. HACNLV will conduct a home visit to take the application as a home visit if needed as a reasonable accommodation for a person with a disability.

Requirement to Attend Interview

The HACNLV utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HACNLV services or programs which may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HACNLV, their application will be denied unless they can provide acceptable documentation to the HACNLV that an emergency prevented them from calling. HACNLV will reschedule only for hospitalization, out of town, jury sequester, or as a reasonable accommodation.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter 13.)

All adult members must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the HACNLV. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HACNLV.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

If the HACNLV determines at or after the interview that additional information or document(s) are needed, the HACNLV will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information. HACNLV may grant 14 day extensions.

If the information is not supplied in this time period, the HACNLV will provide the family a notification of denial for assistance. (See Chapter 13.)

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the HACNLV's housing:

Preference verification

Family composition and type (elderly/non elderly)

Annual Income

Assets and Asset Income

Deductions from Annual Income

Social Security Numbers of all family members

Information used in applicant screening

Citizenship or eligible immigration status

Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HACNLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HACNLV, and the tenant suitability determination (see chapter 2).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Anytime after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten business days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

INTRODUCTION

It is the HACNLV policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list unless the applicant has applied for a development subject to a site-based waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, the site in which they wish to reside for applicable designated projects, and factors of preference or priority. In filling an actual or expected vacancy, the NLVHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing de-concentration of poverty and income-mixing objectives. The NLVHA will offer the unit until it is accepted. This Chapter describes the HACNLV policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

HACNLV OBJECTIVES

NLVHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the HACNLV objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in sequence within their preference category.

By maintaining an accurate waiting list, the NLVHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the HACNLV turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

A. MANAGEMENT OF THE WAITING LIST

The NLVHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in order of preference.

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

Opening and Closing the Waiting Lists

The HACNLV, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the HACNLV to house an applicant in an appropriate unit within a reasonable period of time.

When the HACNLV opens the waiting list, the HACNLV will advertise the location(s), and program(s) for which applications are being accepted in the following newspapers:

Las Vegas Review Journal/Sun

El Mundo

Las Vegas Sentinel

Latin American Press

Las Vegas Asian Journal

Asian-American Times

Indian Voice

Nevada Senior World

The Challenger Rehabilitation, Disability Newspaper

El Tiempo

To reach persons with disabilities, the HACNLV will provide separate notice to local organizations representing the interests and needs of the disabled. This will include notice to the following organizations:

Opportunity Village

Southern Nevada Center for Independent Living

Nevada Disability Advocacy and Law Center

Clark County Legal Services

Help Them Walk Again

Nevada Association for the Handicapped

United Cerebral Palsy of Nevada

Multiple Sclerosis National Society

The notice will contain:

The dates, times, and the locations where families may apply.

Any designated housing for which site-based waiting lists are applicable

The programs for which applications will be taken.

Limitations, if any, on whom may apply.

The notices will be made in an accessible format, if requested. They will provide potential applicants with information that includes the HACNLV address and telephone number, and how to submit an application.

When Application Taking is Suspended

The HACNLV may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next 12 to 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, the HACNLV will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening the waiting list.

When the period for accepting applications is over, the HACNLV will add the new applicants to the list by separating the new applicants into groups based on preference and unit size and ranking applicants within each group by date and time of application.

The HACNLV will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of initial intake, the HACNLV will advise families of their responsibility to notify the HACNLV when mailing address change.

Reopening the List

If the waiting list is closed and the HACNLV decides to open the waiting list, the HACNLV will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

Limits on Who May Apply

When the waiting list is open,

> Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to the HACNLV, it establishes the family's date and time of application for placement order on the waiting list with preference points determining the final rank.

Multiple Families in Same Household

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

B. SITE BASED WAITING LISTS

The HACNLV offers a system of site-based waiting lists for HUD-approved designated projects.

The HACNLV maintains separate site-based waiting lists for all current or future mixed financed properties.

Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site. Applicants may designate the project or projects in which they seek to reside.

HACNLV will monitor its site-based wait list annually by comparing data in January to data in

October to determine the level of change, if any, in the overall racial, ethnic and disability-related tenant composition at each HACNLV site by analyzing its data.

Every reasonable action will be taken by the HACNLV to assure that applicants can make informed choices regarding the project(s) in which they wish to reside. The HACNLV will disclose information to applicants regarding the location of available sites.

Monitoring Site-Based Waiting Lists

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

The HACNLV adoption of site-based waiting lists is not in violation of any court order or settlement agreement, and is not inconsistent with any pending complaint brought by HUD.

The HACNLV will monitor its system of site-based waiting list annually to assure that racial steering does not occur. If the HACNLV annual analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, the HACNLV will take corrective action.

The HACNLV will assess changes in racial, ethnic or disability-related tenant composition at each HACNLV site that has occurred during the implementation of the site-based waiting lists. The HACNLV will make this assessment based on MTCS data.

The HACNLV has established site-based waiting lists for the following properties:

Casa Rosa

Rose Gardens

C. WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the HACNLV Selection Criteria as defined in this policy.

The HACNLV preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further de-concentration of poverty in public housing. When such matching is required or permitted by current law, the HACNLV will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by the HACNLV to verify their preference and, if verified, the HACNLV will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the HACNLV.

Among applicants with equal preference status, the waiting list will be organized by date and time.

Local Preferences

Local preferences will be used to select among applicants on the waiting list. A public hearing with an opportunity for public comment will be held before the HACNLV adopts any local reference.

The HACNLV uses the following Local Preferences:

Federally Declared Disasters Victims who are holders of S8 or other subsidized programs as defined as eligible units by HUD, in another Jurisdiction within 120 days of the President declaring the disaster for families of federally declared disasters who are public housing residents from another jurisdiction and other eligible disaster-affected families who are income eligible. These persons will receive preferences over other waiting list placeholders. This preference will remain in place until the emergency no longer exists **within 120 days of the President declaring the disaster**.....**55 points**

Working Preference. Head or spouse or co-head with at least one adult who is employed at least 20 hours per week, or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is extended equally to elderly families or families whose head or spouse is receiving SSI, SSD, or any other income based on their inability to work.....**30 points**

Veteran preference for veteran as defined by State ..... **6 points**

Residency preferences for head or spouse who live, work, have been hired to work, or are enrolled full time in an accredited school in the jurisdiction. ..... **5 points**

Disabled veteran or family (defined as son, daughter, and spouse) of a veteran with a service-connected disability ..... **5 points**

Family of (defined as son, daughter, and spouse) a **deceased veteran** with a service-connected death..... **4 points**

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the HACNLV waiting list.

Pulling from the Wait List

HACNLV shall for the purpose of income targeting to meet HUD's requirements that 40% of admissions have income of less than 30% of minimum income, pull one applicant with a working preference and one applicant with a non-working preference from our waiting lists. Elderly and disabled families are given the working preference as required by HUD regulations. All preferences claimed are verified at final eligibility determination. If preferences claimed cannot be verified, the applicant is returned to the appropriate placement on our waiting list and a written notice explaining this action is sent to the applicant.

D. VERIFICATION OF PREFERENCE QUALIFICATION [24 CFR 5.415]

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for a review.

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HACNLV in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

If the family failed to report income changes during final eligibility and the verified failure would have affected their eligibility for a local preference, the family will be returned to the waiting list.

E. PREFERENCE DENIAL [24 CFR 5.415]

If the HACNLV denies a preference, the HACNLV will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 calendar days to request the meeting in writing. If the preference denial is upheld, as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list with notification to the family.

F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Elderly families may apply for designated housing, for non-designated housing, or for "first available housing with a waiver." Elderly applicants who apply for either non-designated or for "first available with waiver" and as a consequence are housed in non-designated housing will be informed that the priority of any subsequent request for transfer to a designated development will be lowered to that of any other applicant family housed with a waiver.

Before applying its preference system, the HACNLV will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

G. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1996 Housing Act, Head or Spouse must be at least 62 years of age will be selected for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

The HACNLV will take the following action when processing families for developments designated for the elderly when there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 50-61) will be selected for this type of unit.

H. UNITS DESIGNATED FOR THE DISABLED

HACNLV has no HUD-approved disabled-only designated developments.

I MIXED POPULATION UNITS

A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other HACNLV preferences will be applied.

J. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with the HACNLV occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the HACNLV general occupancy units.

The HACNLV will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

K. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 960.204(a)

The waiting list will be purged at least annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 14 calendar days, s/he will be removed from the waiting list. If a letter is returned by the Post Office, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. Failure to respond will result in removal from all waiting lists.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the proscribed period.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

The HACNLV allows a grace period of 7 calendar days after completion of the purge mailing. Applicants who respond during this grace period will not be withdrawn.

Applicants are notified with confirmation of the HACNLV receipt of their application that they are responsible for notifying the HACNLV within 3 calendar days, if they have a change of address.

L. OFFER OF ACCESSIBLE UNITS

The HACNLV has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the HACNLV will offer such units:

> First, to a current occupant of another unit of the same development, or other public housing developments under the HACNLV control who has a disability that requires the special features of the vacant unit.
>
> Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the HACNLV will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

The Authority will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan

See Chapter 9.

M. PLAN FOR UNIT OFFERS

The HACNLV plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is to offer the family at the top of the waiting list for the appropriate bedroom size and unit type the oldest available unit five days prior to target-ready date.

HACNLV will make one offer on an appropriate unit. If the offer is rejected or the applicant fails to execute a lease within the required timeframes, the applicant will be withdrawn from our waiting list. Exceptions are incorrect unit offers and/or offers to non-disabled families of accessible units. The applicant shall be informed of this in writing.

N. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between determination of final eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter 13.)

O. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer the HACNLV will remove the applicant's name from the waiting list. Removal from the waiting list means the applicant must reapply.

P. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within three (3) calendar days of the date the offer is made and execute a lease within two (2) additional days of the offer acceptance. Extensions can be approved for good cause.

HACNLV staff will attempt to notify applicants by telephone and all offers will be made in writing by first class mail.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for *"good cause,"* the applicant will not be removed from the waiting list. Examples of *"good cause"* reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

> The family demonstrates to the HACNLV satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

The family is offered a unit which is handicap accessible, but there is no member of the family that need accessibility features in the unit. The unit is inappropriate for the applicant's disabilities.

An elderly family who makes the decision not to occupy or accept occupancy in designated housing for which they applied will be withdrawn from the designated housing waiting list, but this action will not affect their standing on any other waiting list. [24 CFR 945.303(d)]

Applicants with a Change in Family Size or Status

Applicants must report changes in income, family composition, and address within ten days of the change prior to eligibility and after final eligibility. If the family did not report the change

within the required time frame, the family will be withdrawn and determined ineligible and offered an opportunity for informal hearing.

Properly reported changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The HACNLV shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit or if the family is no longer eligible for the program.

The family will take the appropriate place in the selection pool or waiting list according to the preference points on the date they first applied.

Income changes properly reported after the unit is offered will be processed following lease-up procedures.

Tenant Selection Plan

All elderly families and disabled families are given the working preference as required by HUD regulations. All preferences are verified when applicants are pulled. If the preference claimed cannot be verified as indicated on the preliminary application, the applicant will be placed back on the waiting list in the appropriate order with a written notice explaining this action.

Q. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities or if a non- disabled family is offered an accessible unit, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, the HACNLV will follow the applicable policy as listed in Section N, Plan for Unit Offers, and Section P, Applicant Status after Final Offer.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The occupancy guidelines are established by the HACNLV to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This chapter explains the occupancy guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

The HACNLV does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The HACNLV's occupancy guideline standards for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

One bedroom will generally be assigned for every two family members. The HACNLV will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally the HACNLV will assign one bedroom to two people within the following guidelines:

Persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.

Head or co-head will not be required to share a bedroom with other family members.

Foster children will be included in determining unit size only if there is a foster child in the unit for more than 12 months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses if the family has 51% custody of the child(ren).

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated a zero or one bedroom. The living room will not be used as a bedroom except at the request of the family.

GUIDELINES FOR DETERMINING BEDROOM SIZE

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

B. EXCEPTIONS TO OCCUPANCY STANDARDS

The HACNLV will grant exceptions from the guidelines in cases where it is the family's request or the HACNLV determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes or they have occupied the unit for a minimum of one year.

At the HACNLV's discretion the family may be offered a unit smaller than the preferred unit size, based on the HACNLV's occupancy standards, if in doing so the family has an opportunity to be housed earlier or live in a preferred project.

At the HACV discretion, to abate emergency situations, Management may approve the offering of a unit larger than the preferred unit size, based on the HACNLV's occupancy standards.

In all cases, where the family requests an exception to the general occupancy standards, the HACNLV will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the HACNLV's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the HACNLV before the family is placed on the larger bedroom size list. The HACNLV will consider these requests:

Person with Disability

The HACNLV will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the Service and Accommodations Policy section of Chapter 1.

Other Circumstances

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom size due to medical equipment must be verified by a doctor.

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

The HACNLV will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the HACNLV. If either of these forms has been submitted, the HACNLV will also require that the family has initiated legal proceedings for guardianship or legal custody. HACNLV will not accept temporary guardianship for the purpose of dependent deductions and/or occupancy subsidy unless: (1) Court awarded guardianship or custody is received within 365 calendar days of the date the child has been reported as moving into the unit; and, (2) HACNLV temporary guardian form has been completed and submitted. The tenant/participant must provide staff with the Court document to verify Court awarded custody or guardianship within 365 calendar days or remove the child from the unit.

All members of the family residing in the unit must be approved by the HACNLV. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HACNLV within 10 calendar days.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS

See Chapter 4.

D. ACCESSIBLE UNITS

The HACNLV has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

E. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, HACNLV will determine at the annual recertification whether a move is approvable according to the occupancy guidelines. The family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the transfer list.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the department manager who will make the determination after review of the situation, the individual circumstances, and the verification provided.

See Chapter 11, Recertifications, for changes in unit size for tenants.

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615]

INTRODUCTION

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HACNLV's policies in this chapter address those areas which allow the HACNLV discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT (TTP)

The minimum rent (TTP) for the HACNLV is $50.00. Minimum rent of $50.00 TTP will be applicable to all new move-ins, effective 10/01/03 and at the time of recertification for all residents in occupancy after 10/01/03.

The total tenant payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The minimum rent as established by the HACNLV

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The total tenant payment does not include charges for excess utility consumption or other charges.

The HACNLV recognizes that in some instances even the minimum rent may create a financial hardship for families. The HACNLV will review all relevant circumstances brought to the HACNLV's attention regarding financial hardship as it applies to minimum rent. The following section states that the HACNLV's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

HACNLV Procedures for Notification to Families of Hardship Exceptions

The HACNLV will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

The HACNLV will notify all eligible families at time of lease-up of their right to request a minimum rent hardship exception.

The HACNLV will notify all eligible families at the annual and interim recertification appointments of their right to request a minimum rent hardship exception.

The manager or their designee will document in the family's file that the family has been notified of their right to request a minimum rent hardship exception.

The HACNLV notification will advise the family that hardship exception determinations are subject to HACNLV grievance procedures.

The HACNLV will review all tenant requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception will be accepted by the HACNLV from the family in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

Exceptions to Minimum Rent

The HACNLV will immediately grant the minimum rent exception to all families who request it.

The Minimum Rent will be suspended until the HACNLV determines whether the hardship is:

Covered by statute

Temporary or long term

If the HACNLV determines that the minimum rent is not covered by statute, the HACNLV will impose a minimum rent including payment for minimum rent from the time of suspension.

The HACNLV will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the HACNLV or HUD

Temporary Hardship

If the HACNLV determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

Repayment Agreements for Temporary Hardship

The HACNLV will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

See Chapter 14, Rent and Debt Collection Procedures, for payment terms.

Retroactive Determination

The HACNLV will reimburse the family for minimum rent charges which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

If the family is owed a retroactive payment, the HACNLV will provide reimbursement in the form of a cash refund to the family. The HACNLV's definition of a cash refund is a check made out to the family.

B. INCOME AND ALLOWANCES

Income: The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs must be excluded as annual income for the purpose of calculating any rent or assistance.

Adjusted Income is defined as the annual income minus any HUD allowable deductions.

Allowable Deductions

HUD has 5 allowable deductions from annual income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly/disabled" allowance: $400 per household for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment. This amount cannot exceed 50% of the earned income of the person necessary.

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]

This section shall be effective until September 30, 1999. On October 1, 1999, the Disallowance of Earned Income from Rent Determinations (see the following section), shall apply. Families who qualify for an 18-month exclusion on or before September 30, 1999 or who have not yet

completed the 18-month exclusion can continue the exclusion for as long as they qualify under the old rule.

The HACNLV believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The HACNLV will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. The HACNLV's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is the HACNLV's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency.

Training may include, but is not limited to:

Classroom training in a specific occupational skill;

On-the-job training with wages subsidized by the program, or

Basic education.

For this purpose annual income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

2. Training Income Exclusions in Accordance with 24 CFR 5.609(c) (13)

This training program is specific to public housing residents only and the regulation requires it to include specific features. This training program offers public housing residents the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

The HACNLV will determine that this training program has all five components required by HUD. It must:

be a program providing employment training and supportive services;

be authorized by a Federal, State or local law;

be funded by the Federal, State or local government;

be operated or administered by a public agency; and

have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c)(13) program, the employment training program must offer the resident at least one of the following supportive services:

child care;

transportation;

personal welfare counseling (family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);

health care services (including outreach and referrals);

youth leadership skills; youth mentoring.

For purposes of the 5.609 (c) (13) exclusion and public housing particularly, annual income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

Exclusion Period

The exclusion period is defined as 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, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18-month exclusion period runs continuously from the date the first job begins. If the resident switches to a second job during the 18-month period, the exclusion continues.

If the resident has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment training program, and who began employment while still an applicant and before coming into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

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

Components Applicable to All Training Programs

In either program (24 CFR 5.609 (c) (8)(v) and (c) (13)) and at all times, the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits,* is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

Who is Eligible for the Exclusion

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

Employment Before Completion of Training Program

A resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

> "Substantial completion" of a training program will be completion of 75% of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

Other Factors to be Considered

The 18-month exclusion also applies to residents with an FSS escrow account. A decrease in attributable income may mean that the FSS escrow account would be decreased or eliminated for a period of time.

For self-employed residents, the HACNLV will exclude only the net income of a resident when factoring the earnings.

If a resident has no income the day they enter a training program, but has a history of employment in the past, the HACNLV will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings.

> Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

If more than six months goes by before the resident starts their first job, the earnings from that job will be counted in full.

The resident is required to notify the HACNLV within 10 working days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The HACNLV will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify the HACNLV within 10 working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

This section shall apply beginning on October 1, 1999. Until that time, the HACNLV will continue applying the training income exclusions under 24 CFR 5.609[8][v] and 5.609[c][13]. Families who qualify for an 18-month exclusion on or before September 30, 1999 or who have not yet completed the 18-month exclusion can continue the exclusion for as long as they qualify under the old rule.

NOTE: *In the August 6, 1999 Federal Register, HUD published Public Housing Rent Policies; Guidance Pending Publication of Final Rule on Admissions and Occupancy Requirements. This stated that the preamble to the April 30, 1999 proposed rule is to serve as guidance. PHAs must take all necessary steps to ensure that families eligible for new mandatory deductions receive those deductions. PHAs following this guidance will not be penalized for any changes made by HUD to the proposed rule provisions at the final rule stage.*

The rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the date on which the employment begins.

A family eligible for the earned income exclusion is a family that occupies a dwelling unit in a public housing project; and

Whose income increases as a result of employment of a member of the family who was previously unemployed for one or more years;

Whose earned income increases during the participation of a family member in any family self-sufficiency or other job training program; or

Who is or was, within six months, assisted under any State program for TANF and whose earned income increases.

Upon the expiration of the 12 month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12 month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

The HACNLV requires public housing residents to report changes in income but does not conduct interim reexaminations for rent increases; except for families that qualify for the earned income disallowance under the QHWRA and/or families eligible for the FSS Program.

E. INDIVIDUAL SAVINGS ACCOUNTS

The HACNLV chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

F. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the HACNLV, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing.

G. AVERAGING INCOME

When annual income cannot be anticipated for a full 12 months, the HACNLV will average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

H. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 180 calendar days which will be verified with all federal, state and local agencies and other sources, as appropriate, including credit checks, to verify income sources, and an interim will be submitted to MTCS.

Families that report zero income will be required to provide information in writing regarding their means of basic subsistence, such as food, utilities, transportation, and other subsistence expenses.

If the family's expenses exceed their known income, the HACNLV will make inquiry of the head of household as to the nature of the family's accessible resources.

Utility bills provided by the family which show that the utilities are in another person's name will require further investigation as to whether there is an unauthorized member of the household.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HACNLV will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

> Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member after 180 days or when doctor certification of length of absence is received, whichever comes first.

J. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the tenant share of the rent.

Any contribution or gift received two consecutive months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, Verification Procedures, for further definition.)

If the family's expenses exceed its known income, the HACNLV will question the family about contributions and gifts.

K. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of the family's share of the rental payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HACNLV will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The HACNLV will accept verification that the family is receiving an amount less than the award if:

> The HACNLV receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

L. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (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, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, the HACNLV will calculate retroactively.

Retroactive Calculation Methodology

The HACNLV will go back to the date the lump-sum payment was received, but never further back than the date of admission.

The HACNLV will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HACNLV.

At the HACNLV's option, the HACNLV may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The HACNLV must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. In calculating total assets, the HACNLV will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

The HACNLV's minimum threshold for counting assets disposed of for less than Fair Market value is $5000. If the total value of assets disposed of within the two-year period is less than $5000, they will not be considered an asset.

O. CHILD CARE EXPENSES

Not reimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered ***unable*** to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source, or

Can provide proof that the adult member is searching for a job (maximum time allowed for search is 10 hours per week.)

Allowable deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

Amount of Expense: The HACNLV will survey the local care providers in the community and collect data as a guideline. If the hourly rate materially exceeds the guideline, the HACNLV may calculate the allowance using the guideline.

Child Care Verification:

HACNLV will send out via mail to the child care provider a 3rd party verification, which will need to be completed, showing the name, age of children, hours and days watched along with amount charged. Verification is to include provider's license number or tax identification number if they are a licensed agency. Private providers will need to provide a social security number and have the form notarized.

No other form of verification will be accepted but that of the Housing Authority. Secondary verification after attempting orals, will be receipts.

P. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Persons with a Medicare prescription drug plan may be required to pay a premium and this premium will be counted as a medical expense.

Prescriptions not covered by the Medicare prescription drug plan will be counted toward the sum of allowable medical expense.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Prorating of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the total tenant payment from the applicable maximum rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the family maximum subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the member maximum subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of eligible subsidy from the applicable maximum rent for the unit the family occupies to get the family's revised total tenant payment.

R. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HACNLV will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the HACNLV will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification Before Denying a Request to Reduce Rent

The HACNLV will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

Cooperation Agreements

The HACNLV will attempt to develop a written cooperation agreement in place with the local welfare agency which assists the HACNLV in obtaining the necessary information regarding welfare sanctions.

The HACNLV has taken a proactive approach to culminating an effective working relationship between the HACNLV and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The HACNLV and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the tenant rent, a utility allowance will be deducted from the total tenant payment. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

A survey of utility rate changes applicable to the agency's jurisdiction will be made annually and the *Schedule of Tenant-Paid Utility Allowances* and related services will be periodically adjusted by the agency in accordance with the results of the survey. Utility allowances may be adjusted upward or downward, or remain the same, dependent upon the most recent data regarding overall consumption and rates for the larger community (not just the public housing community).

When the utility allowance exceeds the family's total tenant payment, the HACNLV will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer or that an applicant cannot be admitted.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

T. EXCESS UTILITY PAYMENTS

Residents in units where the HACNLV pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

The HACNLV expects the resident to take every effort to ensure that utility consumption will be reasonable and in compliance with acceptable standards of usage applicable to unit and family size. If use of utilities is determined to be excessive, HACNLV will require payment for the amount of usage that is deemed to be excessive. Excessive utility usage will be determined if the individually metered utility monthly bill exceeds the approved utility allowance for the unit size by 30%. Payment for excessive utility usage will become due and payable on the first day of the second month following the month in which the charges are incurred, except at termination of lease when all charges are considered due and payable. In the case of water bills, usage will be based on the average unit size consumption.

U. FAMILY CHOICE IN RENTS

Authority for Family to Select

The HACNLV shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The HACNLV may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the HACNLV.

Annual choice: The HACNLV shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent. Except for financial hardship cases, the family may not be offered the rent choice more than once per year.

HACNLV will provide each family the following written information:

- Policy on switching types of rent in circumstances of hardship.

- The dollar amounts of tenant rent for the family under each option.
- If the family chose a flat rent for the previous year, the HACNLV will provide the amount of income-based rent for the subsequent year.
- Only the year the HACNLV conducts an income reexamination or if the family specifically requests it and submits updated income information. For a family that chooses the flat rent option, the HACNLV must conduct a reexamination of family income at least once every three years.
- The flat rent is based on the fair market rent. The HACNLV records must show how the HACNLV determines flat rents in accordance with its method and document flat rents offered to families.
- The HACNLV will not pay a utility reimbursement for a family that has chosen to pay a flat rent.
- For families paying income-based rent, HACNLV may choose to pay utility reimbursements either to the family, or directly to the utility supplier. If the PHA elects to pay the utility supplier, the HACNLV must first notify the family of the amount of utility reimbursement paid to the supplier.

Allowable Rent Structures

Flat Rents

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

Is based on the rental value of the unit, as determined by the HACNLV; and

Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

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

Income-Based Rents

The monthly total tenant payment amount for a family shall be an amount, as verified by the HACNLV, that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly income; or

The HACNLV's minimum TTP of $50.00.

Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay the HACNLV's flat rent, the HACNLV shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the HACNLV.

All hardship situations will be verified.

The rental policy developed by the HACNLV encourages and rewards employment and self-sufficiency.

Annual Reexamination

Within 120 days in advance of the annual reexamination, the family will be sent a form from the HACNLV, on which the family will indicate whether they choose flat rent or income-based rent. The HACNLV form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

If the family indicates they choose flat rent, the form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to HACNLV policy.

V. HACNLV'S FLAT RENT METHODOLOGY

The HACNLV has set a flat rent for each bedroom size within the HACNLV's public housing inventory, based on the reasonable market value of the unit. The HACNLV's methodology is described in the HACNLV Agency Plan.

The HACNLV's flat rents have been established using the following methodology:

The HACNLV will use rent reasonableness data to establish flat rents for public housing units based on comparable of unassisted units in developments of essentially the same size as public housing developments.

Chapter 7

VERIFICATION PROCEDURES

[24 CFR Parts 5.617, CFR 960.206]

INTRODUCTION

HUD regulations require that the factors of eligibility and total tenant payment/family share be verified by the HACNLV. HACNLV staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the HACNLV whenever information is requested. The HACNLV's verification requirements are designed to maintain program integrity. This chapter explains the HACNLV's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The HACNLV will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

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

The HACNLV will allow 10 calendar days for return of third-party verifications and one additional week, if third party verification is not received, to obtain other types of verifications before going to the next method. If the HACNLV determines that third party is not a verification method that can be used because of the type of income or expense, any other method of verification will have to be provided by the family within three weeks. The HACNLV will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 120 days old at the time of lease-up. For tenants, they are valid for 120 days from date of receipt.

Upfront Income Verification (UIV):

The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's Enterprise Income Verification System (EIV) is considered to be this method.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms, other than social security award letters, will not be hand carried by the family under any circumstances.

The HACNLV will accept verifications in the form of computerized printouts, showing payments, faxed directly from the following agencies:

Social Security Administration

Veterans Administration

Welfare Assistance

Unemployment Compensation Board

City or County Courts

The HACNLV will use computer printouts received directly from the family for calculation and will also send requests for third party written verifications to the source. A copy of the third party request will be maintained in the file.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Oral Verification/Review of Documents form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the HACNLV will compare the information to any documents provided by the family. If provided by telephone, the HACNLV must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 14 calendar days, the HACNLV will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete an Oral Verification/Review of Documents form.

The HACNLV will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs

Computer print-outs from the employer

Signed letters (provided that the information is confirmed by phone)

Other documents noted in this chapter as acceptable verification

Although these documents will be accepted, the HACNLV will also mail third party verifications to the source and use these documents only after there has been no response to the third party verification method.

The HACNLV will accept faxed documents.

The HACNLV will not accept photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HACNLV will utilize the third party verification.

The HACNLV will not delay the processing of an application or recertification beyond 30 calendar days, except screening for criminal history, because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a statement under penalty of perjury, and the signature must be witnessed by HACNLV staff.

B. RELEASE OF INFORMATION [24 CFR 5.230]

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD Form 9886, Authorization for Release of Information/Privacy Act Notice.

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

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

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done. The HACNLV will utilize the HUD established computer-based Tenant Eligibility Verification System (TEVS) for obtaining Social Security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration.

When computer matching results in a discrepancy with information in the HACNLV records, the HACNLV will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, HACNLV will follow the procedures in the Program Integrity Addendum.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Full-time student status including high school students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an *adult* family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social security numbers for all family members over 6 years of age or older who have been issued a social security number.

"Preference" status

Familial/marital status when needed for head or spouse definition to determine deductions.

Verification of reduction in benefits for noncompliance:

The HACNLV will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

E. VERIFICATION OF INCOME

This section defines the methods the HACNLV will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.

3. W-2 forms plus income tax return forms.

4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, HACNLV will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. TEVS

2. Benefit verification form completed by agency providing the benefits.

3. Award or benefit notification letters prepared and signed by the providing agency.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.

2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.

3. Payment stubs

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. Written statement from payment provider indicating the amount of grant/payment, start date of payments, family members, and anticipated changes in payment in the next 12 months.

2. Computer-generated Notice of Action.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2 A letter from the person paying the support.

3. Copy of latest check and/or payment stubs from Court Trustee. HACNLV must record the date, amount, and number of the check if not photocopied.

4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A self-certification from the family indicating the amount(s) received.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, HACNLV will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

   Schedule C (Small Business)

   Schedule E (Rental Property Income)

   Schedule F (Farm Income)

   If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

3. Credit report or loan application.

4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior 6 months (or lesser period if not in business for 6 months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

5. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the HACNLV will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

Zero Income Status

Families who report zero income are required to complete a written certification every 180 calendar days which will be verified with all federal, state and local agencies and other sources, as appropriate, including credit checks, to verify income sources, and an interim will be submitted to MTCS.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utility bills for the previous three months, transportation, and other subsistence of expenses in writing.

Full-time Student Status

Only the first $480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Savings Account Interest Income and Dividends

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or HACNLV verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the HACNLV must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:

1. IRS Form 1040 with Schedule E (rental income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

G. VERIFICATION OF ASSETS

Family Assets

The HACNLV will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be reduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all certifications and recertifications, the HACNLV will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible. Family certification will be accepted if no other verification is possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is licensed, the provider is required to provide their Employment Identification Number, if not they must provide their social security number.

Verifications must specify the child care provider's business or individual name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Eligible families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HACNLV may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

The HACNLV will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities [24 CFR 5.611(c)]

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

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

The documents listed below will be considered acceptable verification of legal identity for adults, as long as they include a picture of the individual. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Current, valid driver's license

U.S. passport

Department of Motor Vehicles identification card

Valid Sheriffs Card Identification

Clark County Health Card/Valid with photo

DMV Instructional Permit and Military Identification

An original certificate of birth is required for all minors. Other documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Adoption papers

Custody agreement-Court ordered

School records

Hospital birth registrations

Confirmation of Birth

For clients that have fled their countries and do not have birth certificates that they can

provide their issued INS 1-94 card.

Verification of Marital Status (for purposes of meeting Spouse definition)

Verification of divorce status will be a certified copy of the divorce decree, signed by a court officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

Verification of guardianship is:

Court-ordered assignment

Verification from social services agency

School records

HACNLV self-certification of temporary guardianship

Must obtain court awarded guardianship within 365 days

HACNLV self-certification of temporary guardianship/appointment

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HACNLV will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HACNLV may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510,5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HACNLV hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

The HACNLV will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:

United States birth certificate

United States passport

Resident alien/registration card

Social Security card

Other appropriate documentation as determined by the HACNLV

Eligible immigrants who were participants and 62 or over on June 19, 1995, are required to sign a Declaration of Eligible Immigration Status and provide proof of age.

Non-citizens with eligible immigration status must sign a Declaration of Status and Verification Consent form and provide their original immigration documents which are copied front and back and returned to the family. The HACNLV verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HACNLV must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide.

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

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

The HACNLV will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs upon approval of additional person by the HACNLV.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the HACNLV must conduct the determination.

Extensions of Time to Provide Documents

The HACNLV will not grant an extension for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the *Federal Register*:

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the HACNLV determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member is age six or older, the head of household must sign a certification stating that a social security number has never been issued and agreeing to provide HACNLV with a copy within 21 calendar days of the card being issued. If an adult member does not have a social security number issued, the adult member of the household must sign and execute the required form. As a reasonable accommodation for disabled participants, HACNLV will accept copies of Social Security Award letters or Medicare/Medicaid Cards. HACNLV will provide an extension up to 15 calendar days to provide documents and extend this deadline up to another 30 days for elderly and disabled applicants/tenants or participants.

J. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 5.410-5.430]

Residency Preference

For families who live, work or have been hired to work in the jurisdiction of the HACNLV. Families who are unable to work due to age or disability automatically qualify for this preference.

The signature on the application will serve as self-certification for the residency preference.

Veterans preference

This preference is available to current member of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.

The HACNLV will require U.S. government documents which indicate that the applicant qualifies under the above definition.

Working preference

For:

Families with at least one adult, head/spouse or co-head, who is employed at least 20 hours per week. Employment will be verified.

Families with active participants in accredited educational and training programs designed to prepare the individual for the job market. The HACNLV will require a statement from the agency or institution providing the education or training.

Elderly families (head or spouse 62 years of age or older)

Families whose head or spouse is receiving income based on their inability to work. An award letter or other proof of eligibility for Social Security Disability or Supplemental Security Income will be acceptable for the receipt of income based on their inability to work.

Chapter 8

TRANSFER POLICY

INTRODUCTION

It is the policy of the HACNLV to permit resident transfers, within and/or between HACNLV public housing communities for the following limited reasons:

To abate dangerous and/or substandard living conditions;

To abate emergency life-threatening living conditions caused by third-party criminal activity;

To accommodate verified physical conditions caused by long-term illness and/or disability;

To accommodate resident families that are determined to be over- or under-housed by virtue of their family size; and

To promote homeownership, transfer of families to scattered sites

Each transfer request will be evaluated on a case-by-case basis, taking into consideration:

The documentation that substantiates the reason for the request;

Whether or not the resident is in good standing with the HACNLV;

The availability of suitable alternative units.

HACNLV will not grant a transfer request solely to accommodate neighbors who "cannot get along."

Activities of residents that adversely affect the right of others to the peaceful enjoyment of their community will be treated as lease violations and may be considered cause for lease termination.

A. ELIGIBILITY FOR TRANSFER

In order to be determined eligible to receive a transfer, residents must submit the requisite 3rd party documentation to HACNLV, to substantiate their request, and must be in good standing with the HACNLV.

The type of documentation that must be submitted will vary, depending on the nature of the request.

Good Standing

A resident will be considered in good standing if he or she and/or household members have not had:

A history of delinquent rent payments, or

A history of community disturbance and/or unit destruction.

Maintain acceptable housekeeping standards

Transfer List

Resident families who are determined eligible to receive a transfer will be placed on a transfer waiting list in accordance with the date of transfer approval and reason for their transfer request. HACNLV will implement transfers in the priority order listed in the following table.

Inappropriately housed resident families who are determined eligible to receive a transfer will be placed on the transfer waiting list at the time of annual certification.

Priority of Transfers

Approved transfers shall be accomplished in the following priority order:

Type of Transfer	When executed	Transfer will be within the housing development:	Ratio	Initiated by
Emergency	Within 24 hours of documentation, verification & approval	Unless emergency transfer cannot be accomplished in this manner.	Not applicable	HACNLV or written family request
Medical and accessibility	Within 30 days of documentation, verification & approval	Unless appropriate unit meeting the family's needs is not available within the development	Not applicable	Written family request
Underhoused (Overcrowded)	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer for every 3 new move-ins	HACNLV on effective date of annual recert

Overhoused	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer for every 3 new move-ins	HACNLV on effective date of annual recert
Underhoused with family's waiver	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer for every 3 new move-ins	HACNLV, not less than one year from the date of initial occupancy

B. EMERGENCY TRANSFERS

Emergency transfers will be implemented by the HACNLV to remove a resident family from life-threatening and/or hazardous living conditions caused by third-party criminal activity and/or unit damage.

Emergency Transfers due to Third Party Criminal Activity

HACNLV will consider transfer requests from resident families who have been victims of life-threatening criminal activity committed by third parties or who have witnessed serious criminal activity and agreed to testify on behalf of the State at a criminal proceeding.

Families who request a unit transfer due to third-party criminal activity may be required to submit verifiable documentation evidencing one or all of the following:

Police reports and/or police statements detailing the incident in question

Eyewitness statements describing the incident in question

Confirmatory letters from the Victim Witness Protection Unit, Rape Crisis Center or similarly recognized entity

Medical reports from a licensed health care provider

Subpoena or other written contacts from the Clark County District Attorney or U.S. Attorney

The HACNLV will require residents who are victims of domestic violence to certify their victim status and the names of their abusers. Third-party verification must be provided by victim service providers, medical professionals, or attorney who have counseled the victim and can verify their status as a domestic violence victim.

All documentation submitted shall remain confidential and shall be reviewed and evaluated. Transfer requests due to third-party criminal activity shall be evaluated on a case-by-case basis, by consideration of the following criteria:

The availability of a suitable alternative unit

The documentation describing/verifying the incident

The severity of the incident

Notification: If approved, the family will be notified that:

A unit has been designated;

They must execute a new lease and move within five (5 days) of receipt of the notice, and

If they refuse to accept the unit, they must execute a waiver of their emergency transfer request.

Emergency Transfers Initiated or Confirmed by Law Enforcement

If the emergency transfer request is initiated or confirmed by authorized law enforcement officials, the HACNLV may take the following action to maintain the confidentiality of the request and subsequent transfer:

By-passing the regular transfer occupancy function and/or staff;

Maintaining the resident family's file separate from other resident files; and

Concealing and/or changing the identity of the resident family's file.

Emergency Transfers due to Hazardous Unit Conditions

A transfer due to hazardous unit conditions is mandatory. It may be initiated at any time by the HACNLV or the resident family or both, after detection of a unit condition that poses a threat to the health and safety of the resident family. A hazardous unit condition is one that arises from:

Substantial fire damage;

Life-threatening fungus as determined by a Clark County Health District Official and/or a licensed hazardous waste consultant;

Exposed electrical wiring;

Defective ventilation;

Inadequate plumbing, heating and/or cooling that will require long-term repair;

Other serious conditions identified by the HACNLV Maintenance Department that require long-term repair.

Notification: If at least one of the foregoing conditions is found to exist, the HACNLV shall immediately notify the resident family or families affected and advise them, in writing, as follows:

A unit has been designated;

They will be required to move and sign a new lease no later than five (5) days from the date they receive the notice;

If the hazardous condition was caused by the family, the family shall bear the cost of repair and moving.

If the family is unable to move due to financial reasons, HACNLV shall contract with a third party entity to move the family and shall bill the family for said costs, no later than the date on which the repair bills are submitted to them.

If the resident family refuses to move or otherwise fails to pay the repair and/or moving costs, HACNLV will initiate eviction proceedings against the family

If the hazardous condition was not caused by the family, the HACNLV will bear all repairs and documented moving costs incurred by the family.

C. TRANSFERS DUE TO ILLNESS AND/OR DISABILITY

Unit transfers will be implemented by HACNLV to accommodate the accessibility needs of residents and/or their household members, arising from long-term illness or disability. Accessibility needs are those that require one or all of the following:

A first floor and/or single story dwelling;

Widened hallways and/or lowered cabinets;

Roll-in shower facilities

Flashing-light-sensored smoke detectors

Central air conditioning and heat

Documentation

Families who request a transfer due to illness and/or disability may be required to submit recent verifiable documentation from a health care provider or social service entity that confirms the impairment and the accessibility needs.

Notification

Upon a determination that the family's request for a transfer due to illness or disability has been approved, the HACNLV shall send the resident a thirty (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty (30) day period has passed:

A unit to which the family may transfer will be designated at such time as it becomes available;

They will be required to enter into a new lease for the transfer unit;

That if they refuse to move into the unit, they must sign a waiver of the transfer request.

When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit.

The resident can receive an extension of up to an additional seven (7) calendar days, at the HACNLV's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

Death in the immediate family

Jury duty

Hospitalization

Verified medical reasons

A new disability which makes the new unit unsuitable for the family's housing needs

Inability to obtain the resources to execute the move

Any extension must be approved by the Property Manager or designee.

Emergency transfers and transfers due to accessibility needs, that cannot be accomplished within HACNLV's housing inventory, will be referred to the other local housing authorities for placement on their wait list.

D. TRANSFERS TO ACCOMMODATE FAMILIES THAT ARE OVER- OR UNDER-HOUSED.

Unit transfers will be implemented by HACNLV to accommodate resident families that are determined to be over-housed or under-housed by virtue of their family size based on the general occupancy standards. These transfers may be initiated by the HACNLV or the resident or both. A family may request an exception to the general occupancy standards. The HACNLV will evaluate the relationship and ages of all family members and the overall size of the unit. If approved, the family must agree to remain in the approved unit for one year.

Notification

Upon a determination that the family is approved to move into a unit of a different size, the HACNLV shall send the resident a thirty- (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty- (30) day period has passed:

A unit to which the family must transfer may be designated;

They will be required to move into that unit in accordance with the terms of their lease;

They will be required to enter into a new lease for the transfer unit;

When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit.

The resident can receive an extension of up to an additional seven (7) calendar days, at the HACNLV's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

Death in the immediate family

Jury duty

Hospitalization

Verified medical reasons

A new disability which makes the new unit unsuitable for the family's housing needs

Inability to obtain the resources to execute the move

Any extension must be approved by the Property Manager or designee.

Resident Refusal of the Transfer Unit

The resident may decline the transfer unit for good and reasonable cause. Such cause shall be considered sufficient if:

The unit does not provide adequate accessibility, or

The unit will not have the required effect of accommodating the family size.

The Property Manager shall determine if the unit refusal is for good cause. If the resident declines the unit without good cause, the HACNLV shall assign the unit to another family and void the request for transfer if generated by the family.

If the resident refuses the transfer unit when the reason for the transfer is an emergency, under/overhoused or an abatement, a 30-day notice will be issued. The unit will be reassigned and the transfer will be voided.

Transfer Procedures

The Development Manager and resident will participate in a pre-transfer inspection to determine damages prior to transfer and the charges made part of the new lease.

The resident and HACNLV shall enter into a new lease agreement for the transfer unit.

The resident must bear all costs of moving.

E. GENERAL CONDITIONS GOVERNING TRANSFERS

Discrimination Prohibited

Transfer requests shall be processed, evaluated, initiated and/or determined without regard to race, color, religion, gender, creed or national origin. Transfer requests based on household composition and/or illness disability must consider family size and disability.

Cleaning and/or Repair Charges

All transfers are subject to charges for cleaning or repair work performed by the maintenance staff on the vacated unit. All charges will be assessed after an inspection is completed by the resident and the housing manager. All applicable charges will be transferred to the resident's new account. The resident must deposit with the HACNLV a security deposit on the new unit consistent with the security deposit policy in effect at the time of the transfer.

Rent Adjustments for Transferred Residents

No rent adjustment will be made, except for utility allowance, until the next scheduled certification.

Reexamination Date

The date of the transfer changes the reexamination date according to the block system of the gaining development, unless the annual reexamination period would exceed twelve months since the family's last annual reexamination.

The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit, before the family is leased up. The gaining development will not attempt to lease up a family without possession of the family's file.

Processing In and Out of Developments

Gaining Developments

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit.

The resident transferring between public housing projects does not have to meet the admission requirements pertaining to income or preference.

Residents Failure to Transfer Units

In the event the resident fails to transfer and submit keys within the timeframes as stated in this policy, the losing manager will notify the resident of responsibility for the Flat Rent on the unit, in which they are transferring from, until such time keys have been submitted.

Chapter 9

LEASING

[24 CFR 966.4]

INTRODUCTION

It is the HACNLV's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes pre-leasing activities and the HACNLV's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

In conjunction with execution of the lease, all adult family members must attend, at the same time, a lease orientation conducted by a HACNLV representative. The orientation may be conducted with more than one family and must be completed prior to signing the lease.

As a reasonable accommodation to a person with disabilities, the Lease Orientation may be offered at the resident's home.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A copy of the lease
- A copy of the grievance procedure
- A copy of the house rules
- Supportive services information, including FSS
- Emergency maintenance policy
- Payment envelope
- Resident handbook
- Pet policy

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges

- Provisions of the lease
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Rent choice

HACNLV shall ensure additional efforts are made to ensure full program accessibility to persons with Limited English Proficiency, including notifying organizations that provides services to low-income families whose primary language is Spanish, as outlined in HACNLV's Limited English Proficiency Plan.

B. EXECUTION OF LEASE

The lease shall be executed by the head of household and spouse. All other adult members must initial the One Strike lease provision and sign the lease. The lease will also be executed by an authorized representative of the HACNLV, prior to admission.

The head or co-head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head or co-head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the HACNLV will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current HACNLV policies as well as applicable Federal, State and local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one HACNLV unit to another.
- If, for any reason, the head or co-head of household of the lease cease to be a member of the household, a new lease will be executed.
- Lease signers must be persons legally eligible to execute contracts.

- The names, relationship to head, date of birth, and social security number of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

- Changes to tenant rents are made upon the preparation and execution of an addendum to the lease which reflects any change in household composition or rent. Documentation will be included in the tenant file to support proper notice.

- Households that include a live-in aide are required to execute a lease addendum authorizing the arrangement and describing the status of the aide.

- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to HACNLV assistance, with the exception of occupancy while serving as the aide for the participant family member.

The HACNLV may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

C. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the HACNLV, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the HACNLV will conduct a pre-admission screening, including the Criminal History Report, of the proposed new adult member. Only new members approved by the HACNLV will be added to the household.

Family members over the age of 18 who move from the dwelling unit to establish new households shall be removed from the lease. These individuals must apply as a new applicant or an adult addition to the unit.

Minors being added to the household by other than birth or legal adoption or court –awarded custody must be verified by court action. Temporary guardianship will be considered as a court action. All temporary guardianship will be renewed and verified every six months.

Factors Determining Household Additions

Household additions subject to screening:

- Resident plans to marry;

- Resident desires to add a new adult family member to the lease or employ a live-in aide.

- A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household. Guardianship and/or custody of the remaining family member(s) under 18 must be obtained by the adult who was not a member of the original household. The family will have 90 days to obtain all documentation. If the adult is unable to provide appropriate documentation regarding the remaining minor, children and/or fails to comply with all screening requirements they are ineligible to occupy the unit at the expiration of the 90 days.

Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

Children for whom the family receives court-awarded custody

Persons under the age of 18 years.

In cases where the addition of a new member who has not been born, married, awarded legal custody or guardianship, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the HACNLV occupancy standards, the HACNLV will not approve the addition. An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the HACNLV. If either of these forms has been submitted, the HACNLV will also require that the family has initiated legal proceedings for guardianship or legal custody.

Residents who fail to notify the HACNLV of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the HACNLV, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].

Family members age 18 and over, other than spouse, who move from the dwelling unit shall be removed from the lease. The tenant must notify the HACNLV of the move-out within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

The HACNLV in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

Visitors

1. The resident may not allow visitors to stay overnight more than 14 consecutive days nor more than 30 calendar days in a twelve month period without prior written approval of management.

2. Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

3. If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

4. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

5. Residents are not permitted to allow a former tenant of the HACNLV who has been evicted to occupy the unit for any period of time.

Absences from the Unit

Residents must advise the HACNLV when they will be absent from the unit for more than

30 consecutive days and provide a means for the HACNLV to contact the resident in the event of an emergency. Failure to advise the HACNLV of extended absences is grounds for termination of the lease.

D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant or resident, the HACNLV will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the HACNLV's control, who has a disability that requires the special features of the vacant unit.

Second, to a current occupant of other public housing developments under the HACNLV's control who has a disability that requires the special features of the vacant unit.

Thirdly, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

Accessible units will be offered to and accepted by non-disabled applicants or residents only with the understanding that such applicants/resident must agree to relocate to a non-accessible unit at a later date if a person with a disability requiring the unit applies for housing and is determined eligible or there is an existing resident who require the features of the accessible unit.

The HACNLV will require a non-disabled applicant or resident to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant or resident. This requirement will be a provision of the lease agreement.

E. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. Non-payment of excess utility charge payments to the HACNLV is a violation of the lease and is grounds for eviction.

HACNLV may send utility reimbursement directly to the utility supplier without the consent of the family that is paying an income based rent. HACNLV will notify the family of the amount of any such direct payment to the utility supplier.

F. SECURITY AND PET DEPOSITS

Security Deposit

Tenant security deposits are required to minimize collection losses and encourage residents to leave their apartments clean and in good condition when they vacate.

Security Deposit Amounts

New tenants must pay a security deposit to the HACNLV at the time of leasing the unit.

The Security Deposits for Public Housing will be based on bedroom size as follows:

- Efficiency Unit: $150.00
- One Bedroom Unit: $150.00
- Two Bedroom Unit $200.00
- Three Bedroom Unit $250.00
- Four Bedroom Unit $300.00

ALL RESIDENTS OF HACNLV PRIOR TO THE ADOPTION OF THIS POLICY (10/1/2006) ARE NOT SUBJECT TO PAYING ADDITONAL DEPOSIT AMOUNTS.

Transfer of Security Deposit

If a resident transfer, the original security deposit transfers also. The resident will be responsible for payment of any additional security deposits as outlined in this policy. If the security deposit for the new unit is less than the original deposit, the resident will be refunded the proper amount,, less any charges that have assessed for damages to the unit they moved from. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.

The HACNLV may permit installment payments of security when a new tenant demonstrates a financial hardship to the satisfaction of the HACNLV. The Authority may allow for one-half of the required deposit at the time of admission and the remainder to be paid with additional equal payments for a two month period. The full deposit must be paid within 90 days of initial occupancy.

The Security Deposit will be returned, less any applicable charges, to the tenant after move-out, if the following conditions are met:

- There is no unpaid rent and/or charges for which the resident is liable under the lease or as a result of breaching the lease.
- The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
- There is no breakage or damage beyond that expected from normal wear and use.
- Tenant gave the required 15 calendar days advance written notice of intent to vacate and all keys issued have been returned to the management office when the family vacates the dwelling unit.

The Security Deposit may not be used to pay charges during the tenant's occupancy.

The HACNLV will hold the security deposit for the period the tenant occupies the unit.

The HACNLV will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address. If no address is provided, the refund will be mailed to the last known address.

The HACNLV will provide the tenant or designee identified above with a written list of any charges against the security deposits. If the tenant disagrees with the amount charged to the security deposits, the HACNLV will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the HACNLV. All keys to the unit must be returned to the Management upon vacating the unit.

The HACNLV will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the HACNLV will transfer the security deposit to the new unit and collect the difference between the balance and the new deposit required. The tenant will be billed for any maintenance or other charges. If the tenant family will be transferred from one public housing dwelling unit to another the HACNLV will conduct the required move-out inspection and determine what charges, if any, should be assessed to tenant's account. HACNLV will establish the security deposit for the new unit based upon the current security deposit policy and the family will be required to pay the balance/new deposit amount in effect at that time.

Pet Deposit

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	$150
Cat	$150
Fish Aquarium	$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	$0
Caged pets (birds, gerbils, hamsters)	$0

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF HACNLV PRIOR TO THE ADOPTION OF THIS POLICY (10/1/2006) ARE NOT SUBJECT TO PAYING ADDITONAL DEPOSIT AMOUNTS

RESIDENTS SIGNING PET POLICY AGREEMENTS FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING DEPOSITS FOR ANY NEW OR ADDITIONAL PETS.

Assistance Animals for persons with a disability are not subject to the pet deposit.

The HACNLV may permit installment payments of when a new tenant demonstrates a financial hardship to the satisfaction of the HACNLV.

The pet security deposit is to cover the cost of damages created by the pet. Tenant will be given a list of all such damages and the applicable charges that will be deducted from the pet deposit at the time the tenant vacates the unit or the pet is removed from the unit, whichever occurs first. Tenant will also be advised of their right to an informal meeting and/or grievance hearing should they dispute the charges. (See Chapter 10 for remainder of pet policy provisions.) The pet deposit will be returned to the tenant upon notification that the pet is no longer in the unit

Interest

HACNLV will not compute or pay any interest on any deposit.

G. RENT PAYMENTS

See Chapter 14, Rent and Debt Collection Procedures.

H. FEES AND NONPAYMENT PENALTIES

See Chapter 14, Rent and Debt Collection Procedures.

I. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to the resident at the time of lease execution.

The HACNLV will assess residents a charge for tenant-caused damage to its Conventional housing facilities (i.e., dwelling unit and/or common areas). Where there is no specific cost listed for an item of work, the charge to the family will be based upon the HACNLV labor rate times (x) the hours of labor charged to the job plus (+) the actual cost of parts and materials that were used on the job. A Schedule of Charges will be maintained by the agency and periodically updated. A copy of this schedule will be posted in all management offices and shall be made available upon request. The HACNLV will not charge for any repairs that are necessitated by normal wear and tear; nor will there be a charge for any scheduled periodic work, such as painting or extermination. However, if extermination is required on other than the pre-established scheduled basis and there is a determination that the extra extermination services are due to the negligence of the tenant family, the HACNLV reserves the right to charge for said service.

J. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, each development office.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by parties, the resident(s) and the HACNLV.

K. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

L. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

The HACNLV and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the HACNLV and the tenant, will be kept in the tenant file.

Vacate Inspections

The management staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HACNLV will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit. Documentation, including pictures of tenant caused damages will be maintained in tenant file.

The move-out inspection also assists the HACNLV in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

The HACNLV will inspect all units annually using HUD-required standards. All inspections will include a check of all smoke alarms to ensure proper working order. Pictures of any damages and/or housekeeping problems will be taken.

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 10 calendar days to correct noted items and placed on a schedule of 30, 60, and 90 day inspections conducted to ensure lease compliance. Failure to comply with housekeeping requirements are grounds for lease termination.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into HUD-required compliance, needed repairs will be completed by the HACNLV.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HACNLV.

Required corrections will be repaired by the HACNLV within 25 calendar days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease. HACNLV will take appropriate lease enforcement action.

Quality Control Inspections

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the HACNLV can be of service to the family.

The HACNLV management staff will conduct quality control inspections on 5% of the units.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The property manager may conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the HACNLV can be of service to the family.

Special Inspections

All new move-ins will have a 30-, 60- and 90 -day inspection after the initial move-in inspection.

Housing management staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review HACNLV operations periodically and as a part of their monitoring may inspect a sampling of the HACNLV's inventory.

Modernized and Scattered Site Inspections: New move ins in either a modernized or scattered site unit will have 30-, 60-, and 90-day inspections conducted.

Unit inspections will be conducted within five (5) working days from the date HACNLV is notified or receives knowledge of an unsatisfactory condition such as infestation, damages or unsatisfactory housekeeping.

Other Inspections

The HACNLV management staff will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted weekly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections

Housing management staff may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) repair or abatement:

- Broken window glass that affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
- Escaping gas
- Plumbing leaks that have the capacity to create flooding or cause damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard

- Inoperable HACNLV-owned air conditioner/heater (seasonal)
- Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the HACNLV if the smoke detector is in need of repair. Residents who disengage smoke detectors will be charged (see Schedule of Charges posted.)

Entry of Premises Notices

The HACNLV will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The HACNLV will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult must be present in the unit during the inspection and be required to show identification.

If no person is at home, the inspector will enter the unit and conduct the inspection and will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 2 days before entry.

Where the HACNLV is conducting regular annual inspection of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the HACNLV will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call the HACNLV at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The HACNLV will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. The HACNLV may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the HACNLV to enter.

Non-Inspection Emergency Entry

The HACNLV staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

Family Responsibility to Allow Inspection

The HACNLV must be allowed to inspect the unit at reasonable times with reasonable notice. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

Chapter 10

PET POLICY

INTRODUCTION

This chapter explains the HACNLV's 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 of the HACNLV 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 HACNLV.

The purpose of this policy is to establish the HACNLV's policy and procedures for ownership of pets 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.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the HACNLV.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

The HACNLV Pet Policy does not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

Animals That Assist Persons With Disabilities

Only rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others will be applied to animals that assist persons with disabilities.

To meet these exclusions, the resident/pet owner must provide HACNLV with the means to verify that:

That there is a person with disabilities in the household; and

That the animal is needed because of the person's disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the HACNLV management. The pet owner must enter into a Pet Agreement with the HACNLV; pay the pet deposit as follows:

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	$150
Cat	$150
Fish Aquarium	$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	$0
Caged pets (birds, gerbils, hamsters)	$0

See Sections D and E following for other management requirements.

B. STANDARDS FOR PETS

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

Types of Pets Allowed

No pets except the following will be acceptable:

Dogs

Maximum number: 1

Maximum adult weight: 25 pounds

Maximum height: 20" at shoulder at full growth

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

Cats

Maximum number: 1

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

Birds

Maximum number: 2

Must be enclosed in a cage at all times

Fish

Maximum aquarium size: 50 gallons

Must be maintained on an approved stand

Rodents (guinea pig, hamster, or gerbil ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Types of Pets Not Allowed

Common household pets permitted in dwelling units do not include:

Animals who would be allowed to produce offspring for sale

Wild animals, feral animals, and any other animals that are unamenable to routine human handling

Animals of species commonly used on farms

Non-human primates (unless as an assistive animal to a person with disabilities)

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Snakes, spiders, reptiles, and chickens

The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

Any animal whose weight could exceed 25 pounds by adult hood?

Dogs of the pit bull, rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.

Chicks, turtles or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynah birds, psittacine birds, and birds of other species that are hosts to the organisms causing psittacosis in humans

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

C. PETS TEMPORARILY ON THE PREMISES

Pets which are not owned by a tenant will not be allowed; although service animals of persons with disabilities who are visiting the unit are permitted.

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 HACNLV.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

D. REGISTRATION, ADMINISTRATION, AND OTHER RESTRICTIONS

Registration of Pets

1. Pets must be registered with the HACNLV before they are brought onto the premises. Registration includes certificate 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. This provision applies to assistive animals for persons with disabilities.

2. 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. This provision applies to assistive animals for persons with disabilities.

3. Dogs and cats must be spayed or neutered. This provision applies to assistive animals for persons with disabilities.

4. Execution of a Pet Agreement with the HACNLV stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

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

6. Registration for each animal is to be accomplished by the filing of the following disclosures and forms:

   a. A health certificate prepared by a veterinarian (including attestations of no communicable disease and of spaying or neutering or of a medical condition precluding spaying or neutering)

   b. Documentation of current rabies vaccination for species subject to state or local rabies vaccination requirements

   c. Copy of the license issued by the applicable municipality for "ownership" of each animal for whom licensing is a legal requirement

   d. Name, address and telephone number of a veterinarian who will be providing regular care

   e. Name of the adult household member who will be primarily responsible for animal care

Refusal To Register Pets

1. The HACNLV 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 HACNLV 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 HUD Notice requirements.

2. The HACNLV will refuse to register a pet if:

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

   Keeping the pet would violate any House Pet Rules;

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

c. The HACNLV 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.

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

Pet Agreement

Execution of a Pet Agreement will be required, under which the resident acknowledges:

1. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress

2. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation

3. Receipt of a copy of all animal-related requirements and restrictions administered by management

4. In the context of public housing, that failure to abide by any animal-related requirement or restriction constitutes a violation of the "Tenant Obligations" appearing at 24 CFR 966.4(f)(4) and, therefore, grounds for lease termination pursuant to 24 CFR 966.4(k)(2)

Other Restrictions

The following other restrictions also apply:

1. A prohibition on the keeping of animals by any resident convicted of a felony or of a misdemeanor relating to treatment of an animal

2. A prohibition on the keeping of any dog or cat over six months of age who is not spayed or neutered

3. A prohibition against keeping animals in any dwelling unit having no air conditioning in which ambient temperatures may exceed 82 degrees at any time of day or night.

4. A restriction against walking or transporting any animal outside of the dwelling unit without use of a leash no longer than five (5') feet or animal transport enclosure.

5. A prohibition against allowing animals on any premises outside of the dwelling unit unaccompanied by a family member, including homeless animals that are being fed or otherwise supported by residents.

6. A prohibition against the tethering or chaining of animals outside of or within the dwelling unit.

7. A prohibition of feeding any dog and/or cat outside the unit.

8. A restriction against subjecting animals to any surgical procedure, such as de-barking or de-clawing, that is typically performed as a substitute for correcting environmental deficiencies and providing proper supervision, or that can render animals abnormally aggressive

9. A requirement for the prompt removal of animal feces deposited in any common area

10. A requirement for regular removal and replacement of litter used in litter boxes or in animal enclosures maintained within dwelling units

11. A requirement for implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals

12. Pets are to be restrained so that maintenance can be performed in the unit. The resident **shall,** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters a unit where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of $25.00. If the situation occurs again, the pet shall be removed from the premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

State and local public health and anti-cruelty laws are applicable. All complaints of cruelty and all dog bites will be referred to the relevant animal control or police agency for investigation and enforcement.

E. ADDITIONAL FEES AND DEPOSITS FOR PETS

HACNLV requires a pet deposit of $100 for dogs and cats:

HACNLV will allow gradual payment of the deposit in accordance with the following:

• An initial payment of $50 on or prior to the date the pet is properly registered and brought into the apartment; and

- Monthly payments in an amount no less than $50 until the specified deposit has been paid.

The HACNLV reserves the right to change or increase the required deposit by amendment to these rules.

The HACNLV 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 HACNLV 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 HACNLV 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 HACNLV will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HACNLV as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- 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.

F. ALTERATIONS 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 $10 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the HACNLV, 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, which exceeds the pet deposit.

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

The expense of flea disinfestations 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 and under the control of the resident or other responsible adult 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.

I. NOISE

Pet owners must 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 bin.

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 Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated or during regularly scheduled extermination of the unit.

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.

K. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 consecutive 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 a responsible party 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 HACNLV may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

N. TERMINATION OF TENANCY

The HACNLV 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.

O. 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. This includes pets that are poorly cared for or have been left unattended for over 10 consecutive hours.

If the responsible party is unwilling or unable to care for the pet, or if the HACNLV after reasonable efforts cannot contact the responsible party, the HACNLV 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.

P. EMERGENCIES

The HACNLV 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 HACNLV to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

Chapter 11

RECERTIFICATIONS

[24 CFR 5.617, 24 CFR 960.209]

INTRODUCTION

HUD requires that all families be recertified at least annually. At the annual recertification families must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them.

This chapter defines the HACNLV's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 6 and older, each have submitted their social security numbers or have certifications on file that they do not have a social security number;

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

B. ANNUAL RECERTIFICATIONS

The terms "annual recertification" and "annual reexamination" are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. The annual recertification of family income and composition will be conducted by the on-site management staff.

Families who choose flat rent are to be recertified every three years. HACNLV staff will mail annual information packages to families and may schedule an interview if additional information is needed.

Annual recertifications are scheduled on a project specific basis, according to the block system, for a specified month of the year. If a family has occupied a unit for less than 12 months when the "project" becomes due for annual recertifications, each such family will be required to complete an annual recertification. This will ensure that all newly admitted families comply with the project-based recertification schedule.

When families move to another dwelling unit, the annual recertification date will change to coincide with the new project recertification date. This may result in two "annual" recertifications within a 12 month period.

Recertification Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 calendar days in advance of the scheduled annual recertification date. If requested as an accommodation by a person with a disability, the HACNLV will provide the notice in an accessible format. The HACNLV will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

> The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to the HACNLV.
>
> If the family chooses flat rent, no recertification appointment will be necessary.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the HACNLV will use the following methodology for conducting annual recertifications to schedule the specific date and time of appointments in the written notification to the family.

Notification of obligation to recertify is sent at least 120 days in advance of the scheduled annual certification. Notification of the flat rent and an approximate amount of the income based rent, based on the last certification, and is sent at least 120 days in advance of the scheduled annual certification.

Families that have paid a flat rent for three years must complete a full certification process to determine accurate information regarding family composition and income. The family may choose to pay a flat rent or the income based rent annually.

Persons with Disabilities

Persons with disabilities, who are unable to come to the HACNLV's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The family is required to complete the application for continued occupancy. Each adult member who reports no income will also be required to complete the Personal Declaration Form.

Requirements to Attend

All adult household members will be required to attend the recertification interview and sign the application for continued occupancy.

If the head of household is unable to attend the interview, the appointment will be rescheduled one time at the family's request.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 3 calendar days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HACNLV, the HACNLV will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HACNLV will not schedule a third appointment. If a household fails to complete annual recertification, their housing subsidy will be removed and they will be charged the flat rent for their unit as of the effective date of the household's annual recertification.

If the family schedules an appointment and completes annual recertification requirements within thirty days of the effective date of the household's annual recertification, the annual recertification will be completed and the household's rent will be based on the income.

Exceptions to these policies may be made by property manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the HACNLV will include instructions for the family to bring the following:

Application for Continued Occupancy form

Documentation of income for all family members

Documentation of liquid and non-liquid assets

Documentation to substantiate any deductions or allowances

Picture identification for adults 18 years of age or older

Self Declaration form when adult members 18 and over are declaring no income. (Except those 62 years and older/or disabled or enrolled in educational or approved training programs.

HACNLV will require a print out of utility bills for three months to be submitted for residents claiming zero income.

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

the unit size required by the family;

the amount of rent the family should pay.

Changes In The Tenant Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)].

Tenant Rent Increases

If tenant rent increases, a 30-day notice will be mailed to the family prior to the family's annual recertification date. If less than 30 days are remaining before the family's annual recertification date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the family's last annual recertification date.

If the family causes a delay in completing the annual recertification requirements, and the amount of tenant rent increases, the increase will be retroactive to the annual recertification effective date for the family's project.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the family's annual recertification date.

If the family causes a delay so that the processing of the recertification is not complete by the family's annual recertification date, rent change will be effective on the first day of the month following completion of the recertification processing by the HACNLV.

If tenant rent decreases and the change occurred within a month prior to the

recertification appointment, but the family did not report the change as an interim

adjustment, the decrease will be effective on the recertification anniversary date.

C. REPORTING INTERIM CHANGES

Families must report all changes in household composition and increases in income/assets within 10 calendar days to the HACNLV between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HACNLV approval prior to all other additions to the household.

When there is a change in head of household or a new adult household member is added, the head of household will complete an application for continued occupancy and recertify, using the same procedures the HACNLV staff would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy would be used.

The annual recertification date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the HACNLV of the family member being added to the lease.

Increases in Income to be Reported

Families paying flat rent are not required to report any increases in income or assets.

Families who receive Social Security, Social Security Disability, pensions or Supplemental Security Income (SSI) are not required to report their annual increase when it occurs. The HACNLV will not increase the family's total tenant payment until their next regularly scheduled annual except when an interim recertification is necessary as a result of any other changes listed in the "Reporting Requirements" section of this chapter.

Families must report all increases in income/assets of all household members to the HACNLV in writing within 10 calendar days of the occurrence.

The HACNLV will process rent adjustments resulting from any increase in income including when a new member joins the household.

Rent increases (except those due to misrepresentation) require 30 days' notice.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which would reduce the amount of the total tenant payment.

The HACNLV will process the rent adjustment unless the HACNLV confirms that the decrease in income will last less than 30 calendar days.

Decreases in tenant rent will be effective the first day of the month following the month in which the change is reported in writing to the HACNLV. If verification cannot be obtained prior to the end of the month in which the change is reported, the decrease will be made retroactive to the first day of the month following the month in which the change is reported.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HACNLV will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the HACNLV will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification Before Denying a Request to Reduce Rent

The HACNLV will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

Cooperation Agreements

The HACNLV has a written cooperation agreement in place with the local welfare agency which assists the HACNLV in obtaining the necessary information regarding welfare sanctions.

The HACNLV has taken a proactive approach to culminating an effective working relationship between the HACNLV and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The HACNLV and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

E. OTHER INTERIM REPORTING ISSUES

An interim recertification will be scheduled for families with zero income every 180 days. Once income is reported recertification will cease until annual recertification time.

HACNLV Errors

If the HACNLV makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error, but the family will not be charged retroactively. Any decrease in rent will be made retroactive.

False or Incomplete Information Supplied by Family

For families whose rent has been based on false or incomplete information supplied by

the applicant/resident family, an interim recertification will be conducted upon notice by

the HACNLV. Any increase in TTP and tenant rent will be retroactive.

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The HACNLV requires that families report interim changes to the HACNLV within ten calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 3 calendar days of the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the HACNLV), it will be considered untimely reporting.

Procedures When the Change is Reported in a Timely Manner

The HACNLV will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third party written verification.

Procedures when the Change is not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, utility reimbursement payment for which they would not have been eligible to receive and may be required to sign a Repayment Agreement in accordance with HACNLV repayment policy.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the HACNLV and not retroactively.

Procedures when the Change is not Processed by the HACNLV in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HACNLV in a timely manner.

Therefore, an increase will be effective after the required 30 days' notice prior to the first of the month after completion of processing by the HACNLV.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the HACNLV. The family must inform the HACNLV and request approval of additional family members other than additions due to birth, adoption, or court-awarded custody before the new member occupies the unit. The proposed new adult family members will be screened by HACNLV, according to the screening criteria in accordance with the criteria for eligibility and admission, prior to approval.

The HACNLV will not approve the addition of family members other than by birth,

adoption, marriage or court-awarded custody where the occupancy standards would

require a larger size unit.

An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the HACNLV. If either of these forms has been submitted, the HACNLV will also require that the family has initiated legal proceedings for guardianship or legal custody. HACNLV must receive a court awarded guardianship or custody is received within 365 calendar days. Failure shall result in the deduction being removed; and any income still being received shall be counted.

All changes in family composition must be reported within 10 calendar days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head or co-head of household or spouse that the member (who may have been the head of household) removed is permanently absent.

The head of household must provide a statement that the head or co-head of household or

spouse will notify the HACNLV if the removed member returns to the household for a

period longer than the visitor period allowed in the lease.

Increase in Family Size

The HACNLV will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a HACNLV-approved live-in attendant.

Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions identified above will be placed on the Transfer List at their next regularly scheduled recertification; unless it creates a health and safety hazard upon approval of the Director of Operations.

Definition of Temporarily/Permanently Absent

The HACNLV must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HACNLV will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HACNLV will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the HACNLV before they move out of a unit in accordance with the lease and to give the HACNLV information about any family absence from the unit.

Families must notify the HACNLV if they are going to be absent from the unit for more than fifteen consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HACNLV may:

Conduct home visit

Write letters to the family at the unit

Post letters on exterior door

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

Contact emergency contact

As a reasonable accommodation for a person with a disability, the HACNLV may approve an extension. (See Absence Due to Medical Reasons below for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the HACNLV can verify that the person was unable to notify the HACNLV in accordance with the lease provisions regarding absences, and if a suitable unit is available, the HACNLV may reinstate the family as an accommodation if requested by the family.

If the dwelling unit is deemed abandoned by the tenant, HACNLV shall take possession of the unit and any of the tenant's possessions remaining in the unit, in accordance with the lease. Property abandoned by the tenant may be disposed of by HACNLV in accordance with Nevada State law, NRS 1184.480 and HACNLV procedures.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for three consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HACNLV will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HACNLV's "Absence of Entire Family" policy.

Absence due to Incarceration

If a sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

The HACNLV will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HACNLV will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 3 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the HACNLV's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HACNLV will treat that adult as a visitor for the first 90 calendar days.

Absence of Spouse or Secondary Wage earner

The absence of the spouse or secondary wage earner must be verified by third-party documentation unless so verified per 24CFR 5.609(2) all income must be included.

If, by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the lease will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HACNLV will review the status at 30 calendar day intervals.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When the HACNLV approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The HACNLV will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full-Time Students

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for that person will be counted. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

Visitors (See Chapter 9, Leasing)

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or more than 30 cumulative days in a 12 month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or HACNLV staff will be considered in making the determination.

The HACNLV will consider:

Statements from neighbors and/or HACNLV staff

Vehicle license plate verification

Post Office records

Drivers license verification

Law enforcement reports

Credit reports

Verification from other public or private sources

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, as stated above, the individual will be considered an unauthorized member of the family and the HACNLV will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 consecutive days per year without being considered a member of the household under the following conditions:

The head of household has reported to the HACNLV, in writing, that the minor is a visitor.

The HACNLV has provided the head of household with written permission for the minor to occupy the unit for more than 14 days.

In a joint custody arrangement, if the minor is in the household less than 184 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

Required Family Reporting to Manager

The additional person(s), whether a family member or a visitor, must be reported in writing to the manager within 3 calendar days of a stay intended to exceed the visitation period allowed under the lease/ACOP.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the HACNLV to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

> The court has to have awarded emancipated minor status to the minor or is legally married; or
>
> The HACNLV has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards. If the sole eligible member of the household dies, the unit must be returned to the HACNLV within 14 days.

I. CHANGES IN UNIT SIZE

The HACNLV shall grant exceptions from the occupancy standards if the family requests and the HACNLV determines the exceptions are justified according to this policy.

The HACNLV will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

The HACNLV will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a tenant family requires another unit

size, the family will be placed on the Transfer List in accordance with the Transfer

policy. (See Chapter 5, Occupancy Guidelines.)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non citizens Rule, "Mixed" families are families in which the head or spouse is a citizen or that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualified for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter 6). The HACNLV may no longer offer temporary deferral of termination (See Chapter 12).

K. UNIT TRANSFERS

See Chapter 8, Transfer Policy.

Chapter 12

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

The HACNLV may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the lease. This chapter describes the HACNLV's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the HACNLV with a written 15 calendar days advance notice as defined in the lease agreement.

Notice of intent to terminate the lease by the tenant must be in writing and must be tendered at least 15 days prior to the intended vacate date. Said notice must be signed and dated. The tenant notice must be delivered to the applicable management office or sent first class mail.

Should the family vacate without giving the required 15-day written notice, or should the family vacate after giving the 15-day notice, but prior to the expiration of the 15 day written notice, the HACNLV may deduct from the tenant's security deposit any portion of the tenant rent which remains unpaid for the specified 15-day period, or the date the unit is re-rented, whichever occurs first. In all cases, a family who has vacated will be provided with a detailed list of charges to be deducted from the security deposit within 15 days.

If the tenant intending to vacate provides sufficient evidence that they cannot tender the required written notice (e.g., language barrier, illiteracy, etc.) the HACNLV will permit the on-site management staff to draft the notice for the tenant, but all such notices must be authenticated with the tenant's signature or "mark." In these instances, the management staff should try to obtain the signature of a witness as well.

B. TERMINATION BY HACNLV

NOTE: THE LEASE WILL NOT BE RENEWED IF REQUIRED ADULT MEMBERS 18 YRS AND OLDER DO NOT COMPLY WITH COMMUNITY SERVICES.

It is the intent of the HACNLV to provide housing and housing-related services to residents consistent with the Authority's obligations under the Lease Agreement and its responsibility as a landlord under any applicable provisions of State/local law. Similarly, it is the intent of the HACNLV to provide and promote housing and a quality of life in its housing developments in a manner that best meets the housing and community needs of its residents.

The HACNLV will aggressively pursue termination of tenancy for any and all families who are either unwilling or unable to abide by their lease obligations. Termination of tenancy will be in accordance with the HACNLV's lease.

The public housing lease is automatically renewable, **EXCEPT** the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements, subject to publication of the HUD final rule. See Chapter 15, Community Service.

The lease may be terminated by the HACNLV, according to the terms of the lease, at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the HACNLV for the benefit and well being of the housing project and the tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas;

C. CRIMINAL CONDUCT OF A TENANT OR MEMBER OF THE TENANT'S' HOUSEHOLD

At least annually HACNLV will conduct a criminal background check through the Metropolitan Police Department of all household members 18 years of age and older.

Residents and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addition shall be evaluated in accordance with standards below.

If the tenant, any member of the tenant's household, or a guest or other person under the tenant's control engages in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the tenant is a tenant in public housing. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the landlord (the HACNLV) will be notified by the Las Vegas Metropolitan Police Department. The landlord (HACNLV) will then commence unlawful detainer procedures to terminate the lease;

Alcohol abuse that the HACNLV determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

Non-compliance with Non-Citizen Rule requirements;

Criminal activity by tenant, any member of the tenant's household, or a guest or other person under the tenant's control involving crimes of physical violence against residents, HACNLV employees or HACNLV vendors;

Family history of disturbance to neighbors, destruction of property or living or housekeeping habits which result in damage to the unit or common areas;

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction;

Non-payment of excess utility charge payments to the HACNLV is a violation of the lease and is grounds for eviction;

The HACNLV shall terminate the tenancy of any resident or household member that has found to be a fugitive. A fugitive is a person who is fleeing to avoid prosecution and/or incarceration for a felony crime or is fleeing to avoid prosecution or incarceration for violating a condition of probation or parole, imposed by State or Federal law.

Other good cause. "Other good cause" means other lease violations and/or conduct not specifically referenced herein that has a serious impact upon the safety, health and/or peaceful enjoyment of the residents of a HACNLV public housing community. Where there is a finding of good cause for termination, such action will not be taken unless there is evidence that the tenant has received prior written notice that continued action or inaction of the nature stated in the warning notice would be considered as other good cause for termination of tenancy, excepting terminations due to drug-related criminal activity.

D. NOTIFICATION REQUIREMENTS

The HACNLV's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter 13.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household and sent by first class mail properly addressed to tenant with certificate of mailing.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

Timing of the Notice

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

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as five calendar days, considering the seriousness of the situation when the health or safety of other residents or HACNLV employees, vendors or contractors is threatened;

At least 30 days prior to termination in all other cases.

The HACNLV shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

In any instance where the HACNLV is aware that the head of a tenant family is visually-impaired the HACNLV will tender all such notices in a visually-accessible format. This may consist of a termination notice in braille or in large typeface of 18 points of greater. Alternatively, the Authority may provide a "reader" and a witness that applicable notices have been read to a visually-impaired person.

In any instance where the HACNLV is aware that the head of a tenant family does not speak and/or read English and/or otherwise faces a language barrier, an attempt will be made to provide the notice of intent to terminate in both English and the first language of the tenant head of household. However, if the HACNLV is aware that there are adult family members other than the head or spouse who are capable of reading the English-speaking notice the HACNLV may address the notice to the head and/or co-head of household but to the attention of the adult family member who can read the notice. If there is a determination by HACNLV's legal counsel that a minor who is sufficiently old enough (i.e., age 16 or 17) occupies the unit, and is capable of reading and understanding the notice delivered in English, the HACNLV will reserve the right to address such notices to the head or co-head, but to the attention of the older minor. The HACNLV will undertake this course of action only when there is no adult household member who reads English as evidenced by the most recent certification or other documentation in the tenant's file.

E. PROHIBITED CRIMINAL CONDUCT UNDER ONE-STRIKE

The HACNLV must have evidence of the violation by the household member. The HACNLV may pursue fact-finding efforts as needed to obtain evidence.

> "Preponderance of evidence" is evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence. The intent is not to prove criminal liability, but to establish that the act(s) occurred.
>
> "Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by HACNLV inspectors and/or investigators, and evidence gathered from the HACNLV Hotline.

If there is overwhelming evidence documentation (i.e. a preponderance of evidence) that an adult family member has been involved in drug-related criminal activity on or off the premises within the 12 month period preceding the date of initial certification or recertification, whether or not there has been a conviction, there will be a determination of ineligibility for admission or continued occupancy.

No family member may have engaged in or threatened abusive or violent behavior toward HACNLV personnel or their authorized representative at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The criminal records of each adult tenant and their household members will be evaluated in accordance with the standards listed below:

1. Criminal Sexual Convictions

Tenants, and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

2. Arrests/Convictions for Possession and/or Use of Controlled Substance

The HACNLV will permanently terminate the public housing lease of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

3. Alcohol Abuse

The HACNLV may initiate lease termination, when, through verifiable evidence, HACNLV determines that:

The tenant and/or household member has a pattern of abuse of alcohol; and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

The HACNLV will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

Hearings

If information is revealed that would cause the HACNLV to terminate assistance to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the HACNLV's hearing procedures outlined in the Chapter 13.

F. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the HACNLV at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail

(other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by the HACNLV for 5 years, according to HACNLV's record retention policy.

G. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the HACNLV determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any prorating of assistance provided for the family.

H. VICTIMS OF DOMESTIC VIOLENCES

HACNLV shall comply with the Violence against Women and Department of Justice Reauthorization Act of 2005.

Selection: An applicant or participant that is or has been a victim of domestic violence, dating violence, or stalking is not appropriate basis for denial of program assistance or denial of admission of an otherwise qualified applicant.

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

Termination of Assistance/Eviction: Criminal activities directly relating to domestic violence, dating violence, or stalking engaged in by member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of threatened victim of that domestic violence, dating violence or stalking.

HACNLV shall terminate assistance to remove a lawful occupancy or tenant who engages in criminal acts of violence to family members or others without terminating assistance victimized lawful occupants.

The victim MUST complete a certification of his/her status as a victim of domestic violence, dating violence or stalking identifying the person committing the crime, in order to qualify for protection implemented in the statute and provide for the confidentiality of that certification. Once HUD issued the afore reference form, the victim requesting protection must complete the form within 14 business days after the HACNLV staff request such certification. Until such form is provided by HUD, HACNLV shall accept letters from the DA office, documents signed by an attorney, medical professional, victim service center from the victim has sought assistance to address domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or producing a Federal, State, tribal, territorial or local police or court record.

Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

Chapter 13

RENT AND DEBT COLLECTION PROCEDURES

INTRODUCTION

This procedure sets forth the steps to be carried out by Housing Authority of the City of North Las Vegas (HACNLV) staff to accomplish the goals of the Rent Collection Policy. It is designed to be used in conjunction with other HACNLV policies and procedures (which are referenced herein).

The rent collection performance of their developments shall be considered as a significant aspect of all management staff's performance appraisals. Rent collection is a key indicator of management competence. Specific rent collection goals may be made a part of the management staff's performance standards.

A. COLLECTING RENT

Due Dates

Rent - Rent is due and payable on the first calendar day of the month. If the first day of the month falls on a weekend or holiday, the rent shall be due and payable on the first business day following that weekend or holiday. Residents are to be kept informed of this due date through:

Posting the rent collection policy and any related notices.

Briefing in orientations for new residents.

Meetings with residents who are having difficulty paying rent on time.

Periodic notices sent directly to residents.

Other Charges - Any charges other than rent and late fees shall become due and payable on the first day of the second month following the date the charge was incurred by the resident and at least 14 days after the resident has been properly notified of the charge by the HACNLV.

Grace Period

Rent and other charges are considered delinquent if they have not been received by the close of business on the seventh calendar day after the rental due date. If the seventh day of the month falls on a Weekend or Holiday, the rent shall be considered delinquent by the close of business on the first business day following that weekend or holiday.

Late Penalties/Charges

Late Fee - The Accounting Department shall post a charge of $15.00 to the resident's account if rent is delinquent.

If the late payment is made on behalf of the resident through payroll deduction, protective payment or other vendor payment by an authorized agency, and the late payment is not the fault of the resident, the late fee shall be forgiven:

Accounts of residents whose rent is paid through payroll deductions or vendor payments shall be flagged by managers on the resident ledgers and in the residents' files.

Each time a payment of rent through payroll deduction or vendor payment is late, the manager shall:

within 2 days of the end of the grace period, determine the reason for the delay in payment;

if the delay is not the fault of the resident, prepare an adjustment slip removing the $15 late fee;

forward the adjustment slip to the **Director of Operations or designee** for review and approval.

The Director of Operations or designee will forward the approved adjustment slip to accounting for the charge to be removed.

Upon receipt of the adjustment slip, accounting shall:

remove the $15.00 charge from the resident's account; and

issue a letter informing the resident that the charge has been removed and the 14-day notice is rescinded

Returned Check Fee - A returned check fee of $15.00 will be posted to the resident's account for returned checks. In addition, the manager will require that they pay by money order or cashier's check for the next 12 month period. If a resident pays with a bad check, the manager shall flag the resident's account and file to alert staff that they are not to accept personal checks from that resident for the appropriate period of time. If such a resident subsequently offers to pay with a personal check, the payment shall be refused and that resident shall be instructed to obtain a money order or cashier's check and return with the payment.

Court Costs and Attorney Fees - If a delinquency has to be referred to an attorney or the courts for collection or eviction, the appropriate charge, as established by the HACNLV, will be posted to the resident's account.

Acceptable Forms and Locations for Payment of Rent and Other Charges

Only the full amount of rent and/or charges will be accepted. No partial payments will be accepted unless they are made in accordance with a valid, up-to-date repayment agreement. Depending on the location of payment, residents may pay their rent by check, or money order. Cash payments may be made at the bank only. Third party personal checks are not acceptable for the payment of rent or charges. Rent in the proper amount and form will be accepted at the following locations:

HACNLV residents may pay rent in person at the project office responsible for the management of their housing unit. They may also deposit their rent in the secure drop box at that management office. Only checks and money orders will be accepted at the management offices or drop boxes.

All HACNLV residents may pay rent at the designated banks. Residents may pay at

these locations with check, money order or cash. The banks that have been designated as collection points for rent and other charges are:

Any branch of Wells Fargo Bank

Managers shall encourage residents to pay their rent at the management office for their site.

Payment in Person - If a resident is paying in person, they must present their rent payment envelope with the payment. The employee receiving the rent shall:

Determine if the proper amount is being tendered by reviewing the appropriate rent roll.

Accept the payment if it is the proper amount.

Photocopy the payment and envelop and return it to the resident.

Keep one copy of the billing and attach it to the payment.

The employee receiving the payment shall:

Determine if the proper amount is being tendered by reviewing the appropriate rent roll.

Accept the payment if it is the proper amount.

If the proper amount of rent and other charges is not tendered by the resident, the payment is to be refused and the resident informed of the proper amount to be paid.

Payment by Mail - If the resident's payment is mailed to the management office, the resident is to include a copy of the payment envelope with the payment. The cashier shall determine if the proper amount is being tendered.

Only the following HACNLV personnel are specifically authorized to accept rent or charges or handle any receipts for rent and other charges:

Manager

Housing Assistance Specialist

If the proper amount of rent and/or charges is not tendered, the payment is to be refused and the following procedures are to be followed:

Prepare and attach a return slip to the payment.

Send the payment and attached slip to the manager.

The manager shall return the payment to the resident.

Acceptance of Delinquent Rent and Charges

Delinquent rent and/or charges may be accepted by money order or cashier's check only until the lockout is completed by the Constable. Staff shall accept such payment, however, only if the full amount, including late fees and other penalties, are tendered.

No payment shall be accepted after LOCKOUT occurs unless approved by the Director of Operations or designee.

Daily Deposits and Transmittal - Management staff responsible for transferring money collected to the Accounting Department shall do so on a daily basis. These funds must be accompanied by a transmittal that indicates the amount of money from the collection of rents and other charges, including security deposits, being delivered. This transmittal and money shall be accompanied by the following:

A calculator tape itemizing the amount of each collection and totaling the day's collections.

The appropriate payment envelopes, or receipts as required to identify the source, amount and applicability of each payment received and transmitted.

Resident Ledger - The Accounting Department will receive the daily collections from the management offices. Accounting will also receive statements from the designated banks indicating the identity and amount of payments received for rents and other charges.

As the daily receipts and bank-generated statements are received by the Accounting Department, the appropriate entries shall be made into the resident accounting database. Each amount received shall be credited to the appropriate resident's account. Accounting shall keep the records of resident accounts up to date, so that all managers may review resident accounts to ascertain who has and has not paid rent and/or other charges.

B. DELINQUENT ACCOUNTS

Staff is to place a high priority on the collection of delinquent rents and charges. Control of delinquent accounts is to be considered an indicator of the manager's effectiveness. Managers are to maintain records of delinquent residents and of the efforts taken to collect amounts past due. Managers have the authority, within the limits established by the rent collection policy and these procedures, to determine if resident requests for modification of terms for payment are acceptable. The following steps, at a minimum, are to be taken in an effort to collect delinquent rents and other charges:

Written Contact and Delinquency Notices

First Written Notice - All residents who have not paid rent and other charges in full by the end of the grace period and who have not had those amounts covered by an up-to-date repayment agreement shall be sent or delivered the appropriate delinquency notices. On the first day rents and charges are delinquent; the Property Manager shall prepare and deliver the "14-Day Demand for Rent" and/or the "30-Day Demand for Charges other Rent and Late Fees." The appropriate site management staff shall hand-deliver the appropriate notice(s) to an adult member of the household.

If hand delivery to an adult member of household is not possible, or if delivery in this manner is refused or not acknowledged, the manager shall post the notice at the unit and send it by first class mail and obtain a "Certificate of Mailing." A record of the posting and mailing shall be made by:

Placing a properly annotated copy of the posted notice in the resident's file. This annotated copy shall indicate the date and time of posting and the signature of the staff member that posted the notice, and

Placing the "Certificate of Mailing" in the resident's file.

Subsequent Written Notices - At the manager's discretion, a reminder letter may be sent to the resident at any time during the running of the 14-day and/or 30-day notice. All follow up notices may be mailed or hand-delivered to an adult member of the household. A record of the reminder letters shall be maintained in the Resident file. No additional written notices are to be delivered after the 14 and/or 30 day period has expired.

Verifying Abandoned Units

If there is any possibility that a unit may have been abandoned, the manager shall promptly send the family a letter by certified mail (with a copy to the file) notifying the family that they must contact the project office within 10 calendar days from the date of letter or staff will enter the unit to verify possible abandonment.

Should the family fail to contact the project office within ten calendar days from the date of letter; the manager will enter the unit to determine whether it has been abandoned. A unit can be considered to be abandoned if there are no signs of recent habitation, nothing of value left in the unit, and no authorized occupant of the unit is seen entering or leaving the premises within the last two days.

If the unit appears to be abandoned, the manager shall notify the resident in accordance with State law by posting a Notice of Abandonment and sending a copy by certified mail. If the unit is not secure, it should be secured promptly by the maintenance staff.

If a unit is abandoned by a delinquent resident, the manager will make every effort to determine the total charges owed, including any repairs needed to the unit resulting from damage caused by the resident's actions or negligence. This amount shall be reported to the Accounting Department which will deduct such amounts, plus unpaid rent and charges, from the security deposit.

Documenting the File

Each attempt to contact the resident about the delinquency will be noted in the resident's file indicating the date of the attempted contact, the method of attempted contact, the person attempting the contact and the outcome. Any items sent by certified mail and returned unclaimed will be held in the file unopened so that it may be opened by the Court.

Duration of Rent Collection Efforts

Rent collection efforts is a month-long task. Attempts to reach all delinquent residents by telephone and home visits will be continued until the full amount due has been paid or until the 14-day delinquency remedy period has expired, whichever comes first. The manager should consider using proactive measures at other times of the month to ensure that habitually late residents begin to pay their rent on time. Managers should also consider referring such families to financial counseling or other assistance through Resident Services.

C. REPAYMENT AGREEMENTS

Repayment agreements may be used to modify the terms (periodic amount and timing) of delinquent amounts owed. The circumstances under which repayment agreements are acceptable are under the discretion of the manager as long as the family meets the basic eligibility requirements for a repayment agreement. Managers are cautioned against the indiscriminate use of these agreements as they can become an obstacle to timely collections.

Purpose of Repayment Agreement

A repayment agreement sets up an legally binding agreement between a delinquent resident and the HACNLV under which the resident agrees to pay current rent and charges plus a fair amount each month toward delinquent rent or charges until the delinquency is repaid in full.

The HACNLV , for its part, agrees not to terminate the lease of the delinquent resident for nonpayment unless the terms of the repayment agreement are broken by the resident.

Eligibility to Enter into a Repayment Agreement

A resident is eligible to execute a repayment agreement when all of the following conditions are met:

No other repayment agreement is in force;

The resident has not been delinquent two times within the preceding 12-month period;

The repayment agreement is requested within the 14-day (for rent) or 30-day (for other charges) delinquency remedy period which is concurrent with the running of the 14-day or 30-day notice (this requirement may be waived if the resident can prove that he/she was physically incapable of requesting this agreement during this period of time through no fault of his/her own);

The resident is not under any actual or pending eviction proceeding;

There are no carryover balances from the previous month, and

The reason for the request for the repayment agreement is valid and is fully substantiated and documented.

Generally, these agreements should be restricted to clear cases of the following hardships:

Death of an immediate family member.

Serious illness that requires the hospitalization of a member of resident's household.

Lost or stolen paycheck.

Unexpected HACNLV charge that exceeds the resident's ability to pay in one sum.

The manager shall document and obtain third party verification of the hardship claimed by the resident. The manager shall also document the reason for granting each request for a repayment agreement.

Terms of Repayment Contracts

The maximum duration of any repayment agreement that a manager may approve shall be 12 months, inclusive of the month in which the down payment is made. The terms of all HACNLV repayment contracts shall be as follows:

Balance Due	Payment Due
$26 - $100	$25 down and $25 per month
$101 - $500	25% down and balance within 11 months with minimum payment of $35/month
$501 -$1000	25% down and balance within 11 months with minimum payment of $50/month
$1001+	25% down and balance within 11 months with minimum payment of $75/month

When the down payment required exceeds $125, the manager may approve arrangements resulting in the payment of the portion that exceeds $125 in equal installments over a 2 month period.

Negotiating a Repayment Agreement

Once the manager has determined that the resident is eligible, the parties will meet to address the terms of the agreement. The primary topics for the negotiation are the down payment, the amount of the subsequent monthly payments and the term/duration of the agreement. The negotiation shall be carried out in a professional and non-threatening manner.

Managers should attempt to shorten the duration of the agreement by seeking the largest down payment and subsequent monthly payments that the resident can afford. Under no circumstances may the manager agree to a term that is in excess of 12 months or which requires a down payment of less than what is specified by HACNLV policy. The manager shall take into consideration factors of affordability when negotiating the terms of the repayment agreement.

The manager will also inform the resident that failure to abide by the terms of the agreement will be grounds for eviction for non-payment.

Executing the Repayment Agreement

Once the terms of the agreement have been settled, the manager will fill out the Repayment Agreement form. The form will then be explained to the resident and both parties will sign it in the appropriate places. Two copies of the executed agreement will be made and given to the resident. The manager will place the original of the agreement in the resident's file. The manager will transmit a copy of the executed agreement to the Director of Operations or designee within 24 hours. The resident must pay the down payment at the management office at the time the Repayment Agreement is signed.

D. COLLECTION OF VACATED ACCOUNTS

Maintaining Information on Resident

The manager should endeavor to maintain adequate data on the resident to permit skip tracing should the resident move out without notice or with a balance owing. A contact list for each resident should be developed which includes information such as names, addresses and phone number of:

Relatives not living with the resident

Current and former employers

Current and former associates

This contact list should be regularly updated at the time of annual certification.

Establishing Amount of Vacated Accounts Receivable

When a resident vacates a unit, the manager will determine any amounts remaining due and payable to the HACNLV. The manager shall take the appropriate actions to have this amount deducted from the security deposit. If such amount exceeds the security deposit, a vacated resident account receivable is deemed to exist.

Contact with Vacated Resident

Within 30 days of the determination of the amount of the vacated account receivable, the Accounting Department shall prepare and send a letter, by certified mail, to the last known address of the vacated resident. The letter should state the amount of money owed and the date and manner by which it is to be paid. The vacated resident should be instructed to contact the manager immediately to discuss plans for payment. The vacated resident shall be given no more than 10 days to repay the amount specified in the letter. In addition, the Accounting Department shall prepare a notice to the local Credit Bureau informing it of the identity of the vacated resident and the amount owed.

Use of Outside Collection Sources

If after thirty (30) days the Accounting Department's attempts to collect from the vacated resident have been unsuccessful, the account may be turned over to the Collection Agency designated by the HACNLV to collect vacated accounts.

Write-Offs of Uncollected Vacated Accounts

After the above collection efforts have been taken to collect vacated accounts have been taken, they shall be written off in accordance with the HACNLV's Write-Off Policy.

E. EVICTIONS FOR NON-PAYMENT

Applicability

All residents that have not paid their rents/charges in full by the expiration of the 14-day and/or 30-day notice shall be processed for eviction. The only exceptions are those residents that have valid, up-to-date repayment agreements in force.

Preparation of Documents

On the day after the expiration of the applicable 14-day or 30-day notice period, the manager shall review the accounts of all delinquent residents. The files of those residents that have not paid in full shall be pulled and the manager shall prepare the following documentation for the eviction of each delinquent resident:

Affidavit of Summary Complaint (1 copy)

Complaint for Summary Eviction (2 copies)

Notice to the Constable (1 copy)

Copies of notices to the delinquent resident

Verification of method of service of the notices, e.g. certificates of mailing/posting/personal service

These documents shall be sent to the Director of Operations or designee not later than one (1) day after the expiration of the 14- or 30-day notice.

Filing the Eviction Papers

The Director of Operations or designee will prepare the check in accordance with the request and forward it to the manager. The same day the check and eviction file are received from the Director of Operations or designee, the manager shall file the eviction with the court.

If there is no challenge to the eviction action, the Constable can be expected to post the lockout notice within twenty-four (24) to seventy-two (72) hours. The manager must monitor the actions of the Constable in order to keep track of the date on which the lock-out can take place.

Executing the Eviction

At the expiration of the lock-out notice, the manager shall:

Schedule and coordinate lock-out with maintenance to change locks.

Perform a lock-out inventory on the resident's possessions and place the completed inventory into the resident's file.

Schedule maintenance to remove the resident's possessions and place them in temporary storage. Have the unit secured by changing the locks and boarding up the windows.

Lockout

The former resident has 30 days from the date of the eviction lockout to claim their possessions. In order to claim the possessions, the former resident must contact the management office to schedule a date and time to claim their possessions prior to the expiration of 30 days.

Any items left in storage longer than 30 days shall be disposed of and no longer available to be claimed. An extension to claim stored items must be requested in writing and approved prior to the expiration of 30 days.

F. RENT COLLECTION MONITORING

Form HUD-52295

Each month, the HACNLV will complete the HUD 52295 form for each project. Managers are encouraged to track the progress of their rent collection efforts by reviewing these forms when they are received.

Chapter 14

COMMUNITY SERVICE

A. REQUIREMENT

Each adult resident of the HACNLV shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. HACNLV will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify HACNLV in writing immediately. HACNLV will review the request and notify the individual, in writing, of its determination within 10 calendar days. HACNLV may require those individuals to provide documentation to support their claim.

B. EXEMPTIONS

The HACNLV shall provide an exemption from the community service requirement for any individual who:

Is a family that is currently participating and is in compliance with the Public Housing Family Self-Sufficiency Program.

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][l] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act; HACNLV will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The HACNLV will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The HACNLV will permit residents to change exemption status during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by one of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan;

Participating in an educational or vocational training program designed to lead to employment, at least 30 hours per week;

Activities administered through Help of Southern Nevada (HELP).

D. ANNUAL DETERMINATIONS

Requirement – For each public housing resident subject to the requirement of community service, the HACNLV shall, 90 days before the expiration of each lease term **or effective date of recertification**, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

If HACNLV has reasonable cause to believe that the certification provided by the family is false or fraudulent, HACNLV has the right to require third-party verification.

E. NONCOMPLIANCE

If the HACNLV determines there is a family member who is subject to the community service requirement and has not complied with the requirement, the HACNLV shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the HACNLV's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The HACNLV may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the HACNLV enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

Continued Non-compliance

If, after the 12 month cure period, the family member is still not compliant, HACNLV must terminate tenancy of the entire family, according to HACNLV's lease, unless the family provides documentation that the non-compliant family member no longer resides in the unit.

If the family reports that a non-compliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before HACNLV will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the non-compliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 calendar day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

Ineligibility for Occupancy for Noncompliance

The HACNLV shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

F. HACNLV RESPONSIBILITY

The HACNLV will ensure that all community service programs are accessible for persons with

disabilities.

The HACNLV will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the HACNLV's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

G. HACNLV IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

HACNLV will provide the family with a copy of the Community Service Policy found in Exhibit 14-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

H. ELIGIBLE COMMUNITY SERVICE REQUIREMENTS

All community service performed will be verified by acceptable third part verification and may include:

Community Service with a Certified Resident Council, on site resident Service contractor.

Volunteering in community activities, such as clean up, graffiti removal, painting, neighborhood reduction of criminal activity such as resident patrol and neighborhood watch programs.

Community service with faith based organizations

Any other community service organization that is pre approved by HACNLV

Public educational facility.

HACNLV GRIEVANCE PROCEDURE SUMMARY

I. HACNLV GRIEVANCE PROCEDURE SUMMARY:

The Housing Authority of the City of North Las Vegas (HACNLV) Grievance Procedure is available to all applicants and residents of the following HACNLV Housing Program:

- The HACNLV Conventional Public Housing Program

The purpose of the HACNLV Grievance Procedure is to provide applicants and residents an opportunity for a hearing and/or due process review of HACNLV decisions that adversely affect their housing assistance.

II. DEFINITIONS:

For purposes of the HACNLV Grievance Procedure, the following definitions shall be applicable:

A. **Adverse Action** means a decision made by HACNLV to terminate or deny housing assistance to a family.

B. **Applicant** means a family who requests HACNLV housing assistance by submitting an application for housing to the following housing program:

- The HACNLV Conventional Public Housing Program

C. **Conventional Public Housing Program** means federally subsidized housing owned and managed by the HACNLV.

D. **Decision** means a written determination of a Grievance prepared by the HACNLV Hearing Officer, Director of Housing Programs.

E. Denial means a refusal affecting a person's eligibility status.

F. Dispute means to question the validity or truth of an administrative action taken by the HACNLV.

G. **Family** means the individual who is listed as the head of household on a HACNLV housing application and/or all persons listed as residents on a Public Housing Lease Agreement.

H. **Grievance** means a complaint submitted by a HACNLV applicant or public housing resident about a HACNLV decision that adversely affects an applicant or a public housing resident's housing assistance or eligibility therefore.

I. **Grievant** means an applicant, public housing resident who submits the complaint referenced in paragraph F above.

J. **Hearing** means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by the HACNLV.

K. HUD means the Department of Housing and Urban Development.

L. Informal Hearing means an informal process conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 participant appeals an adverse action which has been taken or is proposed to be taken.

M. **Informal Review** means a review of a grievance and all related oral and documentary evidence, conducted by the HACNLV official responsible for making the decision that gave rise to the grievance, in consultation with the Grievant.

N. **Informal Settlement** means a written agreement between a HACNLV Property Manager and a Public Housing Grievant that resolves a grievance without a formal hearing.

O. Involuntarily Displaced means having to move from a residence through no fault of your own.

P. **HACNLV** means the Housing Authority City of the Las Vegas; or

Continues to occupy an assisted unit after the HACNLV suspends housing assistance payments due to landlord default, but does not have a transfer voucher; or

Vacates an assisted unit before requesting a transfer voucher for reasons beyond their control; or

Has made a timely request for a transfer voucher; or

Has made a timely request for an informal hearing.

Q. **Property Manager** means the HACNLV employee who is responsible for the day-to-day operations of the public housing community that the Grievant resides in.

R. **Resident** means adult persons listed on a HACNLV public housing lease who live in a HACNLV public housing apartment or scattered site home; or

Resides in the unit, and who is the remaining family member of the resident family.

This definition does not include those adults designated as live-in aides.

Substandard Housing means a unit that is not livable according to HUD definition.

S. **Unit** means residential space for the private use of the family.

III. CONVENTIONALPUBLIC HOUSING PROGRAM GRIEVANCE PROCEDURES

A. APPLICANTS:

Applicants who are determined ineligible for housing assistance by HACNLV are entitled to request and receive an informal review of that determination. The informal review will be conducted by the Hearing Officer or designated person selected by HACNLV, depending on the program. An informal review is a meeting where an applicant's denial of placement on the waiting list or participation in a program is discussed. An applicant may request a meeting to review the reasons, when a claim for a federal preference is denied.

1. Notification of Ineligibility

Within ten (10) calendar days of the HACNLV determination of ineligibility, HACNLV must provide written notification to the applicant detailing the following:

a. the basis for the determination, and

b. the procedures to request an informal review of the determination. An informal review request form shall be included with the notification of ineligibility.

2. Informal Review Request Procedures

An applicant may request an informal review if they are determined to be ineligible for the following reasons:

- Undeliverable mail

- Unsuitability as a tenant
- Unfavorable criminal history report
- Unfavorable management report
- Non-responsiveness to HACNLV requests/notice/appointment

a. The applicant must submit a written request for an informal review of the ineligibility determination within ten (10) calendar days of the date the ineligibility notification is received. The request for an informal review shall be submitted to:

Housing Authority of the City of North Las Vegas

Attention: Admissions

1632 Yale Street

North Las Vegas, NV 89030

Upon receipt of the request, the Hearing Officer and/or his/her designee shall review the request and schedule a meeting with the applicant within ten (10) calendar days of the date the request is received.

3. The Informal Review Meeting

The HACNLV Hearing Officer and/or his/her designee shall conduct the Informal Review Meeting. The applicant and/or his/her authorized representative shall be in attendance together with the HACNLV official responsible for making the ineligibility determination at issue.

a. Presentation of evidence:

During the Informal Review Meeting, the applicant and/or his/her authorized representative shall be afforded an opportunity to present related documentary and/or oral evidence which discounts, disproves, disputes or otherwise mitigates the basis for the ineligibility determination.

During the Informal Review Meeting, the HACNLV official responsible for making the ineligibility determination shall be required to provide the regulatory and/or policy basis for the determination at issue together with any related documentary evidence.

4. Preference Denial Meeting

An applicant may request a meeting within 10 calendar days upon receiving the denial of a preference.

HACNLV staff will notify the applicant in writing of the denial within ten (10) calendar days upon receiving the denial.

The applicant must submit a written request for a meeting within ten (10) calendar days upon receiving the denial.

Any person or persons designated by the HACNLV, including the person who made or reviewed the determination, or his or her subordinate will conduct the meeting within ten (10) calendar days upon receiving the request.

5. The Informal Review Decision

Notification:

Within ten (10) calendar days of the date of the Informal Review Meeting, the HACNLV Hearing Officer or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.

The Informal Review Decision:

The Informal Review Decision shall be prepared by the Hearing Officer or his/her designee and shall clearly state the following:

a. The date of the Informal Review Meeting.

b. The names of the persons in attendance.

c. The applicable policy and/or regulatory provisions.

d. The decision.

e. A statement advising that the Informal Review Decision is final and if the applicant believes that HACNLV practice/decision is discriminatory he/she/ has the right to submit a complaint to:

The United States Department of Housing

& Urban Development

Office of Fair Housing & Equal Opportunity

450 Golden Gate Avenue

San Francisco, CA 94102

(800) 424-8590

(800) 424-8529 (TDD)

B. RESIDENTS:

Residents of the Conventional Housing Program who are notified of a HACNLV decision that adversely affects the resident's rights, duties, welfare or status as a Public Housing Resident may submit a Grievance in writing to the Property Manager's office to determine whether the Grievance can be settled informally.

1. Informal Settlement Meeting:

After receiving notice of the adverse action from the Management Office, the written grievance must be personally presented to the HACNLV management office with jurisdiction for the apartment in which the grievant resides. Upon receipt of the written Grievance from a resident, the Property Manager shall schedule a meeting with the Grievant to discuss the issues presented by the Grievant. The purpose of the meeting is to determine whether the Grievance can be resolved without hearing.

The Property Manager will review the request and schedule a meeting specifying the date, time, and location, within five (5) calendar days upon receipt of the request.

The Property Manager and resident will discuss the grievance informally, an attempt will be made to settle the grievance informally, by discussion and without a hearing.

a. Informal Meeting Summary:

The Property Manager shall prepare a written summary of the meeting discussion setting forth the following:

- The date of the Grievance
- The nature of the Grievance
- The persons in attendance
- The nature of the proposed disposition and the specific reasons therefore
- The formal hearing request procedures (including request form)

The written summary shall be prepared and provided to the Grievant within (10)

calendar days of the date of the meeting.

If the grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a hearing in accordance with the HACNLV grievance procedures.

2. Formal Hearing:

If no informal settlement agreement is reached during the informal settlement meeting, the Grievant has the right to request a formal hearing. A Hearing is a formal process conducted by the Hearing Officer to review oral and documentary evidence pertinent to the facts and issues raised when a resident appeals an adverse action, which has taken or is proposed to be taken by the HACNLV.

a. Hearing Request:

A resident may request a hearing if the resident disputes any HACNLV action or failure to act involving the resident's lease or other HACNLV rules or regulations which adversely affects the resident's rights, duties, welfare, or status. The Grievant may request a hearing by submitting a written hearing request to the Property Manager or HACNLV Central Office within ten (10) calendar days of the date the Grievant received the written summary of the informal settlement meeting.

To submit the request for a formal hearing to HACNLV central office it must be delivered to:

Housing Authority of the City of North Las Vegas

Attention: Admissions

1632 Yale Street

North Las Vegas, NV 89030

If the grievant does not request a hearing within ten (10) calendar days after receipt of the Informal Summary, the disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest HACNLV action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought

- How HACNLV action violates the resident's lease or other HACNLV rule or regulation, as well as the resident's rights, duties, welfare, or status.

Not withstanding scheduling conflicts, the hearing shall be scheduled and conducted within ten (10) calendar days of the date the Hearing Officer received the Hearing Request.

The Grievant shall be given written notification of the time, place and date of the hearing together with a description of the procedures governing the hearing.

b. Hearing Procedure

The hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by the HACNLV. The hearing shall be governed by the following due process considerations:

1. Prior to the hearing, the Grievant shall be afforded the opportunity to review all related documentary evidence maintained by HACNLV and shall be permitted to copy the same at his/her own expense. Evidence not made available to the Grievant, upon request, may not be used by HACNLV at the time of hearing.

2. The Grievant shall be afforded the right to be represented by counsel and/or to designate a representative.

3. The Grievant shall be afforded the right to confront and cross-examine all HACNLV witnesses on whose testimony or information the HACNLV rely and to present testimony and/or documentary evidence to support his/her position.

4. A prior determination on the same issue involving the same Grievant shall be binding on the Grievant and the HACNLV.

5. Failure to appear at the hearing, without prior notification may result in dismissal of the Grievance.

c. Hearing Decision:

The hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might

adjourn the Hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) calendar days of the initial hearing regardless of request for additional information.

Within ten (10) calendar days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- The date of the hearing
- The names of the parties and their representatives in attendance
- A description of the issues and evidence presented at the hearing
- A brief description of the respective position of the parties
- The applicable lease provisions, policy provisions and/or regulations
- The disposition of the Grievance.

The decision of the Hearing Officer is binding on the HACNLV unless:

1. The HACNLV Board of Commissioners determines that the decision violates local, state or federal law;
2. The HACNLV Board of Commissioners determines that the Grievance did not concern a HACNLV act or failure to act, or that it did not concern a HACNLV decision that adversely affected the Grievant's lease, rights, duties, welfare or status; or
3. The HACNLV Board of Commissioners determines that the Hearing Officer's decision violates the requirements of the Annual Contributions Contract between HACNLV and HUD.

The decision of the Hearing Officer or of the HACNLV Board of Commissioners shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the HACNLV in a court of competent jurisdiction regarding the subject matter of the Grievance. The Grievant may utilize due process through the Court.

d. Hearing Decisions Regarding Eviction:

The decision of the Hearing Officer in favor of the grievant must specify which provision of the resident's lease, other rule, HACNLV policy, procedure, or regulation has been violated. The remedy granted by the Hearing Officer may not violate:

- Local, State, or Federal law;
- Resident's lease;
- HACNLV rules or regulations
- HACNLV Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to the HACNLV

When the Hearing Officer affirms the HACNLV decision to terminate the Grievant's tenancy, HACNLV must follow applicable State law to implement the eviction including, but not limited to:

- Providing all requisite notices
- Abiding by all applicable judicial determinations, including those that over rule the Hearing Officer's Decision.

In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the grievant.

3. Expedited grievance procedure:

An expedited hearing may be requested and/or conducted to address a Grievance involving:

- Proposed termination of tenancy due to **criminal activity** that threatens the health, safety or right to peaceful enjoyment of the public housing community; or
- Proposed termination of tenancy due to drug-related criminal activity on or off the public housing premises.

The expedited hearing procedure shall be listed on all Thirty-Day Notices involving allegations of the foregoing criminal activity. The manager of the development in which the resident resides may elect to expedite a hearing due to the gravity of alleged activity. The manager in doing so, must contact the Hearing Officer within twenty-four (24) hours after service of the notice to request, that the procedure be expedited.

a. Grievance Submission:

When notified that they are subject to the expedited Grievance Procedure, residents shall be afforded a minimum of two (2) business days from the date they receive such notice, to submit a written Grievance. The manager on the behalf of the resident may request an expedited hearing due to the nature and gravity of the alleged activity. The Grievance must be submitted

to the Property Manager's or Hearing office and must set forth the following:

- The nature of the Grievance; **and**
- The relief sought.

b. Hearing Request:

Within one (1) business day of the date the Grievance is submitted, the Property Manager must forward the Grievance to the Hearing Officer and request that an expedited hearing be scheduled.

c. Expedited Hearing:

Upon receipt of a request for an expedited hearing, the Hearing Officer shall schedule the hearing. An informal settlement of grievance is not applicable under this provision. The Hearing shall take place within two (2) business days of the date the request is received. The Hearing Officer shall promptly notify the parties of the date, time and place of the hearing. The notice shall also plainly state that no postponements will be permitted and that failure to appear **will** result in dismissal of the Grievance.

d. Expedited Hearing Decision:

Within two (2) business days of the date of the hearing, the Hearing Officer shall provide a written decision to all parties.

The decision of the Hearing Officer shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the HACNLV in a court of competent jurisdiction regarding the subject matter of the Grievance.

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The HACNLV is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The HACNLV will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HACNLV policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will we undertake an inquiry or an audit of a tenant family arbitrarily. The HACNLV's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The HACNLV staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HACNLV has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the HACNLV' s attention, to investigate such claims.

The HACNLV will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The HACNLV will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made If HACNLV staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HACNLV knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the HACNLV receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE HACNLV WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HACNLV expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Site Manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The HACNLV will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

C. STEPS THE HACNLV WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The HACNLV Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.

Observation. The HACNLV Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the HACNLV wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his /her reported income and no plausible explanation is given.

D. THE HACNLV HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The HACNLV staff will encourage all tenant families to report suspected abuse to the property manager or Operations Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The property manager or Operations Manager will not follow up on allegations which are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of the HACNLV and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the HACNLV is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the property manager will initiate an investigation to determine if the allegation is true or false.

E. HOW THEHACNLV WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the HACNLV determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HACNLV will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HACNLV review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the HACNLV will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The HACNLV will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HACNLV office. A high standard of courtesy and professionalism will be maintained by the HACNLV Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HACNLV

Documents and other evidence obtained by the HACNLV during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among HACNLV Staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF THE HACNLV INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HACNLV will review the facts to determine:

The type of violation (procedural, non-compliance, fraud)

Whether the violation was intentional or unintentional

What amount of money (if any) is owed by the tenant?

Is the family eligible for continued occupancy?

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the HACNLV will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Non-compliance

This category applies when the tenant "fails to" observe a procedure or requirement of the HACNLV, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the HACNLV.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the HACNLV if the procedure or obligation is not complied with by the date specified by the HACNLV.

The consequences of repeated or similar violations.

Procedural Non-compliance - Retroactive Rent

When the tenant owes money to the HACNLV for failure to report changes in income or assets, the HACNLV will issue a Notification of Underpaid Rent. This notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the HACNLV.

A 3 calendar day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with HACNLV Notice. If the Tenant fails to comply with the HACNLV notice, and a material provision of the lease has been violated, the HACNLV will initiate termination of tenancy.

Tenant Complies with HACNLV Notice. When a tenant complies with the HACNLV notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the HACNLV will evaluate whether or not:

the tenant had knowledge that his/her actions were wrong, and

that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation.

The act was done repeatedly.

A false name or social security number was used.

There were admissions to others of the illegal action or omission.

The tenant omitted material facts which were known to them (e.g., employment of self or other household member).

The tenant falsified, forged or altered documents.

The tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

The Tenant Conference for Serious Violations and Misrepresentations

When the HACNLV has established that material misrepresentation(s) have occurred, a tenant conference will be scheduled with the family representative and the HACNLV staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed adverse action by the HACNLV. The purpose of such conference is to review the information and evidence obtained by the HACNLV with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the HACNLV. The tenant will be given 3 calendar days to furnish any mitigating evidence.

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

The duration of the violation and number of false statements.

The tenant's ability to understand the rules.

The tenant's willingness to cooperate, and to accept responsibility for his/her actions

The amount of money involved.

The tenant's past history

Whether or not criminal intent has been established.

The number of false statements.

If the tenant provides evidence that the tenant's original submissions and information were correct, the record will be documented and the investigation will be closed.

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the HACNLV may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the HACNLV has established criminal intent, and the case meets the criteria for prosecution, the HACNLV may:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

Refer the case to HUD's RIGI, and terminate rental assistance.

Administrative Remedies: The HACNLV may:

Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the HACNLV repayment policy.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the HACNLV repayment policy.

In cases of tenant error, termination of tenancy will be pursued only if the tenant refuses to make the new monthly rent payments or if the tenant refuses to repay the overpaid subsidy either by paying the entire amount or by entering into a repayment agreement with the HACNLV.

Timing of Action(s) Taken by HACNLV

Before any adverse action is taken, the HACNLV will provide an opportunity for the tenant to review the facts of the case and supporting documentation, and to respond, consistent with the terms of the grievance procedures in this plan. Adverse action is defined as termination of tenancy, notice to vacate, implementation of increased tenant rent, filing of civil action, entering into a repayment agreement with the tenant.

Procedures to terminate tenancy will not begin until all applicable provisions of the grievance procedures (including timeframes) have been exhausted.

The Manager must correct tenant rent payments, execute a repayment agreement with the tenant, and if necessary, file a civil action to establish the agency's right to repayment upon issuance of the Hearing Officer's final decision, or if the tenant has waived his/her right to a hearing.

GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12-month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

NOTE: *Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special

equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. 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.

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 family members 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.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

Earnings in excess of $480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of $480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

> Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
>
> Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

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.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b)

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: *PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Disability Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three

percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of $400 per household.

II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

CEILING RENT. An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or 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.

DISABLED PERSON. A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).

A person who has a physical, mental, or emotional impairment that:

Is expected to be of long-continued and indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

DISPLACED FAMILY. A family in which each member, or whose sole member, is 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.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

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)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or

more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

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

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson" when:

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

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by an PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

HANDICAPPED ASSISTANCE EXPENSES. See Disability assistance expense.

HANDICAPPED PERSON. See Disabled person

HEAD OF HOUSEHOLD. The person who assumes legal and financial responsibility for the household and is listed on the application as head.

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

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified.

HOUSING ASSISTANCE PLAN.

A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HUD. The Department of Housing and Urban Development or its designee.

HUD REQUIREMENTS. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed $5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Former federal preference. Can be used as a local preference.

LANDLORD. Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

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

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202 Program, the Market Rate Rent is that rent approved by HUD. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA between zero and $50.00.

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

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash 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 is excluded from the definition.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

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

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing program.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESPONSIBLE ENTITY. For the public housing, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

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

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

SPOUSE. The marriage partner of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANT. (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT. 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.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

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

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

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

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.

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

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law

marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Operations and Management

The Housing Authority of North Las Vegas administers a contract with the Housing Authority of the City of Las Vegas for the Public Housing program. As of January 7, 2009 the City of North Las Vegas Council approved an inter-local agreement giving City Manager Gregory Rose responsibility for the day-to-day management of the North Las Vegas Housing Authority. Mr. Rose operates as the business agent for the agency.

As of March 1, 2009, the Housing Choice Voucher Program (Section 8) was permanently transferred to the Housing Authority of the City of Las Vegas.

Preventive Maintenance Plan

The Housing Authority of North Las Vegas maintenance activities for Public Housing are performed by the Housing Authority of Las Vegas as part of the contracted services. A preventive maintenance plan has not been developed for the Rose Garden and Casa Rosa units/

Emergency Maintenance Plan

Attached is a copy of the Emergency Maintenance information sheet and Master Charge Sheet as provided for by the Housing Authority of the City of Las Vegas.

HACNLV - Resident Advisory Board Meeting
Senior Center
30-Jan-09

Guest	Address	Phone Number
Betty J. Berunor	1632 Yale St., # 204	394-0146
Grace B. Collins	1632 Yale St., # 222	349-6549
Mary Fields	1632 Yale St., # 109	633-4467
Warren Harfepler	1632 Yale St., # 327	n/a
Minnie Walden	1632 Yale St., # 235	646-1627
Thomas Stacey	1632 Yale St., # 240	382-8134
Sund Chin	1632 Yale St., # 236	399-9248
Linda Mills	1632 Yale St., # 211	642-6454
George Abramoning	1632 Yale St., # 124	286-6667
Laura Gelkins	1632 Yale St., # 137	649-9211
Woodrow Covingkor	1632 Yale St., # 112	n/a
Millow Salca	1632 Yale St., # 203	n/a
Kenneth Holmes	1632 Yale St., # 307	n/a
Goepec Wavis	1632 Yale St., # 212	n/a
Janet Jophey	1632 Yale St., # 102	n/a
Ernestine Stucky	1632 Yale St., # 305	n/a
Lame Woyalytre	1632 Yale St., # 309	n/a
Stafford G. Phyllis	1632 Yale St., # 202	n/a
Larry Lee	Rose Garden, # 317	642-3382
LaSama Banko	1632 Yale St., # 115	n/a
Lack Phillips	1632 Yale St., # 230	n/a
Edward Tolm	1632 Yale St., # 139	n/a
Oscar Thama	1632 Yale St., # 327	n/a
Mary Donnell	1632 Yale St., # 218	n/a
Lona Richards	1632 Yale St., # 311	n/a

HACNLV - Resident Advisory Board Meeting

Senior Center

January 30, 2009 - 11 am

SIGN-IN

GUEST	ADDRESS	PHONE NUMBER	INTEREST IN SERVING ON ADVISORY BOARD (YES/NO)

HACNLV - Resident Advisory Board Meeting
Senior Center
January 30, 2009 - 11 am

SIGN-IN

Guest	Address	Phone Number	Interest in serving on advisory board (yes/no)
Milton Solca	1632 yale st #203 N. Las Vegas		
Kenneth Holmes	1632 yale st # 307 N. Las Vegas		
[illegible]	1632 Yale #212		
Janet [illegible]	1632 Yale #102		
Ernestine Stewart	1632 yale #305		
[illegible]	1632 yale st apt 309		
STAFFORD PHYLLIS	1632 [illegible] #202		
Larry La	[illegible] #317	642 3382	Re empty apts on north #3
Lakeman Banks	1632 yale apt # [illegible]		X
Jack Phillips	1632 yale apt # 230		

HACNLV - Resident Advisory Board Meeting
Senior Center
January 30, 2009 - 1:30 pm

SIGN-IN

Guest	Address	Phone Number	Interest in serving on advisory board (Yes/No)
Edward Tolson	#129	[illegible]	
[illegible]	327		
Mary Donnell	215		
Lona Richardson	311		

Housing Authority of the City of Las Vegas

EMERGENCY MAINTENANCE SERVICE POLICY

The telephone number for maintenance work order requests, including emergency, routine, after hours, weekends, and holidays is:

(702) 922-6020

Requests for daily maintenance work will be taken between 8:00 a.m. through 5:00 p.m., Monday through Friday (except holidays). Routine work requests will be completed within five (5) working days. Requests for emergency maintenance will be taken on a 24-hour basis everyday and repairs will be completed or abated within 24 hours.

ONLY THE FOLLOWING ITEMS WILL BE CONSIDERED EMERGENCIES:

Sewer Stoppages: Toilets, outdoor main sewers, toilets backing up into tub. Kitchen sink, bathroom sink, washer drains, and units with more than 1 toilet will not be considered as emergencies.

Plumbing breaks or leaks: Indoor and outdoor Main water lines, breaks that cause flooding in unit, and broker water heater tanks. Faucet leaks, drain lines where water can be shut off from faucets and toilet tanks running will not be considered emergencies.

Electrical Failure: Any electrical failure to any habitable room of the unit will be considered an emergency. Any exposed wiring in the occupied unit and/or electrical shorts will also be considered an emergency.

Other: All fires, gas leaks, and natural disasters will be considered emergencies.

The following item will take priority over routine work orders:

Air Conditioning Heating and Cooling: All Heating and Cooling maintenance requests are priority over routine. All heating and cooling requests will be abated or repaired within 24 hours. Cooling requests will receive priority anytime the temperature exceeds 90 degrees. Heating requests will receive priority anytime the temperature is below 60 degrees.

****

Lock-outs and lock changes will not be considered an emergency at any time. All immediate lock changes will receive a $25.00 dollar service charge. A picture ID will be required and these requests are taken through the Management Office.

If maintenance responds to an "emergency" and it is found not to be an "emergency" a charge $25.00 will be applied to the account of the resident for time used by maintenance.

City of Las Vegas
Housing Authority
Master Charge Sheet

			Current
1	Stock No.	Size/Type	Material Cost
Refrigerator	A001024/A98001025	15 CF Frost Free	330.00
acket (2 ea)			5.00
risper Cover	A626024		24.00
Door Bar	A626042	Refrigerator	4.00
Door Gasket	A626051	Freezer	20.00
Freezer Exterior Door Panel	No Current Stk No.	For Whirlpool mdl E#T6QAKXKQ	23.00
Freezer Interior Door Panel	No current Stk No.	For whirlpool Mdl #ET6QAKXKQ	115.00
Ice Cube Tray			77.00
Refrigerator Handle	A582000		5.00
Refrigerator Interior Door Panel		For whirlpool mdl #ET6QAKXKQ	12.00
Refrigerator Door lining		For whirlpool mdl #ET6QAKXKQ	116.00
Refrigerator Door Rail	A626042		116.00
Refrigerator Exterior Door Panel	No Current Stk No.	For whirlpool mdl #ET6QAKXKQ	4.00
Shelf	A480000		106.00
Vegetable Pan Cover	A626021		15.00
Vegetable Tray	A626024		24.00
Stoves			
30" Gas Range	A001020		254.00
20" Gas Range	A001015		219.00
20" Electric Stove	A001000		201.00
30" Electric Range	A001010		230.00
Broiler Griddle	A445000		21.00
Broiler Pan	A444000		21.00
Burner	A432000		21.00
Burner (Large)	A312000		16.00
urner (Small)	A308000		12.00
ier Grate	A433000		16.00
Pans (Large)	A365000		4.00
p Pans (Small)	A364000		2.00
low Coil	A439100		42.00
Knobs	A443000		8.00
Oven Door Handle	A452032		12.00
Oven Rack	A446000		21.00
Range Hood/Exhaust Fan	S479000		37.00
Carpentry & Related			
Baseboard		2' min (wood)	1.00/FT
Brackets (each)	S101000	1x12" Closet Rod Combo	1.00
Bread Board	S111000		30.00
Cabinet Hinges	S231000 (pair)		3.00
Counter Tops		Pr ft-4'min (Formica)	29.00
Counter Tops		Pr ft-4'min (Butcher)	29.00
Cove Base		4' min (Rubber)	2.00
Drawer		Sides (2)	13.00
Drawer		Sides (2) & bottom (1)	16.00
Drawer		Complete	27.00
Drawer		Front Only	11.00
End Caps	(Formica)		3.00
End Splash	(Formica)		10.00
Handles	S224000	Cabinet/Drawer	2.00
Knobs	S251000	Cabinet/Drawer	4.00
Shelves (each)	S894000	#2 Pine	2.00 Lin ft.
Tile	S828100	12x12" VCT	1.00
sident damaged carpet will be charged at contractors price for materials and labor			

City of Las Vegas
Housing Authority
Master Charge Sheet

M	Stock No.	Size/Type	Current Material Cost
Doors	**Odd sized doors will be charged on an individual basis**		
2'8" Hollow Core Door		Hollow Core Door	40.00
22"X80"		Hollow Wood	19.00
24" X 79"	S178000	Hollow wood	19.00
3'0" Hollow Core Door	S180000	Hollow Core Door	35.00
3'0" Solid Core Door	S180100	Solid Core Door	43.00
30" x 79" Hollow Door	S179000	Hollow Wood	19.00
32" X 79" Hollow Door	S179000	Hollow Wood	15.00
36" X 72" Hollow Door	S179200	Hollow Wood	20.00
Bi-Fold Doors	S197036 (2)	Laundry	58.00
Medicine Cabinet Door	S114555	12"x7", 12"x8", 10"x 7"	10.00
Screen/Storm Door w/insert		Heavy Duty	141.00
Security Screen Door		Heavy Duty	70.00
Wrought Iron Gate		Drying Yards	150.00
Door Hardware			
Closet Door Guides		Plastic, floor guides	3.00
Closet Rod Brackets	S239000	Per Pair	2.00
Closet Rods	S136000	Material per foot	1.00
Door Bell Button	E274500		4.00
Door Casings (Complete)		Wood	11.00
Door Chime w/viewer	E034000	Two Tone	23.00
[illegible]or Hinges	S233000	Per Set/Steel	3.00
[illegible]r Jambs (Complete)	S181000/S181100	Wood	18.00
[illegible]r Jambs Finger Joint/Tops	S181100		4.00
[illegible]or Jambs Finger Joints/Legs	S181000/S181100		7.00
Door Knocker		Brass	5.00
Door Peephole	S453000		3.00
Door Stop (ea)	S802000	Spring, bumper or steel rod	1.00
Letters or Numbers	Each	4" Brass .75/4" Black .70	1.00
Weather Stripping	S165100	Bottom, Vinyl Only	4.00
Weather Stripping	S166000	Bottom, Vinyl and Metal	4.00
Weather Stripping	S183000	Jamb strip, metal/vinyl per set	14.00
Locks			
Bolt Replacement	S269000	Front/Back/Storage	15.00
Complete Changeout//Single		Labor Only	15.00
Complete Changeout/Double		Labor Only	25.00
Complete Changeout/Triple			35.00
Dead Bold Only	S271200	Each Door/Complete	27.00
Dummy Know (1/2 passage)	S304100	Closet or Furnace	4.00
Electronic Keys/Sonitrol			6.00
Entry Lock/New Dead Bolt	S271300		58.00
Garage Lock "T" Handle			10.00
Install-a-Lock	S255000	Small	10.00
Install-a-Lock	S255100	Large	11.00
Keys		Mail or Door (each)	1.00
Knob	S222200	Medicine Cabinet/Sliding Door Knob	1.00
[illegible]ch Bolt	S312000	Privacy/Passage Set	5.00
[illegible] Box Key Charge	S263020		8.00

City of Las Vegas
Housing Authority
Master Charge Sheet

M	Stock No.	Size/Type	Current Material Cost
Slot Complete	S205000		19.00
ailbox		Complete	24.00
ailbox Door & Hinge (No Lock)			28.00
Mailbox Locks	S263020		4.00
Padlock for Garage	S420000		6.00
Passage Knob (same as)	S315000		10.00
Passage Lock Set (same as)	S315000		10.00
Passage Set	S615000	Closet or Bedroom	10.00
Privacy, Bathroom or Bedroom	S294000		11.00
Re-Key Unauthorized Locks		Labor/Each	15.00
Replacement Complete Lock Entrance (ea)	S271300		58.00
Unretumed Keys			5.00
Window Lock	S866000	Screw on type	1.00
Drapery Hardware			
Baton (Pull handle) 30" White		Each	4.00
Brackets	S502100	Pair	1.00
Café Rods	S508000	84" X 120"	5.00
Café Rods	S506000	24"X48"	2.00
Café' Rods	S507000	48"X48"	3.00
Master Slides	S502000	Each	1.00
Rods Ends, Complete	S502100	Each	1.00
Rod Eyes		Each	1.00
Rod Screw & Washer		Per Set	3.00
lides		Each	2.00
erse Rods	S512000	48" to 86" one-way	10.00
erse Rods	S514000	66" to 120" Two-Way	12.00
ticals	S575400	57" x 54"	22.00
rticals	S8256000	70"x46"/82"x56"	32.00
Verticals	S829434	6'x7' (patio door) 82"x94"	33.00
Wall Brackets, Installed			8.00
Blind installed at Contractors cost for Labor and Materials			
Electrical Fixtures			
Complete (10" round)	E322000		12.00
Complete (8" round)	E318000		12.00
Complete (Hall & Bath)	E29000		9.00
Complete 12" x 12" Square	E338000		6.00
Coolers Elect Motor	H436000		39.00
Electric Cord (Beater & Appliances)	E256000	Per Foot	1.00
Electric Fan (Short)	H170030		17.00
Electric Fan (Tall)	H170040		34.00
Electric Plug	E21400		2.00
Electric Portable Heater	H327000		64.00
Electric Switch	E540000		1.00
Glass Only (10" round)	E324000		10.00
Glass Only (12"x12" square)	E340000		5.00
Glass Only (8" round)	E320000		5.00
ss Only (hall and bath)	E292000		7.00
Bulb	E438000		1.00

City of Las Vegas
Housing Authority
Master Charge Sheet

M	Stock No.	Size/Type	Current Material Cost
t Fixture (6" round)	E314000		9.00
ght Fixture (6" round)Glass Only	E316000		6.00
Plug & Switch	E532000		6.00
Porcelain Socket	E518000		2.00
Porch Light Cover	E312000		25.00
Porch Light Fixture Complete	E310000		26.00
Smoke Detector Battery	E270000		8.00
Smoke Detector Hardwire	E271000		10.00
Smoke Detector Reconnect		Labor	50.00
Exterior Lights			
High Pressure Sodium	E287100	Yard Light	140.00
Motion Detector Light		Solar	35.00
Bulbs			
Florescent Tub	E406000	40" - 40 Watt	1.00
Heat Lamp	E422000	250 Watt	10.00
Incandescent Bulb	E438000	60 Watt	1.00
Refrigerator Bulb	E432000	40 Watt	3.00
Switches, Outlets, Covers			
ight Switch	E540000	Each	1.00
t Switch Cover	E490000	Single - Each	1.00
t Switch Cover	E492000	Double - Each	1.00
tlet Cover	E480000	Double Each	1.00
Outlet/Switch Cover	E482000	Combination	1.00
Receptacle Only	E506000	Each	2.00
TV Receptacle	Coaxial	Cable Wall Jack	3.00
TV Receptacle Cover	Each/Same as above		3.00
Fixtures			
Light Fixture - Hall	E294000	14" Hole U Wall Mount (Horiz)	10.00
Light Fixture - Bath	E298000	24" Hole U Wall Mount (Horiz)	16.00
Light Fixture - Bath		Heat Lamp - recessed/W Exh Fan	40.00
Light Fixture - Bath	E304000	7 1/2 " U wall Mount Vertical	11.00
Light Fixture - Hall	E314000	6" Drum - Ceiling Mount	9.00
Light Fixture - Hall		3" Grape Drum - Ceiling Mount	7.00
Light Fixture- Kitchen	E381000	8" Drum - Ceiling Mount	12.00
Light Fixture - Kitchen	E3822000	10" Drum - Ceiling Mount	12.00
Light Fixture - Kitchen	E289000	40" Florescent	61.00
Light Fixture - Bedroom	E338000	12" Ceiling Mount 2 Light	6.00
Light Fixture - closet	E504000	4" Ceiling Mount W/Pull	3.00
Bathroom			
room	E296000	14" U Type 1 Hole (Horiz)	7.00

City of Las Vegas
Housing Authority
Master Charge Sheet

M	Stock No.	Size/Type	Current Material Cost
iroom	E300000	24" U Type 1 Hole (Horiz)	2.00
ruser Panels (HD)		Suspended Ceiling	4.00
ining	E325500	12" Drum	15.00
Hallway	E316000	6" Drum	6.00
Hallway/Stairway		3" Grape Drum	3.00
Kitchen	E324000	10" Drum	10.00
Kitchen		40" florescent	32.00
Kitchen	E320000	8" Drum	5.00
Kitchen/Bedroom/Hall	E340000	12"x12"	5.00
Living room	E340000	12"x12" Square	5.00
Porch Light Cover	E313100	8" Ball Type - Plastic	4.00
Range Hood Light Cover/W Filter	S475000	3"4" Plastic	9.00
	Scattered Sites Fixtures Charged on an as needed basis		
Window Screens			
Corner Screen (each)	S573500		1.00
Heavy Duty (linear foot)	S574100		1.00
Middle Piece w/Hook/Linear ft	S579000		1.00
Screen Frame 1 W p/linear foot	S574100		1.00
Screen matte fiberglass sq. foot	S550000		1.00
Screen matte solar sq. ft.	S555800		1.00
Splice per linear foot	S586000		1.00
Glass-Windows and Mirrors			
epairs will be made at contractor's current pricing level for materials and labor			
Painting/Patching			
		1"-2" (Labor Charge)	10.00
		2"-4" (Labor Charge)	16.00
		4"-9" (Labor Charge)	20.00
		6"-12" (Labor Charge)	22.00
		12"-24" (Labor Charge)	24.00
Requiring Sheet Rock		4"x8'x1/2" (Labor Charge)	26.00
		4'x8'x5/8" (labor charge)	30.00
Painting			
Bath/Kitchen complete (w/o cabinets)		Labor Charge	100.00
Ceiling		Labor Charge	75.00
Closet Doors (each)		Labor Charge	25.00
Each additional bdrm/w/complete unit		Labor Charge	100.00
Each additional wall		Labor Charge	20.00
Kitchen Cabinets, Complete		Labor Charge	100.00
One Bedroom Unit (4 rooms compl 12 1/2 hour)		Labor Charge	200.00
One BR complete w/o closets or cabinets 10 hr		Labor Charge	200.00
One BR Complete w/o closets 11 3/4 hr		Labor Charge	300.00
One Room Complete (w/no rep airs, patching)		Labor Charge	100.00
One Wall		Labor Charge	30.00
Woodwork Plus One Door (One Room)		Labor Charge	30.00
		Labor Charge	
Plumbing			

City of Las Vegas
Housing Authority
Master Charge Sheet

			Current
	Stock No.	Size/Type	Material Cost
Bend/PVC	P677000		3.00
Bathtub Faucet	P185000		100.00
Bathtub Refinish	Contractors Price Labor & Materials		
Countertop Refinish	Contractors Price Labor & Materials		
Kitchen Sink Refinish	Contractors Price Labor & Materials		
Bathtub Wall Kit	P685000		150.00
Brackets	P3000000	Per Set	4.00
Dishwasher	A001500		169.00
Faucet Handle			10.00
Faucet, Kitchen	P168000		58.00
Faucet , Lavatory	P178000		75.00
Faucet, Outdoor	P152000		5.00
Flush Handle	P348000		2.00
Garbage Disposal	P122000	Scattered Sites Only	57.00
Handicap Rails	P293200	Clamp O	35.00
Handicap Rails 24"		Screw On	45.00
Kitchen Sink Stopper/Strainer	P634000		1.00
Kitchen Sink Steel	P528000		42.00
Lavatory sink china w/splash	P526000		78.00
Lavatory, Complete	P526000	Sink Only 19' c 17"	78.00
Raised Toilet Seats	P293100		25.00
Removal/Foreign Objects in Drain		Toilets/sinks/tubs (Labor)	30.00
Rod Brackets	P302000	Per Set	1.00
Screw in Bars (Adjustable)	P303500		9.00
Shower Rods	P3035000	1" 5"	2.00
Soap Dish & Grab Bar	P305000		10.00
Soap Holder	P304000		2.00
Spring Spout Only	P191000		40.00
Tail Piece	P645000		1.00
Tissue Holder	P292000	Roller	1.00
Tissue Holder Brackets	P289000	Set w/roller	4.00
Toilet Tank Only	P665000	12 Inch	50.00
Toilet Base Only	P663000		36.00
Toilet Base, Seal/Bolts (existing toilet)	P325000/P062000		2.00
Toilet Base, Seal/Bolts (w/new toilet)	P325000/P062000		2.00
Toilet Complete	P665000/P663000	12 Inch	85.00
Toilet Removal for Stoppage		Labor	11.00
Toilet Seat	P673000		11.00
Toilet Seat/Safety Bars	P293000	Handicapped	28.00
Toilet, Complete	P663000/P664000	10 Inch	110.00
Toilet, Tank Lid	P667000	Fits All	11.00
Toilet Tank Only	P664500	10 Inch	30.00
Towel Bars	P296000	5/8" x 24" Bar Only	2.00
Towel Bars	P298000	3/4" x 24" Bar Only	2.00
Towel Bars	P299000	3/4" x 36" Bar Only	3.00
Towel Bars		5/8" x 36" Bar Only/Not avail in 35"	3.00
Trip Lever & Handle	P348000		2.00
Washer Hookup Cover Plate	P147500		4.00
Safety Equipment			
Fire Extinguisher	T267200	Apartment Issue 2.5 lb	20.00
Fire Extinguisher	T269000	Building Exterior 10 lb	40.00
Fire Extinguisher	T267205	Re-charge 2.5 lb	5.00

City of Las Vegas
Housing Authority
Master Charge Sheet

			Current
...l	Stock No.	Size/Type	Material Cost
...dicapped Smoke Detector	E272050	Strobe	76.00
...noke Detector	E270000	Battery Operated	8.00
...Smoke Detector	E271000	Electric/w backup	10.00
Reconnect/Disconnect Smoke Alarm		Labor/Fine	50.00
504 items will be repaired at material costs plus labor.			
Sprinklers, Landscaping			
Brass Pop-Ups		Each	3.00
Clocks	G485100	Rainbird 6 Station	70.00
Clocks	Scattered Sites will be charged on an individual basis		
Hunter Field Sprinkler	G519050	Each	20.00
PVC Pipe 1"	G454000	20' @ .1738	7.00
PVC Pipe 1 1/4"	G456000	20' @ .37	7.00
PVC Pipe 3/4"	G452000	20' @ .1165	3.00
PCP Pipe 20' lengths 1/2"	G450000	1/2" 2'@.0913	2.00
Rainbird Impact	G556000	Each	11.00
Rainbird Pop-Ups	G560000	Each	2.00
Rainbird Pop-Ups & Nozzle	G568000		1.00
Rainbird R-50 Rotor Sprinkler	G555000	Each	12.00
Re-seed Lawn--Resident Neglect			50.00
Risers & Couplings		Each	2.00
Toro Field Sprinkler	G556000	No Longer Used	11.00
Toro Pop-Ups	G560000	No Longer Used	2.00
...ves	G603000	2" Brass Anti-siphon	170.00
...es	G703000	2" Gate Valve	16.00
...es	G628000	1" Electric Control Valve	12.00
...ives	G578000	Control Valve Solenoid	14.00
Yards			
Repair yard,fill holes, reseed small area		3'x3' & smaller Labor + Parts	25.00
Complete Reseed		Labor + Parts	60.00
Replace Sprinkler Pop-Up		Labor + Parts	2.00
Replace/Adjust sprinkler Rainbird/Hunter		Labor + Parts	15.00
Replace Irrigation Valves (ea)		Labor + Parts	35.00
Miscellaneous Minimum Repairs/Cleaning			
fire-Kitchen		Minimum Charges	350.00
One Room		Minimum Charges	250.00
Two Rooms		Minimum Charges	300.00
Three Rooms		Minimum Charges	350.00
Four Rooms		Minimum Charges	400.00
Five Rooms		Minimum Charges	450.00
Servicing			
Vacated Units-Appliance Cleaning	Labor Charges	Each	50.00
Trash Removal	Labor Charges		50.00
Inventory	Labor Charges	Studio	40.00
...ntory	Labor Charges	One Bedroom	60.00
...ntory	Labor Charges	Two Bedroom	70.00

City of Las Vegas
Housing Authority
Master Charge Sheet

			Current
A	Stock No.	Size/Type	Material Cost
entory	Labor Charges	Two Bedroo/2 Story	80.00
ventory	Labor Charges	Three Bedroom	90.00
Inventory	Labor Charges	Three Bedroom/2 Story	100.00
Inventory	Labor Charges	Four Bedroom	110.00
Inventory	Labor Charges	Four Bedroom/2 Story	120.00
Inventory	Labor Charges	Five Bedroom	130.00
Inventory	Labor Charges	Five Bedroom/2 Story	140.00
Storage Fee	Labor Charges		50.00
Cleaning Vacated Unit	Labor Charges		100.00
Ticket Book Items	Labor Charges	Per hour rate in addition to charge	20.00
Moving Boxes		Extra Large	4.00
Moving Tape		Roll	4.00
Moving Boxes		Small	3.00
Moving Boxes		Medium	3.00
Moving Boxes		Large	4.00
Lamp Boxes			5.00
Wardrobe Boxes			12.00
Mirror Boxes			5.00
Hardware			
Closet Rod	S136000	Per Foot	1.00
Countertops		At Cost Plus Labor @ $16/Hr	
Curtain Rods (any length)	See Pg 4 for sizes/Price		5.00
Exhaust Fan Cover	S205200		5.00
rbage Can (Lid Only)	J096000		5.00
oage Can (W/Lid)	J094000		14.00
den Hose	G412000	5/8 x 50'	8.00
edicine Cabinet Complete	S114000		25.00
Medicine Cabinet Glass Shelf	S118000		7.00
Medicine Cabinet Mirror (same as)	S114000		35.00
Paint Per Gallon	W086000		8.00
Patio Door Screen	S545000		34.00
Resident Lawn Sprinkler	G520000		5.00
Resident Rake	T478000		7.00
Traverse Rods	S516000	86" to 150"	12.00
Water Key	P356000		1.00
All items not listed on charge list will be charged at cost of materials and labor (per hour).			
Non-emergency call response charge	**$25.00**		

Labor Rates	
15 Minutes	**5.00**
30 Minutes	**10.00**
45 Minutes	**15.00**
60 Minutes	**20.00**

HACNLV GRIEVANCE PROCEDURE SUMMARY

I. HACNLV GRIEVANCE PROCEDURE SUMMARY:

The Housing Authority of the City of North Las Vegas (HACNLV) Grievance Procedure is available to all applicants and residents of the following HACNLV Housing Program:

- The HACNLV Conventional Public Housing Program

The purpose of the HACNLV Grievance Procedure is to provide applicants and residents an opportunity for a hearing and/or due process review of HACNLV decisions that adversely affect their housing assistance.

II. DEFINITIONS:

For purposes of the HACNLV Grievance Procedure, the following definitions shall be applicable:

A. **Adverse Action** means a decision made by HACNLV to terminate or deny housing assistance to a family.

B. **Applicant** means a family who requests HACNLV housing assistance by submitting an application for housing to the following housing program:

- The HACNLV Conventional Public Housing Program

C. **Conventional Public Housing Program** means federally subsidized housing owned and managed by the HACNLV.

D. **Decision** means a written determination of a Grievance prepared by the HACNLV Hearing Officer, Director of Housing Programs.

E. Denial means a refusal affecting a person's eligibility status.

F. Dispute means to question the validity or truth of an administrative action taken by the HACNLV.

G. **Family** means the individual who is listed as the head of household on a HACNLV housing application and/or all persons listed as residents on a Public Housing Lease Agreement.

H. **Grievance** means a complaint submitted by a HACNLV applicant or public housing resident about a HACNLV decision that adversely affects an applicant or a public housing resident's housing assistance or eligibility therefore.

I. **Grievant** means an applicant, public housing resident who submits the complaint referenced in paragraph F above.

J. **Hearing** means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by the HACNLV.

K. HUD means the Department of Housing and Urban Development.

L. Informal Hearing means an informal process conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 participant appeals an adverse action which has been taken or is proposed to be taken.

M. **Informal Review** means a review of a grievance and all related oral and documentary evidence, conducted by the HACNLV official responsible for making the decision that gave rise to the grievance, in consultation with the Grievant.

N. **Informal Settlement** means a written agreement between a HACNLV Property Manager and a Public Housing Grievant that resolves a grievance without a formal hearing.

O. Involuntarily Displaced means having to move from a residence through no fault of your own.

P. **HACNLV** means the Housing Authority City of the Las Vegas; or

Continues to occupy an assisted unit after the HACNLV suspends housing assistance payments due to landlord default, but does not have a transfer voucher; or

Vacates an assisted unit before requesting a transfer voucher for reasons beyond their control; or

Has made a timely request for a transfer voucher; or

Has made a timely request for an informal hearing.

Q. **Property Manager** means the HACNLV employee who is responsible for the day-to-day operations of the public housing community that the Grievant resides in.

R. **Resident** means adult persons listed on a HACNLV public housing lease who live in a HACNLV public housing apartment or scattered site home;

or

Resides in the unit, and who is the remaining family member of the resident family.

This definition does not include those adults designated as live-in aides.

S. Substandard Housing means a unit that is not livable according to HUD definition.

T. **Unit** means residential space for the private use of the family.

III. CONVENTIONALPUBLIC HOUSING PROGRAM GRIEVANCE PROCEDURES

A. APPLICANTS:

Applicants who are determined ineligible for housing assistance by HACNLV are entitled to request and receive an informal review of that determination. The informal review will be conducted by the Hearing Officer or designated person selected by HACNLV, depending on the program. An informal review is a meeting where an applicant's denial of placement on the waiting list or participation in a program is discussed. An applicant may request a meeting to review the reasons, when a claim for a federal preference is denied.

1. Notification of Ineligibility

Within ten (10) calendar days of the HACNLV determination of ineligibility, HACNLV must provide written notification to the applicant detailing the following:

a. the basis for the determination, and

b. the procedures to request an informal review of the determination. An informal review request form shall be included with the notification of ineligibility.

2. Informal Review Request Procedures

An applicant may request an informal review if they are determined to be ineligible for the following reasons.

- Undeliverable mail
- Unsuitability as a tenant
- Unfavorable criminal history report
- Unfavorable management report
- Non-responsiveness to HACNLV

requests/notice/appointment

a. The applicant must submit a written request for an informal review of the ineligibility determination within ten (10) calendar days of the date the ineligibility notification is received. The request for an informal review shall be submitted to:

Housing Authority of the City of North Las Vegas
Attention: Admissions
1632 Yale Street
North Las Vegas, NV 89030

Upon receipt of the request, the Hearing Officer and/or his/her designee shall review the request and schedule a meeting with the applicant within ten (10) calendar days of the date the request is received.

3. The Informal Review Meeting

The HACNLV Hearing Officer and/or his/her designee shall conduct the Informal Review Meeting. The applicant and/or his/her authorized representative shall be in attendance together with the HACNLV official responsible for making the ineligibility determination at issue.

a. Presentation of evidence:

During the Informal Review Meeting, the applicant and/or his/her authorized representative shall be afforded an opportunity to present related documentary and/or oral evidence which discounts, disproves, disputes or otherwise mitigates the basis for the ineligibility determination.

During the Informal Review Meeting, the HACNLV official responsible for making the ineligibility determination shall be required to provide the regulatory and/or policy basis for the determination at issue together with any related documentary evidence.

4. Preference Denial Meeting

An applicant may request a meeting within 10 calendar days upon receiving the denial of a preference.

HACNLV staff will notify the applicant in writing of the denial within ten (10) calendar days upon receiving the denial.

The applicant must submit a written request for a meeting within ten (10) calendar days upon receiving the denial.

Any person or persons designated by the HACNLV, including the person who made or reviewed the determination, or his or her subordinate will conduct the meeting within ten (10) calendar days upon receiving the request.

5. The Informal Review Decision

Notification:

Within ten (10) calendar days of the date of the Informal Review Meeting, the HACNLV Hearing Officer or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.

6. The Informal Review Decision:

The Informal Review Decision shall be prepared by the Hearing Officer or his/her designee and shall clearly state the following:

a. The date of the Informal Review Meeting.

b. The names of the persons in attendance.

c. The applicable policy and/or regulatory provisions.

d. The decision.

e. A statement advising that the Informal Review Decision is final and if the applicant believes that HACNLV practice/decision is discriminatory he/she/ has the right to submit a complaint to:

The United States Department of Housing
& Urban Development
Office of Fair Housing & Equal Opportunity
450 Golden Gate Avenue
San Francisco, CA 94102
(800) 424-8590
(800) 424-8529 (TDD)

B. RESIDENTS:

Residents of the Conventional Housing Program who are notified of a HACNLV decision that adversely affects the resident's rights, duties, welfare or status as a Public Housing Resident may submit a Grievance in writing to the Property Manager's office to determine whether the Grievance can be settled informally.

1. Informal Settlement Meeting:

After receiving notice of the adverse action from the Management Office, the written grievance must be personally presented to the HACNLV management office with jurisdiction for the apartment in which the grievant resides. Upon receipt of the written Grievance from a resident, the Property Manager shall schedule a meeting with the Grievant to discuss the issues presented by the Grievant. The purpose of the meeting is to determine whether the Grievance can be resolved without hearing.

The Property Manager will review the request and schedule a meeting specifying the date, time, and location, within five (5) calendar days upon receipt of the request.

The Property Manager and resident will discuss the grievance informally, an attempt will be made to settle the grievance informally, by discussion and without a hearing.

a. Informal Meeting Summary:

The Property Manager shall prepare a written summary of the meeting discussion setting forth the following:

- The date of the Grievance
- The nature of the Grievance
- The persons in attendance
- The nature of the proposed disposition and the specific reasons therefore
- The formal hearing request procedures (including request form)

The written summary shall be prepared and provided to the Grievant within (10) calendar days of the date of the meeting.

If the grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a hearing in accordance with the HACNLV grievance procedures.

2. Formal Hearing:

If no informal settlement agreement is reached during the informal settlement meeting, the Grievant has the right to request a formal hearing. A Hearing is a formal process conducted by the Hearing Officer to review oral and documentary evidence pertinent to the facts and issues raised when a resident appeals an adverse action, which has taken or is proposed to be taken by the HACNLV.

a. Hearing Request:

A resident may request a hearing if the resident disputes any HACNLV action or failure to act involving the resident's lease or other HACNLV rules or regulations which adversely affects the resident's rights, duties, welfare, or status. The Grievant may request a hearing by submitting a written hearing request to the Property Manager or HACNLV Central Office within ten (10) calendar days of the date the Grievant received the written summary of the informal settlement meeting.

To submit the request for a formal hearing to HACNLV central office it must be delivered to:

Housing Authority of the City of North Las Vegas
Attention: Admissions
1632 Yale Street
North Las Vegas, NV 89030

If the grievant does not request a hearing within ten (10) calendar days after receipt of the Informal Summary, the disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest HACNLV action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How HACNLV action violates the resident's lease or other HACNLV rule or regulation, as well as the resident's rights, duties, welfare, or status.

Not withstanding scheduling conflicts, the hearing shall be scheduled and conducted within ten (10) calendar days of the date the Hearing Officer received the Hearing Request.

The Grievant shall be given written notification of the time, place and date of the hearing together with a description of the procedures governing the hearing.

b. Hearing Procedure

The hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by the HACNLV. The hearing shall be governed by the following due process considerations:

1. Prior to the hearing, the Grievant shall be afforded the opportunity to review all related documentary evidence maintained by HACNLV and shall be permitted to copy the same at his/her own expense. Evidence not made available to the Grievant, upon request, may not be used by HACNLV at the time of hearing.

2. The Grievant shall be afforded the right to be represented by counsel and/or to designate a representative.

3. The Grievant shall be afforded the right to confront and cross-examine all HACNLV witnesses on whose testimony or information the HACNLV rely and to present testimony and/or documentary evidence to support his/her position.

4. A prior determination on the same issue involving the same Grievant shall be binding on the Grievant and the HACNLV.

5. Failure to appear at the hearing, without prior notification may result in dismissal of the Grievance.

c. Hearing Decision:

The hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) calendar days of the initial hearing regardless of request for additional information.

Within ten (10) calendar days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- The date of the hearing
- The names of the parties and their representatives in attendance
- A description of the issues and evidence presented at the hearing

- A brief description of the respective position of the parties
- The applicable lease provisions, policy provisions and/or regulations
- The disposition of the Grievance.

The decision of the Hearing Officer is binding on the HACNLV unless:

1. The HACNLV Board of Commissioners determines that the decision violates local, state or federal law;

2. The HACNLV Board of Commissioners determines that the Grievance did not concern a HACNLV act or failure to act, or that it did not concern a HACNLV decision that adversely affected the Grievant's lease, rights, duties, welfare or status; or

3. The HACNLV Board of Commissioners determines that the Hearing Officer's decision violates the requirements of the Annual Contributions Contract between HACNLV and HUD.

The decision of the Hearing Officer or of the HACNLV Board of Commissioners shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the HACNLV in a court of competent jurisdiction regarding the subject matter of the Grievance. The Grievant may utilize due process through the Court.

d. Hearing Decisions Regarding Eviction:

The decision of the Hearing Officer in favor of the grievant must specify which provision of the resident's lease, other rule, HACNLV policy, procedure, or regulation has been violated. The remedy granted by the Hearing Officer may not violate:

- Local, State, or Federal law;
- Resident's lease;
- HACNLV rules or regulations
- HACNLV Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to the HACNLV

When the Hearing Officer affirms the HACNLV decision to terminate the Grievant's tenancy, HACNLV must follow applicable State law to implement the eviction including, but not limited to:

- Providing all requisite notices
- Abiding by all applicable judicial determinations, including those that over rule the Hearing Officer's Decision.

In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the grievant.

3. EXPEDITED GRIEVANCE PROCEDURE:

An expedited hearing may be requested and/or conducted to address a Grievance involving:

- Proposed termination of tenancy due to **criminal activity** that threatens the health, safety or right to peaceful enjoyment of the public housing community; or

- Proposed termination of tenancy due to drug-related criminal activity on or off the public housing premises.

The expedited hearing procedure shall be listed on all Thirty-Day Notices involving allegations of the foregoing criminal activity. The manager of the development in which the resident resides may elect to expedite a hearing due to the gravity of alleged activity. The manager in doing so, must contact the Hearing Officer within twenty-four (24) hours after service of the notice to request, that the procedure be expedited.

a. Grievance Submission:

When notified that they are subject to the expedited Grievance Procedure, residents shall be afforded a minimum of two (2) business days from the date they receive such notice, to submit a written Grievance. The manager on the behalf of the resident may request an expedited hearing due to the nature and gravity of the alleged activity. The Grievance must be submitted to the Property Manager's or Hearing office and must set forth the following:

- The nature of the Grievance; **and**
- The relief sought.

b. Hearing Request:

Within one (1) business day of the date the Grievance is submitted, the Property Manager must forward the Grievance to the Hearing Officer and request that an expedited hearing be scheduled.

c. Expedited Hearing:

Upon receipt of a request for an expedited hearing, the Hearing Officer shall schedule the hearing. An informal settlement of grievance is not applicable under this provision. The Hearing shall take place within two (2) business days of the date the request is received. The Hearing Officer shall promptly notify the parties of the date, time and place of the hearing. The notice shall also plainly state that no postponements will be permitted and that failure to appear **will** result in dismissal of the Grievance.

d. Expedited Hearing Decision:

Within two (2) business days of the date of the hearing, the Hearing Officer shall provide a written decision to all parties.

The decision of the Hearing Officer shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the HACNLV in a court of competent jurisdiction regarding the subject matter of the Grievance.

PET POLICY

INTRODUCTION

This chapter explains the HACNLV's 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 of the HACNLV 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 HACNLV.

The purpose of this policy is to establish the HACNLV's policy and procedures for ownership of pets 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.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the HACNLV.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

The HACNLV Pet Policy does not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

Animals That Assist Persons With Disabilities

Only rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others will be applied to animals that assist persons with disabilities.

To meet these exclusions, the resident/pet owner must provide HACNLV with the means to verify that:

That there is a person with disabilities in the household; and

That the animal is needed because of the person's disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the HACNLV management. The pet owner must enter into a Pet Agreement with the HACNLV; pay the pet deposit as follows:

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	$150
Cat	$150

Fish Aquarium	$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	$0
Caged pets (birds, gerbils, hamsters)	$0

See Sections D and E following for other management requirements.

B. STANDARDS FOR PETS

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

Types of Pets Allowed

No pets except the following will be acceptable:

Dogs

Maximum number: 1
Maximum adult weight: 25 pounds
Maximum height: 20" at shoulder at full growth
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

Cats

Maximum number: 1
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

Birds

Maximum number: 2
Must be enclosed in a cage at all times

Fish

Maximum aquarium size: 50 gallons
Must be maintained on an approved stand

Rodents (guinea pig, hamster, or gerbil ONLY)

Maximum number: 1
Must be enclosed in an acceptable cage at all times

Types of Pets Not Allowed

Common household pets permitted in dwelling units do not include:

Animals who would be allowed to produce offspring for sale

Wild animals, feral animals, and any other animals that are unamenable to routine human handling

Animals of species commonly used on farms

Non-human primates (unless as an assistive animal to a person with disabilities)

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Snakes, spiders, reptiles, and chickens

The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

Any animal whose weight could exceed 25 pounds by adult hood?

Dogs of the pit bull, rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.

Chicks, turtles or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynah birds, psittacine birds, and birds of other species that are hosts to the organisms causing psittacosis in humans

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

C. PETS TEMPORARILY ON THE PREMISES

Pets which are not owned by a tenant will not be allowed; although service animals of persons with disabilities who are visiting the unit are permitted.

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 HACNLV.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

D. REGISTRATION, ADMINISTRATION, AND OTHER RESTRICTIONS

Registration of Pets

1. Pets must be registered with the HACNLV before they are brought onto the premises. Registration includes certificate 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. This provision applies to assistive animals for persons with disabilities.

2. 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. This provision applies to assistive animals for persons with disabilities.

3. Dogs and cats must be spayed or neutered. This provision applies to assistive animals for persons with disabilities.

4. Execution of a Pet Agreement with the HACNLV stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

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

6. Registration for each animal is to be accomplished by the filing of the following disclosures and forms:

    a. A health certificate prepared by a veterinarian (including attestations of no communicable disease and of spaying or neutering or of a medical condition precluding spaying or neutering)

    b. Documentation of current rabies vaccination for species subject to state or local rabies vaccination requirements

    c. Copy of the license issued by the applicable municipality for "ownership" of each animal for whom licensing is a legal requirement

    d. Name, address and telephone number of a veterinarian who will be providing regular care

    e. Name of the adult household member who will be primarily responsible for animal care

Refusal To Register Pets

1. The HACNLV 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 HACNLV 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 HUD Notice requirements.

2. The HACNLV will refuse to register a pet if:

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

   Keeping the pet would violate any House Pet Rules;

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

   c. The HACNLV 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.

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

Pet Agreement

Execution of a Pet Agreement will be required, under which the resident acknowledges:

1. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress

2. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation

3. Receipt of a copy of all animal-related requirements and restrictions administered by management

4. In the context of public housing, that failure to abide by any animal-related requirement or restriction constitutes a violation of the "Tenant Obligations" appearing at 24 CFR 966.4(f)(4) and, therefore, grounds for lease termination pursuant to 24 CFR 966.4(k)(2)

Other Restrictions

The following other restrictions also apply:

1. A prohibition on the keeping of animals by any resident convicted of a felony or of a misdemeanor relating to treatment of an animal

2. A prohibition on the keeping of any dog or cat over six months of age who is not spayed or neutered

3. A prohibition against keeping animals in any dwelling unit having no air conditioning in which ambient temperatures may exceed 82 degrees at any time of day or night.

4. A restriction against walking or transporting any animal outside of the dwelling unit without use of a leash no longer than five (5') feet or animal transport enclosure.

5. A prohibition against allowing animals on any premises outside of the dwelling unit unaccompanied by a family member, including homeless animals that are being fed or otherwise supported by residents.

6. A prohibition against the tethering or chaining of animals outside of or within the dwelling unit.

7. A prohibition of feeding any dog and/or cat outside the unit.

8. A restriction against subjecting animals to any surgical procedure, such as de-barking or de-clawing, that is typically performed as a substitute for correcting environmental deficiencies and providing proper supervision, or that can render animals abnormally aggressive

9. A requirement for the prompt removal of animal feces deposited in any common area

10. A requirement for regular removal and replacement of litter used in litter boxes or in animal enclosures maintained within dwelling units

11. A requirement for implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals

12. Pets are to be restrained so that maintenance can be performed in the unit. The resident **shall,** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters a unit where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of $25.00. If the situation occurs again, the pet shall be removed from the premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

State and local public health and anti-cruelty laws are applicable. All complaints of cruelty and all dog bites will be referred to the relevant animal control or police agency for investigation and enforcement.

E. ADDITIONAL FEES AND DEPOSITS FOR PETS

HACNLV requires a pet deposit of $100 for dogs and cats:

HACNLV will allow gradual payment of the deposit in accordance with the following:

- An initial payment of $50 on or prior to the date the pet is properly registered and brought into the apartment; and

- Monthly payments in an amount no less than $50 until the specified deposit has been paid.

The HACNLV reserves the right to change or increase the required deposit by amendment to these rules.

The HACNLV 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 HACNLV 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 HACNLV 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 HACNLV will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HACNLV as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- 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.

F. ALTERATIONS 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 $10 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the HACNLV, 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, which exceeds the pet deposit.

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

The expense of flea disinfestations 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 and under the control of the resident or other responsible adult 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.

I. NOISE

Pet owners must 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 bin.

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 Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated or during regularly scheduled extermination of the unit.

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.

K. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 consecutive 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 a responsible party 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 HACNLV may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

N. TERMINATION OF TENANCY

The HACNLV 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.

O. 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. This includes pets that are poorly cared for or have been left unattended for over 10 consecutive hours.

If the responsible party is unwilling or unable to care for the pet, or if the HACNLV after reasonable efforts cannot contact the responsible party, the HACNLV 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.

P. EMERGENCIES

The HACNLV 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 HACNLV to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS

North Las Vegas, Nevada

MANAGEMENT'S DISCUSSION & ANALYSIS AND AUDITED FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2008

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HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

REPORT ON EXAMINATION OF FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION

FOR THE FISCAL YEAR ENDED JUNE 30, 2008

RECTOR, LINDSAY & REEDER, PC

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Housing Authority of the
City of North Las Vegas
North Las Vegas, Nevada 89030

San Francisco Office
Public Housing Division
San Francisco, California

We have audited the accompanying financial statements of the Housing Authority of the City of North Las Vegas as of and for the year ended June 30, 2008, as listed in the table of contents. These financial statements are the responsibility of the Housing Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Housing Authority of the City of North Las Vegas, as of June 30, 2008, and the changes in financial position and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2009 on our consideration of the Housing Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was performed for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements of the Housing Authority of the City of North Las Vegas. The accompanying Schedule of Expenditures of Federal Awards as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* is presented for purposes of additional analysis and are not a required part of the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion; the information is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Rector, Lindsay & Reeder, P.C.
Rector, Lindsay & Reeder, P.C.
Certified Public Accountants

Snellville, Georgia
March 31, 2009

Certified Public Accountants • One Wisteria Place • 2220 Wisteria Drive • Suite 200 • Snellville, GA 30078 • (770) 879-8411 • Fax: (770) 879-8431 • www.rlr-cpa.com

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

MANAGEMENT'S DISCUSSION & ANALYSIS

FOR THE FISCAL YEAR ENDED JUNE 30, 2008

MANAGEMENT DISCUSSION AND ANALYSIS
Fiscal Year Ending June 30, 2008

The Management of the Housing Authority of the City of North Las Vegas ("The Authority") offers this narrative overview and analysis of its audited financial statements for fiscal year ended June 30, 2008. The goal is for the reader to better understand the Authority's financial activities and its overall financial position and to show whether current year revenues covered current year expenses and the extent to which the Authority has invested its capital assets.

FINANCIAL HIGHLIGHTS:

* The assets of the HACNLV exceeded its liabilities as of June 30, 2008 by $8,038,363 (Total Equity/Net Assets).
* The Authority's investment in Capital Assets as of June 30, 2008 was $3,748,768.
* The Authority's total revenue for the fiscal year amounted to $13,053,854.
* The Authority's total operating expenses amounted to $4,297,824. Therefore the Authority's total revenue exceeded its operating expenses by $8,756,030. However, after non-operating expenses of $11,518,506, the largest of which were $11,157,233 representing for Housing Assistance Payments made to private market landlords on behalf of families participating in the Section 8 Program and $349,273 representing depreciation, the Authority's expenses exceeded revenues by $2,762,476.

OVERVIEW OF THE FINANCIAL STATEMENTS:

The following financial statements are included in this report:

* Statement of Net Assets – reports the Authority's current financial resources: its cash and other current assets, its current and non-current liabilities and comparing those two elements, the resulting net assets of the Authority. A comparison between this year and the preceding year is also provided.
* Statement of Revenue, Expenses and Changes in Fund Net Assets – reports the Authority's operating and non-operating revenues and its operating and non-operating expenses.
* Statement of Cash Flows – reports the sources and uses of the Authority's Cash from operating activities, investing activities and capital financing activities.

ANALYSIS OF FINANCIAL STATEMENTS

The following are summary comparative statements of the Authority.

STATEMENT OF NET ASSETS

	As of June 30, 2008	As of June 30, 2007	Change
Cash & Investments	$ 3,911,047	$ 4,841,903	(930,856)
Other Current Assets	339,496	602,933	(263,437)
Non-Current Assets	8,490,634	8,722,685	(232,051)
Total Assets	12,741,177	14,167,521	(1,426,344)
Current Liabilities	1,779,484	334,905	1,444,579
Non-Current Liabilities	2,923,330	3,031,776	(108,446)
Total Liabilities	4,702,814	3,366,681	1,336,133
Invested in Capital Assets	3,748,768	3,870,924	(122,156)
Restricted Assets	3,356,788	5,313,852	(1,957,064)
Unrestricted Assets	932,807	1,616,064	(683,257)
Total Net Assets	$ 8,038,363	$ 10,800,840	(2,762,477)

The decrease in Cash & Investments is due to the spending of Section 8 supplement overpayments from HUD received the previous year. The decrease in Other Current Assets is due in part to the note receivable from the sale of Desert Mesa being classified as fully non-current with no amount shown as current. This receivable is due from the Alpha Omega Strategies as explained in the Notes to the Financial Statements. The decrease in Non-Current Assets is due in part to the 25% allowance for doubtful accounts placed on the long-term note receivable from Desert Mesa.

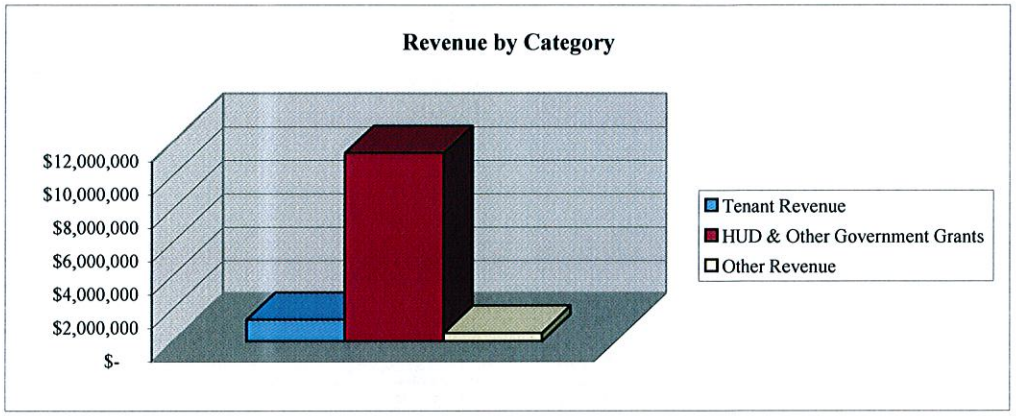
The increase in current liabilities is also due to the Cash Overdraft from the Voucher Program. The decrease in restricted net assets is due to the operating loss of the Voucher Program.

The above balances reflect the statement of net assets with the interfund receivables and payables of $902,965 being eliminated.

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS

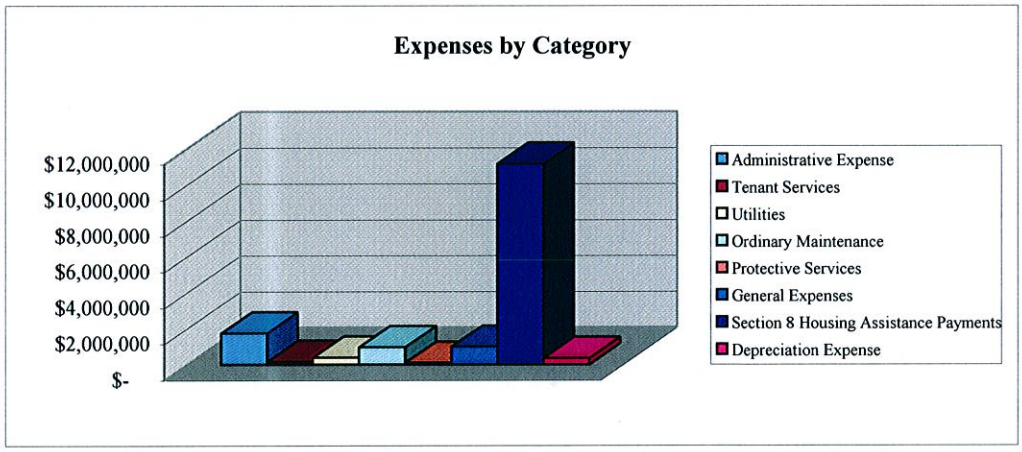
Revenues – The Authority had total revenue of $13,053,854 broken down as follows:

Tenant Revenue	$	1,275,586	10%
HUD & Other Government Grants		11,297,904	87%
Other Revenue		480,364	4%
Total	$	13,053,854	100%



Expenses – The Authority had total expenses of $15,816,330 broken down as follows;

Administrative Expense	$	1,743,361	11%
Tenant Services		153,239	1%
Utilities		385,751	2%
Ordinary Maintenance		953,579	6%
Protective Services		92,938	1%
General Expenses		980,956	6%
Section 8 Housing Assistance Payments		11,157,233	71%
Depreciation Expense		349,273	2%
Total	$	15,816,330	100%

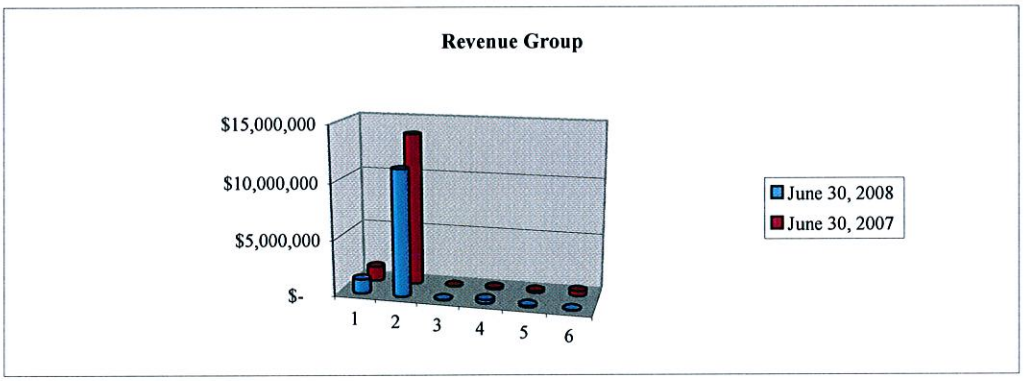


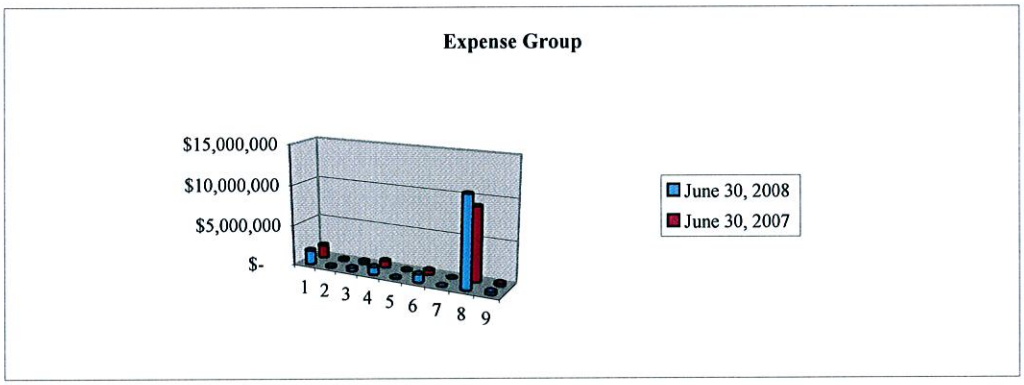
The Authority's expenses exceeded revenues, excluding depreciation, by $2,413,203. However, if depreciation of $349,273 is included, the Authority had an excess of expenses over revenues of $2,762,476.

ANALYSIS OF ENTITY-WIDE REVENUE AND EXPENSES PRIOR AND CURRENT FISCAL YEAR:

REVENUE GROUP	For the Year Ended June 30, 2008	For the Year Ended June 30, 2007	Change
1) Tenant Revenue	$ 1,275,586	$ 1,282,569	$ (6,983)
2) HUD Operating & Capital Grants	11,261,228	13,615,625	(2,354,397)
3) Other Governmental Grants	36,676	21,969	14,707
4) Interest & Fraud Recovery	324,585	150,152	174,433
5) Other Revenue	112,267	158,391	(46,124)
6) Gain on Sale of Fixed Assets	43,512	434,420	(390,908)
Total Revenue	$ 13,053,854	$ 15,663,126	$ (2,609,272)

EXPENSE GROUP	For the Year Ended June 30, 2008	For the Year Ended June 30, 2007	Change
1) Administrative Expenses	$ 1,743,361	$ 1,577,691	$ 165,670
2) Tenant Services (Leasing & Occupancy)	153,239	159,197	(5,958)
3) Utilities	385,751	362,064	23,687
4) Ordinary Maintenance	941,579	826,358	115,221
5) Protective Services	92,938	92,271	667
6) General Expenses	980,956	549,235	431,721
7) Extraordinary Maintenance and Casualty Loss	12,000	-	12,000
8) Housing Assistance Payments	11,157,233	9,052,672	2,104,561
9) Depreciation Expense	349,273	345,991	3,282
Total Expenses	$ 15,816,330	$ 12,965,479	$ 2,850,851
Excess (Deficiency) of Revenue Over Expenses	$ (2,762,476)	$ 2,697,647	$ (5,460,123)





SIGNIFICANT TRANSACTIONS

The Low Rent Public Housing program gained $67,048 in HUD Subsidy and the Housing Choice Voucher (Section 8) program received $2,361,339 less in HUD funding during fiscal 2008. **The HOME Investment Partnerships Program grant for $68,050 was used to complete some of the deferred maintenance at Thunderbird Apartments, one of our Business Activities programs.**

Administrative salaries and benefits increased by 13% in fiscal 2008. **This was primarily due to a change in the organizational chart. The Property Manager and Section 8 Manager were replaced by a Chief Operating Officer.**

Ordinary Maintenance increased 14%, primarily due to increased salaries and benefits.

General Expenses decreased primarily due to the decrease in Bad Debt Expenses.

The Housing Authority can lease Section 8 Housing Choice units up to it's baseline of 1,371 units per month providing that the expense to do so does not exceed the Annual Contributions Contract for the year. Last year an average of 1,255 were leased and in fiscal 2008 and average of 1,165 were leased. There were 1,076 less unit months leased in fiscal 2008 than the previous year and the average Housing Assistance Payment decreased by $9, going from $657 to $647 causing the increase in Housing Assistance Payments expenses by $2,104,561.

BUDGETARY HIGHLIGHTS IN INDIVIDUAL PROGRAMS

Low-Rent Public Housing (Operations Only)

The Board-approved budget anticipated an operating income of $1,840. Actual result of operation was net operating income before depreciation of $107, an unfavorable budget variance of ($1,733). The variance is a combination of factors.

Favorable factors included an increase in office rental income, reduced administrative salaries and benefits and reduced protective services contract. These favorable factors amounted to approximately $119,000.

On the other hand, there were unfavorable factors including unrealized rental income due to high vacancies Maintenance contracts, maintenance wages, utilities, collection losses and extraordinary maintenance exceeded budget. These unfavorable factors amounted to approximately ($121,000).

The foregoing factors combined resulted in the overall budget variance of ($1,733).

Section 8 Housing Choice Voucher Program

The Board-approved budget anticipated an operating loss of ($95,972). Actual result of operation was operating deficit of $2,053,007, an unfavorable budget variance of approximately $1,952,000. The variance is a combination of factors:

Unfavorable factors included the decrease in funding from anticipated amounts of about $967,000. At the same time HAP payments exceeded budgeted amounts by approximately $976,000.

The foregoing factors combined resulted in the overall budget variance of approximately $(1,952,000).

CAPITAL ASSETS & LONG-TERM DEBT ACTIVITY DURING THE YEAR

Capital Assets

As of year-end, the Authority had $6,471,321 invested in a variety of capital assets as reflected in the following schedule which represents a net decrease of $161,697 or 2% from the previous year.

	2008	2007	Percentage Change
Land	$ 1,469,819	$ 1,469,819	0%
Buildings	15,621,178	15,621,178	0%
Furniture, Equipment & Machinery	260,046	284,912	-9%
Accumulated Depreciation	(11,446,187)	(11,131,111)	3%
Construction in Progress	566,465	388,220	46%
Total	6,471,321	6,633,018	-2%

The 2008 changes are summarized as follows:

Beginning Balance	$ 6,633,018
Additions	197,549
Adjustments/Sale of Property	(9,971)
Depreciation	(349,275)
Ending Balance	6,471,321

Long-term Debt Activity

The Authority had agreements with local banks for three (3) loans used to finance the acquisition, rehabilitation and/or

Citibank	Bassler/McCarran Property	Original Loan:	$	335,000
	14 dwelling units	Loan Balance:	$	296,618
Citibank	Thunderbird Town Homes	Original Loan:	$	2,600,000
	100 dwelling units	Loan Balance:	$	2,425,934
Nevada State	Desert Mesa Subdivision	Site Development Loan Value:	$	3,425,000
Bank	(Development and	Construction Revolving Loan:	$	3,500,000
	Construction in Progress)	Loan Balance:	$	-
	123 single family units			

The Citibank loans are payable from rental income earned from the properties.

The Nevada State Bank loans were paid off at the sale of Desert Mesa

CONCLUDING COMMENTS

The Authority's operations for the fiscal year ended June 30, 2008 had mixed results. The Capital Fund program resulted in operating revenues exceeding operating expenses. On the other hand, the Low Rent Public Housing, Section 8 Housing Choice Vouchers Program, Business Activities and the Component Unit, Housing Ventures Inc. (Non-Profit) resulted in a deficiency of revenues over operating expenses.

The Authority is cognizant of the financial constraints within the Low-Rent Housing Program and plans to increase the lease rate, implement closer cost controls and monitor rental revenue to make the program more economically successful.

The Authority, operating under constraints in the administrative budget is striving to lease up the Section 8 Housing Choice Voucher program.

The Authority has been exploring other financial strategies such as applying for more grants to augment its limited operating resources.

The Authority looks forward to a positive future.

CONTACT PERSON:

Fiscal Officer
Housing Authority of the City of North Las Vegas
1632 Yale Street
North Las Vegas, Nevada 89030
(702) 649-2451 x 111

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS

North Las Vegas, Nevada

AUDITED FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2008

LIABILITIES

Current Liabilities		
Accounts payable	$	128,170
Accrued expenses		55,179
Unearned revenue		38,140
Tenant security deposits		60,187
Current portion - bonds, notes and loans payable		43,014
Other current liabilities		4,588
Total current liabilities		**329,278**
Non-current Liabilities		
Bonds, notes and loans payable		2,679,539
Accrued compensated absences - net of current		222,656
Other non-current liabilities		21,135
Total noncurrent Liabilities		**2,923,330**
TOTAL LIABILITIES		**3,252,608**

NET ASSETS

Investment in capital assets - net of related debt		3,748,768
Restricted net assets		3,356,788
Unrestricted net assets		932,807
TOTAL NET ASSETS		**8,038,363**
TOTAL LIABILITIES AND NET ASSETS	$	**11,290,971**

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2008

Operating Revenues:	
Dwelling rent	$ 1,275,586
Governmental grants & subsidy	11,100,355
Other income	112,267
Total Operating Revenues	12,488,208
Operating Expenses	
Administration	1,743,361
Tenant services	153,239
Utilities	385,751
Ordinary maintenance	953,579
Protective service	92,938
General expense	769,809
Housing assistance payments	11,157,233
Depreciation	349,273
Total Operating Expenses	15,605,183
NET INCOME (LOSS) FROM OPERATIONS	(3,116,975)
Nonoperating Revenues / (Expenses)	
Investment income	324,585
Casualty losses	0
Gain/(Loss) on sale of capital assets	43,512
Interest expense	(211,147)
Total Nonoperating Revenues (Expenses)	156,950
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(2,960,025)
Governmental grants - capital	197,549
CHANGE IN NET ASSETS	(2,762,476)
Net assets - beginning balance	10,800,839
Prior period adjustments	0
Net assets - ending balance	$ 8,038,363

The accompanying notes are an integral part of the financial statements.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2008

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	$ 1,641,945
Government grants & subsidy - operations	11,100,355
Payments to suppliers	(2,819,473)
Payments to landlords	(11,157,233)
Payments to employees	(1,251,990)
NET CASH PROVIDED/(USED) FROM OPERATING ACTIVITIES	(2,486,396)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Government grants - capital funding	197,549
Principal Payments - capital debt obligations	(39,541)
Interest payment on capital debt	(211,147)
Cash received from sale of assets	31,437
Acquisition and construction of capital assets - CFP	(197,549)
NET CASH PROVIDED/(USED) FROM CAPITAL AND RELATED FINANCING ACTIVITIES	(219,251)
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest income	324,585
NET CASH PROVIDED FROM INVESTING ACTIVITIES	324,585
NET INCREASE/ (DECREASE) IN CASH & CASH EQUIVALENTS	(2,381,062)
CASH AT BEGINNING OF PERIOD	4,841,903
CASH AT END OF PERIOD	$ 2,460,841
Reconciliation of operating income to net cash provided by operating activities	
Net Income (Loss) from operations	$ (3,116,975)
Prior period adjustments affecting working capital	0
Depreciation	349,273
Decrease (Increase) in accounts receivable	254,092
Decrease (Increase) in prepaid expenses	(1,848)
Decrease (Increase) in inventories	11,193
Decrease (Increase) in notes recievable (non-current)	70,354
Increase (Decrease) in unearned revenue	20,371
Increase (Decrease) in accounts payable	8,601
Increase (Decrease) in accrued expenses	39,062
Increase (Decrease) in other liabilities	2,610
Increase (Decrease) in tenant escrow accounts	(123,014)
Increase (Decrease) in tenant security deposits	(115)
NET CASH PROVIDED/(USED) FROM OPERATING ACTIVITIES	$ (2,486,396)

The accompanying notes are an integral part of the financial statements.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2008

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY:

1. Introduction:

The financial statements of the Authority have been prepared in conformity with generally accepted accounting principles (GAAP). As permitted by GAAP, the Authority has elected pursuant to GASB Statement No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that use Proprietary Accounting,* to apply all relevant Government Accounting Standards Board (GASB) pronouncements and only applicable Financial Accounting Standards Board (FASB) pronouncements opinions issued on or after November 30, 1989 that do not contradict GASB pronouncements in the preparation of the financial statements. The more significant of the government's accounting policies are described below:

2. Organization:

The Housing Authority of the City of North Las Vegas ("The Authority") is a public body and a body corporate and politic organized under the laws of the State of Nevada by the City of North Las Vegas for the purpose of providing adequate housing for qualified low-income individuals. The City provides no financial support to the Authority and is not responsible for the debts or entitled to the surpluses of the Authority. The Authority has the power to approve its own budget and maintains its own accounting system. Although the City of North Las Vegas appoints the governing board of the Authority, no other criteria established by Governmental Accounting Standards Board for inclusion of the Authority in the financial reports of the City of North Las Vegas are met. Therefore, a separate financial report is prepared for the Authority. Additionally, the Authority has entered into annual contribution contracts with the U.S. Department of Housing and Urban Development ("HUD") to be the administrator of the housing and housing related programs described herein. The Authority is not subject to Federal or State income taxes and is not required to file Federal or State income tax returns.

3. Description of a Public Housing Authority:

Funding for the Housing Authority of the City of North Las Vegas is primarily from the United States Department of Housing and Urban Development (HUD) and from payments received from tenants of the Authority-owned housing. Under the Low Rent Public Housing Program, low income tenants pay a portion of the rental cost of public housing, based upon the income and need of the tenants. HUD funds the difference between the actual costs to operate the Low Rent Housing Program and the amounts paid by tenants through operating subsidies. These subsidies and debt service payments are made to or on behalf of the Authority under the terms and conditions of the annual contributions contract with HUD.

The Section 8 Housing Assistance Payments Program provides rental supplements to the owners of existing private housing who rent to qualifying individuals. The Authority processes all applicants for the Section 8 Housing Assistance Payments Program, places approved applicants in housing and pays the owner of the private housing a monthly rental supplement. Under the conditions of an annual contributions contract, HUD reimburses the Authority for the rental supplements and the administrative cost of managing the Program.

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

3. Description of a Public Housing Authority: (Cont'd)

The Authority's combined financial statements include the accounts of all Authority operations. The criteria for including organizations as component units with the Authority's reporting entity, as set forth in Section 2100 of GASB's *Codification of Governmental Accounting and Financial Reporting Standards*, include the following:

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

On the basis of the application of these criteria, Housing Ventures Inc. is an entity that is required to be reported as a blended component unit of the Authority as follows:

Housing Ventures, Inc. – A Non-Profit Corporation set-up to manage non-aided properties owned by the Housing Authority.

The Housing Authority has entered into a partnership to provide low to moderate income persons with housing and obtain tax credits. The Partnership called Yale Keys Limited Partnership was formed in 2001 for the purposes of housing low-moderate income persons and to obtain tax-credits. The Partnership developed and constructed the Yale Keys Senior Apartments. Housing Ventures Inc. is the managing agent of Yale Keys Senior Apartments. Management of the complex began in November 2004. The PHA is the administrative partner and maintains the books and record of account.

The financial statements of the Authority are presented from a fund perspective. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain Authority functions. The fund is a separate accounting entity with a self-balancing set of accounts which include its assets, liabilities, fund equity, revenues and expenses/expenditures. The Authority uses the following fund:

Enterprise Fund – This fund is used to account for operations that are financed and operated in a manner similar to private businesses where the intent of the governing body is that the costs (expenditures, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges or where the governing body has decided that periodic determination of revenues earned, expenditures incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. All assets and liabilities associated with the Authority's activities are included on its statement of net assets. The Fund Net Assets are segregated into Invested in Capital Assets Net of Related Debt, Restricted Net Assets and Unrestricted Net Assets.

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

3. Description of a Public Housing Authority: (Cont'd)

The Authority operates the following programs in the Enterprise Fund:

1) **Low Rent Public Housing** – The objective of the program is to provide decent, safe and sanitary housing and related facilities for eligible low-income families and the elderly. This program also includes funds from sale of scattered-site public housing units that HUD has allowed the Authority to utilize to pursue Homeownership opportunities for low and moderate-income residents.

2) **Capital Fund Program** – The objective of these programs are to improve the physical condition of the Low Rent Public Housing units and upgrade the management of the program.

3) **Section 8 Housing Choice Voucher Program** – The objective of the program is to help low-income families obtain decent, safe, and sanitary housing through a system of rental assistance. HUD has entered into an Annual Contributions Contract (ACC) with the Authority that reimburses the Authority for the rental supplements paid to private landlords and the administrative costs of managing the program.

4) **Business Activities** – This program consists of projects that are not funded by HUD and include Non-Aided Housing, Thunderbird Town Homes, Home Rental Project, and the Revolving Fund. The purpose of these funds is to provide housing assistance and homeownership programs for low/moderate income families. The Revolving Fund serves as a central payment fund for the Authority's activities. The Authority operates the following programs under business activities:

   a. Non-Aided Housing – The program for Housing Authority activities related to provision of housing opportunities but without federal assistance or operating subsidy.

   b. Thunderbird Town Homes – The program established for the operation of Thunderbird Town Homes, a 100-unit multi-family complex that provides housing for low/moderate income families but without federal assistance or operating subsidy.

   c. Desert Mesa Project – The program was established for the development of a single-family subdivision to provide homeownership opportunities for mixed-income homebuyers. In January 2005, the loan associated with this development became technically in default and the proposed development deemed financially non-viable. As a result, the project was abandoned and a request for proposal was solicited to locate a buyer for the development.. In December 2007, the development sold was sold to Desert Mesa I LLC. Under the agreement, the sales price was $7,000,000 and the loan to Nevada State Bank which had previously been in default paid off. The remaining $1.9 million was anticipated to be repaid from proceeds received as the homes were sold. As of April 28, 2008, this loan was technically in default. Since Desert Mesa I LLC failed to remit their initial payment as required, interest has been accruing on the outstanding balance at a rate of 2.0 percent above prime rate. As of June 30, 2008, this balance outstanding was $2,080,437.

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

3. **Description of a Public Housing Authority: (Cont'd)**

Business Activities (Cont'd)

In addition, a review of subsequent activity revealed that according to records recorded November 20, 2008 by the Clark County tax assessor, 31 of the 126 lots were sold for $1,000,000. As of March 31, 2009, the Housing Authority of the City of North Las Vegas has received none of these proceeds. Since the sale of these lots represents approximately 25% of the total project, an allowance for doubtful accounts in the amount of $520,109 has been recorded to recognize the loss of underlying available assets to facilitate repayment. The Housing Authority of the City of North Las Vegas will aggressively pursue collection of all amounts owed and use whatever legal measures available to protect their interests in the remaining 95 lots.

d. HOME Rental Project – The program that consists of dwelling units, the original purchase and rehabilitation of which were funded by the HOME program and which provides housing opportunities for low/moderate income families.

e. Revolving Fund – This fund was created for the purpose of a "master payer" for the wide array of Authority activities.

5) **Blended - Component Units**:

Housing Ventures, Inc. ("The Corporation"): - The Corporation is a non-profit corporation organized under the laws of the State of Nevada for the purpose of engaging in the management of Authority owned properties and joint partnership projects in which the Authority is the administrative partner. Until December 31, 2006, the Authority received management fees for managing the projects and these fees offset payroll and administrative costs associated with managing the following operation:

Yale/Keyes Limited Partnership - The Partnership of Yale/Keyes was formed in 2001 for the purpose of housing low-moderate income persons and to obtain tax credits. The PHA began managing the complex in November 2004 and ended management at the end of December 2006. The PHA is the administrative partner and maintains the books and records of account. Due to cash flow constraints, a receivable balance of $400.058 was outstanding as of June 30, 2008. All of this amount is considered non-current as detailed in Note E.

4. **Basis of Accounting and Measurement Focus:**

Measurement focus refers to what is being measured; basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

All funds are accounted for on an economic resources measurement focus using the accrual basis of accounting. Under this method, revenues are recorded when earned, and expenses are recorded when liabilities are incurred.

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

5. Encumbrances:

The Authority does not use encumbrance accounting.

6. Budgets:

The Authority is required by its HUD Annual Contributions Contracts to adopt an annual budget for the Low Rent Public Housing Program. In addition, the Authority is required by its HUD Annual contributions Contracts to adopt annual budgets for the Section 8 Programs. Both of these programs are combined with the other Enterprise Funds. Annual budgets are not required for capital projects funds as their budgets are approved for the length of the project. Appropriations are authorized at the function level. Management may transfer budget authorizations between functions except that increases for administration and capital expenditures categories must be approved by HUD. Budgeted amounts are as originally adopted or as amended by the Board and approved by HUD.

7. Cash and Cash Equivalents:

a. The Authority cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with an original maturity of three months or less when purchased to be cash equivalents.

b. Investments are stated at market value, except for U. S. Treasury Bills, which are reported at amortized cost. The Authority reports all money market investments having a remaining maturity at time of purchase of one year or less at amortized cost. Investment securities are normally held to mature at par value and adjustments are made to the investment portfolio to reflect increases/(decreases) in gains made.

c. All deposits of the Authority are made in Board designated depositories and are secured as required by HUD regulations. The Authority may designate as an official depository any bank or savings and loan association whose principal office is located in Nevada.

d. Section 401 (e) of the annual contributions contract authorizes the Authority to invest in certain "approved investment securities" in accordance with HUD guidelines. The Housing Authority is also required to have a General Depository agreement with the financial institution which collects and disburses federal funds.

8. Deferred Charges:

Payments made to vendors for services that will benefit periods beyond June 30, 2008, are recorded as deferred charges. These typically include prepaid insurance coverage and prepaid membership fees for the following fiscal year.

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

9. Inventories:

Inventories are valued at the weighted average cost or market. Inventories consist primarily of maintenance materials and supplies held for consumption. The cost of these supplies is regarded as an expenditure at the time the items are consumed. Inventories are classified as deferred charges on the Statement of Net Assets

10. Reservations and Designations of Net Assets:

Reservations represent the portions of net assets, which are not appropriated for expenditure or have been segregated for specific future uses by legal mandate. Designations represent tentative plans for financial resource utilization in a future period. Restrictions represent legally restricted net assets which the use of the funds are determined by outside legal or statutory requirements.

11. Capital Assets:

Capital assets are recorded at cost. Expenses that materially increase the life or value of existing assets are capitalized. Ordinary maintenance and repairs are charged to expense as incurred. When assets are sold or otherwise disposed of, the cost and accumulated depreciation is removed from the accounts and any resulting gain or loss is recognized at that time. Depreciation is determined utilizing the straight-line method over the following estimated useful lives:

Buildings	27.5 years
Building improvements	10 years
Furniture, equipment, and machinery	5 years

Capital assets in the proprietary fund types are stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the useful lives of the respective assets ranging as follows: buildings, 27.5 years; equipment, 5 years; automobiles, 5 years; and building improvements, 10 years. The costs of assets retired or otherwise disposed of and the related accumulated depreciation have been eliminated from the respective accounts. Gains or losses resulting from such dispositions are recognized as current income.

Capitalization Policy for the Authority is items purchased or betterment, not repairs, in excess of $5,000.00 and a useful life of one (1) year will be capitalized.

The cost of maintenance and repairs are charged to operations as incurred. Costs of major additions, improvements, and betterments are capitalized.

Interest cost is capitalized on proprietary fund capital assets. Interest is not capitalized on assets acquired or constructed with gifts and grants (contributed capital) that are restricted by the donor or grantor to acquisition of those assets to the extent that funds are available from such grants and gifts.

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

12. Compensation for Future Absences:

It is the Authority's policy to permit employees to accumulate earned but unused personal leave, which will be paid to the employees upon separation from Authority service. Annual leave is accrued annually at 80-160 hours per year up to a maximum accrual of 240-320 hours depending on the years of service. In the proprietary fund types vacation benefits are accrued in the period earned.

The Housing Authority has 12 holidays during the year and employees accrue a holiday if it falls on their scheduled day off. Accrued holidays must be taken within two years. Annual and holiday leave are fully vested as earned. Sick pay is granted at a rate of one day per month with no limit on accrual. After ten years of service, unused sick pay is vested at 50% for non-management employees and 100% for management level employees and is paid out at termination.

13. Operating Revenue

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Authority are charges to customers for rents. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Subsides received from HUD or other grantor agencies, for operating purposes, are recorded as operating revenue in the operating statement while capital grant funds are added to the net assets below the non-operating revenue and expense.

14. The terms of the Board are as follows:

William Robinson, Chairman	June 30, 2011
Shirley J. Hogan, Vice-Chairman	June 30, 2011
Michael L. Montandon	June 30, 2009
Stephanie S. Smith	June 30, 2009
Robert L. Eliason	June 30, 2009

In addition to the above Commissioners, the Administrator of the Housing Authority is Don England, who serves on the Board as Secretary and is the Executive Director. Based upon the above criteria all the operations of the PHA are included in these financial statements and there are no operations or component units, which have been excluded in this report.

NOTE B - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY:

A. Deficit fund balances:
There were no deficit equity positions in any of the Authority's programs. The Housing Choice Voucher program had an administrative fee equity deficit of $531,120 as of June 30, 2008. This deficit position was offset by a Housing Assistance Payment equity balance of $3,356,788 at June 30, 2008. The Authority acknowledges the need to reduce program operating expenses to more reasonable levels to insure continued program viability.

B. Expenses over Budget:
Some expenses in the Public Housing Program and Housing Choice Voucher Programs did exceed the budget during the June 30, 2008 fiscal year. These are detailed in the Management's Discussion and Analysis section of the report.

NOTE C - CASH AND INVESTMENTS:

All the deposits of the Housing Authority of the City of North Las Vegas are either insured or collateralized by using the Pooled Method whereby all deposits that exceed the federal depository insurance coverage level are collateralized with securities held by a third party on behalf of all depositaries. The Housing Authority of the City of North Las Vegas has no policy regarding custodial credit risk for deposits.

At June 30, 2008, the Authority's deposits had a carrying amount of $2,459,541 and bank balances of $2,455,146. Of the bank balances held in various financial institutions, $200,000 was covered by federal depository insurance and the remainder was covered by collateral held under the pooled method. At June 30, 2008, the Authority's petty cash/change funds totaled $1,300.

Investments - At June 30, 2008, the Authority's investment balances were as follows:

Investment Type	Market Value	Maturity	Rating
US Treasuries – Sweep	1,498,624	N/A	N/A
Money Market Investment Account	507,494	N/A	N/A
Overnight Investment(T-Bills)	449,028	N/A	N/A
Total	2,652,836		

Interest rate risk- As a means of limiting its exposure to market value losses arising from rising interest rates, the Authority's typically limits its investment portfolio to maturities of 6 months or less. The Housing Authority of the City of North Las Vegas has no specific policy regarding interest rate risk.

Credit risk - The Authority has no policy regarding credit risk.

Custodial credit risk - For an investment, the custodial risk is the risk that in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Authority's $1,056,967 investments in repurchase agreements are uninsured and unregistered investments for which the securities are held by the counterparty, or by its trust department. All other amounts are deposits in Wells Fargo Bank and are included in accounts covered by the State of Nevada collateral pool. The Authority has no policy on custodial credit risk.

NOTE C - CASH AND INVESTMENTS: (Cont'd)

Concentration of credit risk - The Authority places no limit on the amount that it may invest in any one issuer. Approximately 73 percent of the Authority's investments are in Money Market Mutual Funds at Wells Fargo Brokerage Services, 19 percent is in overnight treasury sweeps, and the remainder is in Wells Fargo Bank regular deposit accounts.

Cash and investments at June 30, 2008 were as follows:

Checking accounts	$ 4,395
Money Market	507,494
Securities	1,498,624
Sweep	449,028
Petty cash	1,300
Total	$ 2,460,841

Note: The above balances are net of a cash overdraft for the Business Activities accounts in the amount of $69,399 and an overdraft of $1,380,807 which is shown due to the lack of available program cash to reflect the entire $3,356,788 of restricted Housing Assistance Payment equity as of June 30, 2008. While HUD regulations require these amounts to be recorded on the program level financial statements, these amounts have been eliminated on the upper level financial statements.

Collateralization:
The Housing Authority of the City of North Las Vegas participates in the State of Nevada, Office of the State Treasurer Collateralization Pool. The July 3, 2008 Daily Depository report revealed that Wells Fargo Bank had the following depository activity:

Adjusted Deposit Ledger Balances	82,651,372
Required Collateral Balances (Based Upon 102%)	84,304,399
Actual Market Value of Pledged Collateral	119,272,083
Excess Collateral Position	34,967,684

NOTE D - ACCOUNTS RECEIVABLE:

Accounts receivable at June 30, 2008, consisted of the following:

Tenants – (net of allowance of $15,813)	$ 20,629
A-R - HUD	80,182
A/R – County of Clark (HOME funds)	70,032
A/R – City of North Las Vegas – LIHTF	5,945
A/R – Current portion of Notes Receivable – net of allowance	0
A/R – Title Insurance Company (Mortgage Escrow Desert Mesa)	53,032
A/R – Clark County Transportation	5,612
A/R – Other	960
	$ 236,392

Note: The above receivable balance excludes $902,965 of inter-fund balances that have been eliminated as a result of financial statement consolidation.

NOTE E - LOANS AND NOTES RECEIVABLE:

As of June 30, 2008, loans and notes receivable consisted of the following:

Yale Keyes	
Notes receivable – Yale Keyes, dated July 27, 2005	
(Interest rate – 11%; Due 07/27/2015)	$ 275,837
Additional amounts due from Yale-Keyes (non-interest bearing)	124,221
Accrued interest on notes receivable – Yale Keyes	58,927
	458,985
Desert Mesa I LLC	
Notes receivable – Alpha-Omega Strategies, dated December 27, 2007	
(Default Interest rate = Prime + 2%; Due 09/15/2016)	1,900,000
Accrued interest on notes receivable due to default	180,437
Total notes receivable	2,080,437
Less allowance for uncollectible notes (See Finding 2008-4)	(520,109)
Net notes receivable amount	1,560,328
Total Notes receivable	$ 2,019,313

	Notes Receivable	Accrued Interest Receivable	Total
Current Portion	$ 0	$ 0	$ 0
Long-term portion	2,300,058	239,364	2,539,422
	$ 2,300,058	$ 239,364	$ 2,539,422
Less allowance for uncollectible receivable			(520,109)
Total Notes receivable			$ 2,019,313

Yale/Keyes

On July 25, 2005, the Yale/Keyes Limited Partnership entered into a promissory note with the Housing Authority of the City of North Las Vegas for $182,993. This note bears interest at 11% compounded annually and will be paid from excess cash flows of the Yale/Keyes development. If not paid sooner, the unpaid principal balance of the note shall be payable on July 27, 2015. All amounts associated with this note are considered long-term as of June 30, 2008. The remaining $124,221 represents management fees receivable that are to be paid out of project cash flow as soon as available. This is not expected to occur during Fiscal 2009 so all amounts are considered non-current as of June 30, 2008.

Desert Mesa LLC [SEE FINDING 2008-04]

On December 19, 2007, the Housing Authority of the City of North Las Vegas completed the sale of the Desert Mesa subdivision to Desert Mesa I LLC, a Nevada Limited Liability Company. The terms of the sales agreement included the payoff of the Nevada State Bank loans, the payoff of outstanding liens on the property, and a seller carry back of $1,900,000 which was anticipated to be repaid by Desert Mesa I LLC as units are sold. As of June 30, 2008 the entire $1,900,000 was outstanding as no payments had been made even though they were scheduled to begin in quarterly amounts of $52,777.78 on December 19, 2007. The Note was scheduled to be interest free if current but since Desert Mesa made no payments, $180,437 of interest was accrued on the outstanding balance at a rate of 2.0 percent above prime rate.

NOTE F - DEFERRED CHARGES:

Deferred charges at June 30, 2008, consisted of the following:

Inventory – (net of allowance for obsolete inventory of $2,066)	$ 33,801
Prepaid expenses / Insurance deposits	69,303
	$ 103,104

NOTE G - DUE TO/(FROM) OTHER PROGRAMS:

Due to/(from) other programs at June 30, 2008, consisted of the following:

Public Housing Program	$ 404,268
Housing Choice Voucher Program	498,697
Capital Fund Program	(44,535)
Business Activities	(752,500)
State/Local (LIHTF)	(5,945)
Component Units	(99,985)
Total	$ 0

NOTE H - CAPITAL ASSETS:

A summary of changes in Net Capital Assets for the year ended June 30, 2008, was as follows:

	Balance @ 6/30/2007	Additions	Adjustments/ Retirements	Depreciation	Balance@ 6/30/2008
Capital Assets:					
Land	$ 1,469,819	$ 0	$ 0	$ 0	$ 1,469,819
Buildings	15,621,178	0	0	0	15,621,178
Equip & Furniture	284,912	0	(24,866)	0	260,046
Construction in Progress	388,220	197,549	(19,304)	0	566,465
	17,764,129	197,549	(44,170)	0	17,917,508
Accumulated Depreciation	(11,131,111)	0	34,199	(349,275)	(11,446,187)
Net Capital Assets	$ 6,633,018	$ 197,549	$ (9,971)	$ (349,275)	$ 6,471,321

Current period activity

Balance at June 30, 2007	$ 6,633,018
Business activities additions	0
Disposition of equipment	(9,971)
Capital Fund program additions	197,549
Depreciation expense	(349,275)
Balance at June 30, 2008	$ 6,471,321

NOTE H - CAPITAL ASSETS: (Cont'd)

Accumulated depreciation by asset class:

	Balance June 30, 2007	Balance June 30, 2008	FY2008 Net Change
Buildings	$ 10,201,208	$ 10,201,208	$ 0
Furniture & Equipment	929,903	1,244,979	315,076
	$ 11,131,111	$ 11,446,187	$ 315,076

NOTE I - ACCOUNTS PAYABLE:

Accounts payable at June 30, 2008, consisted of the following:

Vendors & contractors payable	$ 128,170
Tenant security deposits	60,187
Total	$ 188,357

Note: The above payable balance excludes $902,965 of inter-fund balances that have been eliminated as a result of financial statement consolidation.

NOTE J - ACCRUED LIABILITIES AND UNEARNED REVENUE:

Accrued liabilities and unearned revenue consisted of the following at June 30, 2008:

Accrued wages/payroll tax liability	$ 29,617
Accrued compensated absences – current portion	28,222
Unearned revenue – Desert Mesa Grant	10,700
Restricted funds – resident boys & girls club	1,928
Tenants prepaid rent	27,440
Current portion of long term debt (see Note K)	43,014
	$ 140,921

NOTE K - NOTES PAYABLE:

HOME Rental Income Fund

The Authority entered into an agreement with Citibank for a loan of $335,000.00 at 7.55% per annum to build an apartment complex. The note is payable from lease rentals, payable by the Authority, which in turn, are secured in part by a pledge of the lease payments and value of the property. The monthly payment is $2,353.85 including principal and interest. Final maturity date is anticipated for June 1, 2029. The remaining balance at June 30, 2008 is $296,618.

NOTE K - NOTES PAYABLE: (Cont'd)

Annual note payments were as follows:

HOME Rental Income Fund

Year	Principal	Interest	Total Payment
2009	6,058	22,188	28,246
2010	6,532	21,714	28,246
2011	7,042	21,204	28,246
2012	7,593	20,653	28,246
2013	8,012	20,234	28,246
2014-2018	50,352	90,878	141,230
2019-2023	80,675	60,555	141,230
2024-2028	104,569	36,661	141,230
2029	25,785	2,461	28,246
Total	$ 296,618	$ 296,548	$ 593,166

Non-Aided Enterprise Fund (Thunderbird)
The Authority entered into an agreement with Citibank for a loan of $2,600,000.00 at 7.70% per annum to purchase an apartment complex. The note is payable from lease rentals, payable by the Authority, which in turn, are secured in part by a Multifamily Deed of Trust, assignment of rents and security agreement. The monthly payment is $18,536.97 including principal and interest. Final maturity date is anticipated for May 1, 2027. The remaining balance at June 30, 2008 is $2,459,934.

Thunderbird

Year	Principal	Interest	Total Payment
2009	36,956	187,488	224,444
2010	39,905	184,539	224,444
2011	43,088	181,356	224,444
2012	46,525	177,919	224,444
2013	47,184	177,260	224,444
2014-2018	413,968	708,252	1,122,220
2019-2023	736,789	385,431	1,122,220
2024-2037	1,061,519	60,701	1,122,220
Total	$ 2,425,934	$ 2,062,946	$ 4,488,880

NOTE K - NOTES PAYABLE: (Cont'd)

Changes in long-term debt are as follows:

	HOME Rental Fund	Non-Aided Enterprise
Balance at the beginning of the period	$ 302,237	$ 2,459,857
Principal retirements	(5,619)	(33,922)
Notes acquired	0	0
Balance at June 30, 2008	$ 296,618	$ 2,425,935

NOTE L - NON-CURRENT LIABILITIES:

Non-current liabilities consisted of the following at June 30, 2008:

FSS escrow deposits	$ 21,135
Accrued compensated absences – non current portion	222,656
	$ 243,791

NOTE M - PENSION PLAN:

All Authority full-time (20 or more weekly hours) employees are covered by the State of Nevada Public Employees Retirement System (the "System"), a multiple-employer, cost sharing defined benefit plan. The System was established in 1948 by the Legislature and is governed by the Public Employees' Retirement Board, whose seven members are appointed by the Governor. All public employees who meet certain eligibility requirements participate in the System.

The Authority's payroll covered by the System and contributions to the System for each of the last 3 year are summarized as follows:

Fiscal Year	Covered Payroll	Total Payroll	Contributions	Percent of Payroll
2008	$ 1,261,731	$ 1,357,511	$ 257,061	92.94%
2007	$ 1,085,455	$ 1,179,065	$ 214,377	92.06%
2006	$ 1,169,934	$ 1,229,090	$ 213,806	95.26%

Contribution rates are established by Nevada Revised Statute 286.410. This statute, which is tied to the increase in taxable sales within the State each year, provides for yearly increases of up to one percent until such time as the actuarially determined unfunded liability of the System is reduced to zero. The Authority is obligated to contribute all amounts due under the System. The contribution rate during fiscal year 2008 was approximately 20% of all covered payroll.

The Authority's contribution represented less than one percent of total contributions required of all participating entities of the System.

The Authority's full-time employees are mandated by State law to participate in the System. Members who retire at age 65 with five years of service, age 60 with 10 years of service, or at any age with 30 years or more of service are entitled to a retirement benefit, payable monthly for life, equal to 2.5 to 2.76 percent of a member's average compensation for each year of service up to 30 years with a maximum of 90 percent for employees entering the System prior to July 1, 1985, and 75 percent for those entering after that date. Member's average compensation is the average of the member's highest compensation for 36 consecutive months. Benefits fully vest on reaching five years of service.

The System also provides death and disability benefits. Benefits are established by State statue. The "pension benefit obligation" is a standardized disclosure measure of the present value of pension benefits, adjusted for the effects of projected salary increases and step-rate benefits, estimated to be payable in the future as a result of employee service to date. The measure, which is the actuarial present value of credited projected benefits, is intended to help users assess the System's funding status on a going-concern basis, assess progress made in accumulating sufficient assets to pay benefits when due, and make comparisons among public employee retirement systems and employers. The System does not make separate rate measurements of assets and pension benefit obligations of individual employers.

NOTE M - PENSION PLAN: (Cont'd)

As of June 30, 2008 the most recent available valuation report, which is as of June 30, 2008, included the following financial information:

Total pension benefit obligation	$ 29,791,810,969
Net assets available for benefits at market value	22,701,359,958
Unfunded pension benefit obligation (23.8%)	$ 7,090,451,011

The Authority does not exercise any control over the System which is a component unit of the state of Nevada. Nevada Revised Statute 286.110 states that: "Respective participating public employers are not liable for any obligations of the system."

The unfunded accrued liability is to be amortized over a period of 24 years from July 1, 2000. The method of amortizing the unfunded accrued liability is the level percentage-of-payroll amortization, under which the dollar amounts of calculated amortization payments increase in direct proportion to the assumed growth rates.

Significant actuarial assumptions include an investment return rate of 8 percent per year compounded annually, and projected salary increases based on the assumed 5 percent inflation rate plus an age-related salary scale.

Six-year historical trend information showing the System's progress in accumulating sufficient assets to pay benefits when due is presented in the System's June 30, 2008, Comprehensive Annual Financial Report, which may be obtained by writing to PERS, 693 W. Nye Lane, Carson City, Nevada 89703-1599, or by calling (775) 687-4200.

NOTE N - RELATED PARTIES:

1. The Authority's Revolving Fund acts as a common pay master for all the entities associated with the Authority and periodically receives reimbursement from them. Certain other expenditures are also paid by the Authority's program and are later reimbursed. At June 30, 2008, receivables and payables between these programs is outlined in Note 8.
2. The Housing Authority has formed a nonprofit corporation, Housing Ventures, Inc., who was the property manager of Thunderbird Apartments and Yale-Keys. As of June 30, 2008, Housing Ventures, Inc., has a payable to the Authority of $99,985. The members of the Housing Authority Board of Commissioners, with the exception of the Resident Commissioner, serve as the Board Members for Housing Ventures, Inc. This entity is a part of the Component Unit.

NOTE O - CONTINGENCIES:

1. **Risk Management:** The Authority is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated.

   At June 30, 2008, the Authority carried all insurance against all risks of loss, including property and general liability insurance through the Housing Authority Risk Retention Group (HARRG).

NOTE O - CONTINGENCIES: (Cont'd)

2. **Government Examinations**: The Authority is subject to possible examinations made by Federal and State authorities who determine compliance with terms, conditions, laws and regulations governing other grants given to the Authority in the current and prior years. There were no such examinations for the year ended June 30, 2008.

NOTE P - ANNUAL CONTRIBUTIONS BY FEDERAL AGENCIES:

1. ***Annual Contributions Contract SF-415*** – Pursuant to the Annual Contributions Contract, HUD contributes an operating subsidy approved in the operating budget under the Annual Contributions Contract. Additional operating subsidy contributions for the year ended June 30, 2008, were $646,287.

2. ***Annual Contributions Contract SF-1401*** – The Housing Choice Voucher Program provides for housing assistance payments to private owners of residential units on behalf of eligible low or very low income families. The program provides for such payments with respect to existing and moderately rehabilitated housing covering the difference between the maximum rental on a dwelling unit, and the amount of rent contribution by a participating family and related administrative expense. The Authority is also eligible to receive reimbursements for preliminary expenses to lease up, Homeownership and FSS Coordinator reimbursement.

HUD contributions for the year ended June 30, 2008, were as follows:

Housing Choice Vouchers	$ 10,177,047

During the fiscal year ended June 30, 2008, the Housing Authority expended approximately $2.1 million of housing assistance payments in excess of HUD advances. This contrasts with the $2.7 million excess from Fiscal Year 2007. HUD reduced advances to the Authority during Calendar Year 2008 to compensate for the 2007 overpayments.

NOTE Q - ECONOMIC DEPENDENCY:

Both the PHA Owned Housing Program and the Housing Choice Voucher Program are economically dependent on annual contributions and grants from HUD. Both programs operate at a loss prior to receiving the contributions and grants.

NOTE R - IMPAIRMENT OF CAPITAL ASSETS:

In accordance with financial reporting standards issued by the Government Accounting Standards Board's, "Statement No. 42, "Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries" requires certain note disclosures During the fiscal year ended June 30, 2008, the Housing Authority of the City of North Las Vegas experienced the following impairments:

1. There were no units off-line for casualty losses as of June 30, 2008.

2. There were no permanent impairments experienced by the Housing Authority of the City of North Las Vegas that required material adjustments to the Statement of Net Assets.

NOTE T - SUPPLEMENTAL INFORMATION:

The supplemental information has been included in order to show the financial statements of the Housing Authority on the GAAP basis of accounting but in the format of the HUD Handbook 7476.3, *Audit Guide*. This is due to the fact that some supplemental information is reviewed by the field office and provides greater detail concerning the operations of the Housing Authority.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

SINGLE AUDIT SECTION

FOR THE FISCAL YEAR ENDED JUNE 30, 2008

RECTOR, LINDSAY & REEDER, PC

ACCOUNTANT'S REPORT ON COMPLIANCE AND ON INTERNAL CONTROL STRUCTURE OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Housing Authority of the
City of North Las Vegas
North Las Vegas, Nevada 89030

San Francisco Office
Public Housing Division
San Francisco, California

We have audited the financial statements of the Housing Authority of the City of North Las Vegas, as of and for the year ended June 30, 2008, and have issued our report thereon dated March 31, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Housing Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Housing Authority's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Housing Authority's financial statements that is more than inconsequential will not be prevented or detected by the Housing Authority's internal control. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies in internal control over financial reporting. Significant deficiencies are described in the accompanying schedule of findings and questioned costs as items no. 2008-01, 2008-02, 2008-03 & 2008-04.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Housing Authority's internal control.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be significant deficiencies and accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. However, of the significant deficiencies described above, we consider items no. 2008-01, 2008-02, 2008-03 and 2008-04 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Housing Authority of the City of North Las Vegas' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of the financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.* We also noted certain matters that we reported to management of the Housing Authority of the City of North Las Vegas, in a separate letter dated March 31, 2009.

Certified Public Accountants • One Wisteria Place • 2220 Wisteria Drive • Suite 200 • Snellville, GA 30078 • (770) 879-8411 • Fax: (770) 879-8431 • www.rlr-cpa.com

This report is intended solely for the information and use of the Housing Authority of the City of North Las Vegas, the State of Nevada, HUD and other federal audit agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Rector, Lindsay & Reeder, P.C.

Rector, Lindsay & Reeder, P.C.
Certified Public Accountants

Snellville, Georgia
March 31, 2009

RECTOR, LINDSAY & REEDER, PC

ACCOUNTANTS' REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Commissioners
Housing Authority of the
City of North Las Vegas
North Las Vegas, Nevada 89030

San Francisco Office
Public Housing Division
San Francisco, California

Compliance

We have audited the compliance of the Housing Authority of the City of North Las Vegas with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2008. The Housing Authority of the City of North Las Vegas's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the Housing Authority of the City of North Las Vegas's management. Our responsibility is to express an opinion on the Housing Authority of the City of North Las Vegas' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audit of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Housing Authority of the City of North Las Vegas's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Housing Authority of the City of North Las Vegas's compliance with those requirements.

As described in item no. 2008-01in the accompanying Schedule of Findings and Questioned Costs, the Housing Authority of the City of North Las Vegas did not comply with requirements regarding maintenance of tenant file requirements that are applicable to its Low Rent Public Housing Program. As described in Item no. 2008-02 in the accompanying Schedule of Findings and Questioned Costs, the Housing Authority of the City of North Las Vegas did not comply with requirements that are applicable to its Housing Choice Voucher Program. As described in Item no. 2008-03 in the accompanying Schedule of Findings and Questioned Costs, the Housing Authority of the City of North Las Vegas did not comply with requirements that are applicable to procurement for its Federal Programs. Compliance with such requirements is necessary, in our opinion, for the Housing Authority of the City of North Las Vegas to comply with requirements applicable to that program.

In our opinion, except for the noncompliance described in the preceding paragraph, the Housing Authority of the City of North Las Vegas complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2008.

Internal Control Over Compliance

The management of the Housing Authority of the City of North Las Vegas is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Housing Authority of the City of North Las Vegas's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority's internal control over compliance.

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Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in the entity's internal control that might be significant deficiencies or material weaknesses as defined below. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies and others that we consider to be material weaknesses.

A control deficiency in a Housing Authority's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Housing Authority's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the Housing Authority's internal control. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items no. 2008-01, 2008-02 and 2008-03 to be significant deficiencies.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the Housing Authority's internal control. Of the significant deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs, we consider items no. 2008-01, 2008-02 & 2008-03 to be material weaknesses.

The Housing Authority's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the Housing Authority's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management of the Housing Authority of the City of North Las Vegas, the State of Nevada, HUD and other federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Rector, Lindsay & Reeder, P.C.

Rector, Lindsay & Reeder, P.C.
Certified Public Accountants

Snellville, Georgia
March 31, 2009

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
FOR THE YEAR ENDED JUNE 30, 2008

STATUS OF PRIOR AUDIT FINDINGS

The prior audit report for the period ended June 30, 2007 contained two formal audit findings. Their status is as follows:

Finding 2007-01 Tenant File Maintenance Deficiencies ***CFDA #14.850***
Material Weakness and Non-compliance

While many files had the appropriate HUD form 50058s for the period under review, several we missing the proper supporting documentation. In addition, many rent changes occurred without proper documentation to show that the tenant was properly notified.

Criteria: The Code of Federal regulations and HUD guidelines give the requirements for maintaining the tenant files for the Low Rent Program. Also, PHA policy and procedure dictates full compliance with these regulations as well as guidelines to be followed in maintaining these files.

Status: During the period under review, the HACNLV Public Housing Program entered a management agreement w/ the Housing Authority of the City of Las Vegas. While the files that have been updated by HACLV do show marked improvement, we do not feel that enough progress has been made to clear last year's audit finding. **As a result, this finding continues and is included in the current period as Finding 2008-1.**

Finding 2007-02 Housing Choice Voucher Program Deficiencies ***CFDA #14.871***
Material Weakness and Significant Deficiency

Criteria The Housing Authority did not meet the required 95% threshold for expenditure of Housing Assistance Payments (HAP) portion of its budgetary authority for the Housing Choice Voucher Program. Continued failure to meet this target could place the future viability of the program at risk and could possibly lead to penalties and sanctions from HUD as well as permanent reductions in the size of the program. In addition, the Authority incurred an operating loss of $69,402 for the administrative portion (Exclusive of any potential future recapture) of program operations for the fiscal year ended June 30, 2007. In addition, the Housing Authority had incurred a cumulative HCV administrative fee operational deficit of $437,738 as of June 30, 2007 which indicates utilization of Housing Assistance Payment Equity cash balances to fund other PHA operations.

Status: Our review of Housing Choice Voucher Program activity for the year ended June 30, 2008 revealed that the PHA achieved a 95.7% utilization rate to met the 95% utilization threshold. A review of operating results from the year ended June 30, 2008 revealed that the administrative fee deficit had increased to $531,120, the administrative expense portion of the budget was $1,300,843 which was $135,443 over the budgeted amount of $1,165,400 and the program was also reflecting an administrative cash overdraft of $1,380,807 indicating that significant amounts of HCV equity were being utilized to fund other programs. **While the utilization of to audit threshold potion of the finding is cleared, the failure to adequately address the deficit administrative fee equity portion causes the fining to be repeated as Finding 2008-2.**

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
FOR THE YEAR ENDED JUNE 30, 2008

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Section I – Summary of Auditor's Results:

Financial Statements

Type of report issued on the financial statements:	**Unqualified**
Internal control over financial reporting: Material weakness (es) identified?	**Yes**
Significant Deficiency (ies) identified not considered to be material weaknesses?	**No**
Noncompliance material to the financial statements noted?	**No**

Federal Awards

Internal controls over major programs: Material weakness (es) identified?	**Yes**
Significant Deficiency (ies) identified not considered to be material weaknesses?	**No**
Type of report issued on the compliance for major programs:	**Qualified**
Any audit findings disclosed that are required to be reported in Accordance with Circular A-133, Section .510(a)?	**Yes**

Identification of major programs:

-CFDA #14.850	Low Rent Public Housing (Type A)
-CFDA #14.871	Housing Choice Voucher Program (Type A)
-CFDA #14.872	Capital Fund Program (Type A)

Dollar threshold used to distinguish between Type A and Type B programs:	**$337,837**
Did the Authority qualify as a low-risk auditee?	**No**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Cont'd)
FOR THE YEAR ENDED JUNE 30, 2008

Section II – Financial Statement Findings

Finding 2008-01 Public Housing Program Tenant File Maintenance Deficiencies ***CFDA #14.850***
Material Weakness and Significant Deficiency

Criteria: The Code of Federal regulations and HUD guidelines give the requirements for maintaining the tenant files for the Low Rent Program. Also, PHA policy and procedure dictates full compliance with these regulations as well as guidelines to be followed in maintaining these files.

Condition: A review of 20 tenant files for the Public Housing Program revealed the following errors/discrepancies:

- 4 of 20 files were not in agreement w/ the rent roll.
- 3 of 20 files either were missing an appropriate lease or lease addendum for a rent change.
- 3 of 20 files were missing an annual re-exam.
- 1 of 20 files was missing income verifications.
- 1 of 20 files was impossible to determine if calculation was correct.
- 1 of 20 files was missing an annual inspection.
- 2 of 20 files were missing applications for continued occupancy.
- 2 of 20 files were missing HUD form 9886.
- 2 of 20 files were missing Lead Based Paint notices.
- 6 of 20 files did not have a 50058 in the file to support the rent on the rent roll.
- 2 of 20 files were missing community service support.
- 2 of 20 files were missing 214 Citizenship forms.

Context: During the period under review, the HACNLV Public Housing Program entered a management agreement w/ the Housing Authority of the City of Las Vegas to manage the Public Housing Program. The files that were updated after the change in management showed marked improvement and it is anticipated that at the completion of the annual re-certification cycle that these deficiencies should be sufficiently addressed to correct this deficiency

Effect: Non-compliance.

Questioned costs: None

Recommendation: We recommend that the PHA review all Low Rent Public Housing Program tenant files for compliance with Federal program requirements. We recommend that the PHA continue to implement all required measures to insure that the files are maintained in accordance with HUD regulations and the PHA's Administrative Plan including units that have been rehabilitated with HOME program funds. Management is aware of these issues and appears to have adequate corrective action on these issues in place in such a manner that if the plan is followed, these issues should be resolved in the coming fiscal period.

PHA Reply (Corrective Action Plan): Effective July 1, 2008, administration of the Public Housing Program was transferred to the Housing Authority of the City of Las Vegas. As part of this transfer, HACLV will be performing a 100% review of all resident files to correct any remaining deficiencies.

Contact Person: Zelda Ellis, Director of Operations, Housing Authority City of Las Vegas (702)922-7020

Anticipated Completion Date: June 30, 2009

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Cont'd)
FOR THE YEAR ENDED JUNE 30, 2008

Section II – Financial Statement Findings

Finding 2008-02 Housing Choice Voucher Program Deficiencies ***CFDA #14.871***
Material Weakness and Significant Deficiency

Criteria: The Code of Federal regulations and HUD guidelines give the requirements for maintaining the Housing Choice Voucher Program. These requirements dictate that all unexpended Housing Assistance Payments (HAP) are to be shown as Restricted Assets and the related cash advanced to the PHA as well as any FSS escrow balances are also to be classified as restricted..

Condition, cause and context: For the year ended June 30, 2008, the Housing Assistance Payment program experienced a loss of $2,053,007. While $1,957,064 of this amount represented timing differences related to receipt of HAP advances in relation to HAP payments, the residual balance ($95,943) was related to administrative expenditures in excess of available administrative program revenue. In addition, the administrative expense portion of the budget was $1,300,843 which was $135,443 over the budgeted amount of $1,165,400. This excessive expenditure level brought the cumulative administrative deficit for the program was $531,120 as of June 30, 2009. In addition, due to unreimbursed advances from other programs and other cash requirements this caused the administrative portion of the program to reflect a cash overdraft of $1,380,807 for administrative program operations. The lack of available cash has severely jeopardized the continued viability of the program and also calls into question the utilization of program funding to supplement non-Federal Programs.

Effect: Non-compliance.

Questioned costs: N/A

Recommendation: We recommend that any available funds from other non-Federal programs be utilized to reduce the receivable from other programs and that the PHA investigate all available methods to achieve a break-even operational position for program operations on a going forward basis. The PHA should also seek additional funding sources to address the administrative program deficit to bring the programs reserves back to acceptable levels and make periodic reimbursements for all inter-program receivable and payable amounts

PHA Reply (Corrective Action Plan): In response to these issues, this program has been moved to HACLV in March 1, 2009. The Housing Authority of the City approved this measure via resolution on February 11, 2009 and City of North Las Vegas City Council approved the divestiture on February 18, 2009. The Housing Authority of the City of North Las Vegas will explore all available funding opportunities to address all program deficits.

Contact Person: **Deloris Sawyer**- Director of Housing Programs, Housing Authority of the City of Las Vegas, 702-382-3844

Anticipated Completion Date: June 30, 2009

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Cont'd)
FOR THE YEAR ENDED JUNE 30, 2008

Section II – Financial Statement Findings

Finding 2008-03 Procurement Deficiencies
CFDA #14.850 & 14.872

Condition: A review of contracts sampled as part or our audit noted the following deficiencies related to procurement of the following services:

- 8 of 11 contracts/purchases were missing evidence of a RFP.
- 8 of 11 contracts/purchases were missing evidence of an advertisement.
- 8 of 11 contracts/purchases were missing evidence of a bid review.
- 8 of 11 contracts/purchases were missing evidence of a qualified contractor.
- 4 of 11 contracts/purchases were missing evidence of bid/performance bonds.
- 11 of 11 contracts/purchases were missing evidence of current insurance.
- 7 of 11 contracts/purchases were missing evidence of a notice to proceed.
- 11 of 11 contracts/purchases were missing evidence of federal disbarment review.

Context: This matter relates to contractual and procurement issues that could place PHA assets at risk with regards to future contract awards and operations. We recommend that the PHA review and update their procurement policy to prevent recurrence of the above-cited deficiencies.

Effect: Inconsistent application of operating policies can lead to potential liability issues, disallowed costs and non-compliance.

Cause: Lack of uniform application of agency policies and procedures. The Authority uses blanket purchase orders rather than formal contracts for all contractors during the year. There was no proof of RFPs or advertising where applicable. There was also no proof of insurance or notices to proceed in the contract files. We would recommend that the Authority begin a formalized contracting procedure w/ RFPs and advertisements (when applicable), formal contracts, notices to proceed, and progress reports. We also recommend that the Authority begin gathering liability insurance information on each contractor.

Recommendation: The Housing Authority of the City of North Las Vegas needs to review its vendor selection policy and update its operating procedures that relate to bid awards and procurement. Any policy changes and bid awards should continue to be approved by the Board of Commissioners and, upon adoption, be distributed to all departments. In addition, competitive bidding results, evidence of Davis-Bacon compliance, insurance, non-collusive affidavits, and other required documentation should be maintained in all contract files to ensure compliance with all State and Federal regulations.

PHA Reply (Corrective Action Plan): Effective July 1, 2008, the Public Housing Program was being managed by The Housing Authority of The City of Las Vegas (HACLV). In addition, the Housing Choice Voucher Program was transferred to HACLV during February 2009. As a result, all Federal programs are now either managed or controlled by HACLV. In addition, the Board of Commissioners of the Housing Authority of the City of North Las Vegas will adopted the HACLV's procurement policy as part of the Agency Plan effective April 11, 2009.

Contact Person: Frederick Haron, Director of Finance, Housing Authority City of Las Vegas (702)922-7020.

Anticipated Completion Date: June 30, 2009

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Cont'd)
FOR THE YEAR ENDED JUNE 30, 2008

Section II – Financial Statement Findings

Finding 2008-04 Deficiencies related to Controls over Notes Receivable related to the sale of Desert Mesa Non-Federal Program

Condition: A review of subsequent activity revealed that during the audit period, the purchaser of the Desert Mesa Property defaulted on terms regarding the repayment of the $1.9 million seller carry back outside of escrow of Notes Receivable that were to occur as lots of the development were sold .

Context: As part of its non-HUD business activities On December 19, 2006, the Housing Authority of the City of North Las Vegas completed the sale of the Desert Mesa subdivision to Desert Mesa I LLC, a Nevada Limited Liability Company. The terms of the sales agreement included the payoff of the Nevada State Bank loans, the payoff of outstanding liens on the property, and a seller carry back of $1,900,000 which was anticipated to be repaid by Desert Mesa I LLC as units are sold. As of June 30, 2007, the entire $1,900,000 was outstanding as the first payment was not due until fiscal year 2008. Thirty-six payments were scheduled to be made in quarterly amounts of $52,777.78 that begin on December 19, 2007. The Note was to be considered interest free as long as payments are made into the escrow account on a timely basis. Since Desert Mesa I LLC failed to remit their initial payment as required, interest has been accruing on the outstanding balance at a rate of 2.0 percent above prime rate. As of June 30, 2008, this balance outstanding was $2,080,437. In addition, a review of subsequent activity revealed that according to records recorded on November 20, 2008 by the Clark County tax assessor, 31 of the 126 lots were sold for $1,000,000. As of March 31, 2009, the Housing Authority of the City of North Las Vegas has received none of these proceeds. Since the sale of these lots represents approximately 25% of the total project, an allowance for doubtful accounts in the amount of $520, 109 has been recorded to recognize the loss of underlying available assets to facilitate repayment.

Effect: The inability to collect these outstanding amounts owed could seriously jeopardize the financial viability of the Housing Authority.

Cause: There appears to be no tracking mechanism in place to guarantee that repayment of these escrow amounts will occur.

Recommendation: The Housing Authority of the City of North Las Vegas needs to aggressively pursue collection of all amount owed and needs to take whatever legal measures are available to protect their interests. This should include legal action against Desert Mesa LLC and if possible attachment of a lien on the remaining 95 lots to protect the Housing Authority's interest in the development.

PHA Reply (Corrective Action Plan): The Housing Authority of the City of North Las Vegas will pursue all available legal measures to protect the Housing Authority's financial interests in the Desert Mesa development.

Contact Person: Gregory Rose, North Las Vegas Housing Authority-Agent, (702) 633-1004.

Anticipated Completion Date: Ongoing

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Finding 2008-01 Tenant File Maintenance Deficiencies ***CFDA #14.850***
Material Weakness and Non-compliance

Please refer to detail presented in Section II

Finding 2008-02 Housing Choice Voucher Program Deficiencies ***CFDA #14.871***
Material Weakness and Non-compliance

Please refer to detail presented in Section II

Finding 2008-03 Procurement Deficiencies
CFDA #14.850 & 14.872

Please refer to detail presented in Section II

GENERALCOMMENTS

1. **PHAS** – The PHA was designated troubled by HUD during the audit period as a result of the Housing Authority's Management Assessment System certification for the year ended June 30, 2007 as a result of a sub-standard Physical Inspection as a result of point reductions related to the condition of the units. In response to these deficiencies the Authority emptied Casa Rosa in October 2008 and has plans to demolish these units. The City of North Las Vegas has earmarked $650,000 of Federal Stimulus Program grant funding to assist with the relocation and demolition of these units.

2. **Budgeted Salaries** - During our review of budget controls, we noted that several employees were significantly over budget with regards to salary expense. This was due to promotions; employees working out of salary class, resulting in wage increases; as well as much overtime necessitated by staff changes. An inquiry of staff revealed that no budget revision was completed to reflect the new salary amounts. We recommend that in the future, the PHA provide budget revisions to the Board of Commissioners to adequately document any significant variances from the previously approved budget. A review of subsequent activities revealed that the Housing Authority of the City of Las Vegas will continue providing this information on a monthly basis in their capacity as management agent.

3. **Due from Related Party (Yale/Keyes)** - Amount due from Yale/Keyes as of June 30, 2008 was $ 269,188.97. A review of activities reveals that cash flow is not sufficient at this time to insure that the balance can be paid in FY2009. Accordingly, these amounts are classified as a long-term receivable. While $182,993.50 of this amount has already been formalized in the form of a long-term note receivable, we recommend that the PHA formalize an additional note for the remaining balance.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

SUPPLEMENTAL INFORMATION

FOR THE FISCAL YEAR ENDED JUNE 30, 2008

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2008

	Type	Federal CFDA #	Expenditures
FEDERAL GRANTOR			
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT:			
Public Housing:			
Low Rent Public Housing Program	A - Major	14.850	$ 646,287
Capital Fund Program	A - Major	14.872	437,894
Section 8 Programs			
Housing Choice Voucher Program	A - Major	14.871	10,177,047
TOTAL FEDERAL FINANCIAL AWARDS			$ 11,261,228
Threshold between A & B Programs			$ 337,837

The accompanying notes to the Schedule of Expenditure of Federal Awards are an integral part of this schedule.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2008

NOTE A - BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Housing Authority of the City of North Las Vegas and is presented on the full accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

NOTE B - SUBRECIPIENTS:

The Housing Authority of the City of North Las Vegas provided no federal awards to subrecipients during the fiscal year ending June 30, 2008.

NOTE C - DISCLOSURE OF OTHER FORMS OF ASSISTANCE:

- The Housing Authority of the City of North Las Vegas received no federal awards of non-monetary assistance that are required to be disclosed for the year ended June 30, 2008.
- The Housing Authority of the City of North Las Vegas had no loans, loan guarantees, or federally restricted endowment funds required to be disclosed for the fiscal year ended June 30, 2008.
- The Housing Authority of the City of North Las Vegas maintains the following limits of insurance as of the report date:

Property – including Boiler & Machinery	$ 38,020,099
Liability	$ 2,000,000
Commercial Auto	$ 2,000,000
Worker Compensation	Statutory
Fidelity & Crime	$ 50,000
Theft	$ 10,000

Settled claims have not exceeded the above commercial insurance coverage limits over the past three years.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

SUPPLEMENTAL INFORMATION AND SPECIAL REPORTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2008

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

SCHEDULE OF CAPITAL FUND GRANT COSTS - UNCOMPLETED
JUNE 30, 2008

Annual Contributions Contract SF-415

PHASE NV39P007501-05

1. The Modernization Costs of Phase NV39P007501-05 are as follows:

Funds Approved	$ 369,539
Funds Expended	347,034
Excess / (Deficiency) of Funds Approved	$ 22,505
Funds Advanced	$ 363,095
Funds Expended	347,034
Excess / (Deficiency) of Funds Advanced	$ 16,061

2. Audit period additions were $54,629 and accordingly were audited by Rector, Lindsay & Reeder, P.C.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

SCHEDULE OF CAPITAL FUND GRANT COSTS - UNCOMPLETED
JUNE 30, 2008

Annual Contributions Contract SF-415

PHASE NV39P007501-06

1. The Modernization Costs of Phase NV39P007501-06 are as follows:

Funds Approved	$ 456,351
Funds Expended	214,435
Excess / (Deficiency) of Funds Approved	$ 241,916
Funds Advanced	$ 214,264
Funds Expended	214,435
Excess / (Deficiency) of Funds Advanced	$ (171)

2. Audit period additions were $195,236 and accordingly were audited by Rector, Lindsay & Reeder, P.C.

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

SCHEDULE OF CAPITAL FUND GRANT COSTS - UNCOMPLETED
JUNE 30, 2008

Annual Contributions Contract SF-415

PHASE NV39P007501-07

1. The Modernization Costs of Phase NV39P007501-07 are as follows:

Funds Approved	$	483,351
Funds Expended		188,029
Excess / (Deficiency) of Funds Approved	$	295,322
Funds Advanced	$	116,956
Funds Expended		188,029
Excess / (Deficiency) of Funds Advanced	$	(71,073)

2. Audit period additions were $188,029 and accordingly were audited by Rector, Lindsay & Reeder, P.C.

Procurement Plan:

All procurement for Public Housing activities will be conducted using the procedures outlined by the Housing Authority of the City of Las Vegas (revised 9/12/2007). A copy of this information has been attached.

PROCUREMENT POLICY
OF THE
HOUSING AUTHORITY
OF THE
CITY OF LAS VEGAS

Revised September 12, 2007

HOUSING AUTHORITY OF THE CITY OF LAS VEGAS
PROCUREMENT POLICY

Established for the Housing Authority of the City of Las Vegas, Nevada (HACLV), by action of the (HACLV) Board of Commissioners (Board) on September 12, 2007. This Procurement Policy complies with HUD's Annual Contribution Contract (ACC), HUD Handbook 7460.8 (REV-2), "Procurement Handbook for Public Housing Agencies," the procurement standards of 24 CFR 85.36, and the applicable Nevada Revised Statutes (NRS). Generally, in the case of any discrepancy between any requirements contained in any of the above, the (HACLV) shall comply with the "most stringent" requirement.

I. GENERAL PROVISIONS

A. Purpose: The purpose of this procurement statement is to: provide for the fair and equitable treatment of all persons of firms involved in purchasing by the (HACLV); assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the (HACLV); promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that the HACLV's purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

B. Application: This statement of procurement applies to all contracts for the procurement of supplies, services, and construction entered into by the HACLV after the effective date of this Statement. It shall apply to every expenditure of funds by the HACLV for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this statement shall prevent the HACLV from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. The term "procurement," as used in this Statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

C. Public Access to Procurement Information: Procurement information shall be a matter of public record to the extent provided for in any applicable Federal, State, or local laws or codes and shall be available to the public as provided in such statutes.

II. PROCUREMENT AUTHORITY, ADMINISTRATION, AND APPROVAL

A. Authority: All procurement transactions shall be administered by the Contracting Officer (CO), who shall be the Executive Director (ED) or other individual he/she has authorized in writing. The ED shall issue operational procedures to implement this Statement, which shall be based on HUD Handbook 7460.8 (REV-

2). The ED shall also establish a system of sanctions for violations of the ethical standards described in Section IX below, consistent with State law.

B. Administration: The ED or his/her designee shall ensure that:

1. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;
2. Contracts and modifications are in writing, clearly specifying the desired supplies, services or construction, and 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, the basis for the contract price;
3. For procurements other than small purchases, a minimum of 15 days from the date of public notice is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;
4. 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;
5. An independent cost estimate is prepared before solicitation issuance 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;
6. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract awarded is made to the offeror whose proposal offers the greatest value to the HACLV, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within 10 days after a final decision is made as to contract award; the Indefinite Quantity Contract type is prohibited unless a minimum and maximum quantity is clearly stated therein;
7. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted; and
8. The HACLV complies with applicable HUD review requirements, as provided in the operational procedures supplementing this Statement.

C. Approval: This Statement and any later changes shall be submitted to the Board for approval. The Board appoints and delegates procurement authority to the ED and is responsible for ensuring any procurement policies adopted are appropriate for the HACLV. Accordingly, the ED or his/her designee is authorized by the Board to approve purchases and/or contracts of $50,000 or less (either as a single contract or in the aggregate) as he/she deems is in the best operating

interests of the HACLV, and, the Board must give prior approval to all purchases/contracts, and contract amendments/modifications over $50,000.

Additionally, the ED or his/her designee is authorized by the Board to approve change orders and contract amendments/modifications up to his/her purchasing authority (or $50,000), either as a single action or in the aggregate. The ED must seek prior approval from the Board for all changes/modifications exceeding this limit

The ED or his/her designee is authorized by the Board to approve time extensions as he/she deems is in the best operating interest of the HACLV.

III. PROCUREMENT METHODS

A. Selection of Method: If it has been decided that the HACLV will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.

1. Purchases of $50,000 or greater: All purchases and contracts with a value of $50,000 or greater shall be completed only pursuant to one of the following methods:

   a. Sealed Bid (IFB);
   b. Competitive Proposal (RFP/QBS);
   c. Similar process (IFB, RFP, QBS) conducted by another governmental agency;
   d. Justified Single- or Sole-Source.

B. Small Purchase Procedures:

1. **General:** Any contract not exceeding $50,000 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 VIII of this Policy).

2. **Petty Cash Purchases:** Small purchases of $100 or less, which can be satisfied by local sources, may be processed through the use of a petty cash account. The CO shall ensure that: The account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one week); security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of a voucher to the HACLV's finance officer; and, the account is periodically audited by the finance officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

3. **Micro Purchases of *$2,000* or Less:** For small purchases $2,000 or less, only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order. Nothing herein prevents the HACLV from conducting a competitive process for purchases $2,000 or less.

4. **Small purchases of $2,001 to less than $50,000 *(Request For Quotations, RFQ):*** For small purchases in excess of $2,001 but less than $50,000, no less than three offerors shall be solicited to submit price quotations, which shall be obtained 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, date and amount of each quotation shall be recorded and maintained in an IT system as a public record (unless otherwise provided in State or local law).

C. **Sealed Bids:**

1. **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. However, the HACLV may reject any bid based on that contractor's past performance (i.e., contract performance and/or quality of work), as long as the HACLV has adequate and appropriate documentation within the files justifying such action. Sealed bidding is the preferred method for construction procurement. For procurements under the Capital Fund Program (CFP), or any construction related federal grant, sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional service contracts, sealed bidding should not be used.

2. **Solicitation and Receipt of Bids:** An Invitation For Bids (IFB) shall be issued including specifications and all contractual terms and conditions applicable to the procurement, including a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB. The IFB 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.

3. **Bid Opening and Award:** Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. Award shall be made as provided in the IFB by written notice to the successful bidder (lowest responsive and responsible bidder). If equal low bids are received from responsible bidders, awards shall be made by drawing lots or similar random method, unless otherwise provided in State or local law and stated in the IFB. 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.

4. **Mistakes in Bids:**

   a. 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 IFB 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 non-judgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a non-judgmental 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.

   b. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the CO. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the HACLV or fair competition shall be permitted.

5. **Bonds:** In addition to the other requirements of this Statement, the following requirements apply:

   a. For construction contracts exceeding $50,000, other than those specified in 5b and 5c below, contractors shall be required to submit the following, unless otherwise required by State or local laws or regulations:

      (1) A bid guarantee for 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:

(a) A performance and payment bond for 100% of the contract price; or

(b) A 20% cash escrow; or

(c) A 25% irrevocable letter of credit.

c. In the case of construction under the Capital Fund Program (CFP), or any construction-related federal grant, for any construction-related contract over $50,000, 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:

(a) A performance and payment bond for 100% of the contract price; or

(b) A separate performance and payment bonds, each for 50% or more of the contract price;

(c) A 20% escrow; or

(d) A 25% irrevocable letter of credit.

D. Competitive Proposals:

1. **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 HACLV determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited, including all firms listed on the HACLV 's bidder's list that have so stated an interest in responding to such solicitations issued by the HACLV; and in any case, it shall be the goal of the HACLV for each such solicitation to receive at least 3 proposals in response.

2. **Solicitation:** The Request For Proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. A mechanism for fairly and thoroughly evaluating the technical and price

proposals shall be established before the solicitations 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 RFP.

3. **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 advising 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.

4. **Award:** After evaluation of proposal revision, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the HACLV (the top-rated responsive and responsible proposer).

5. **Architect/Engineer Services (Qualifications-Based Selection, QBS):** Pursuant to NRS 625.530, all architect/engineer services shall be procured on the basis of the competence and qualifications of the architect/engineer and not on the basis of competitive fees. Under the QBS method, the proposer's 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. QBS procedures shall not be used to purchase other types of services (i.e., construction contracts) even though architect-engineer firms are potential sources.

E. Noncompetitive Proposals:

1. **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:

   a. The item is available only from a single source, based on a good faith review of available sources;

b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the HACLV, 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;

c. HUD authorizes the use of noncompetitive proposals; or

d. After solicitation of a number of sources, competition is determined inadequate.

2. **Justification:** Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the CO.

3. **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 paragraph III.F., below.

F. **Independent Cost Estimate; Cost and Price Analysis:**

1. **Independent Cost Estimate:** As detailed within the HACLV's set procedures, an independent cost estimate (ICE) shall be conducted for each procurement action. As a part of the Cost or Price Analysis the ICE shall be compared to the proposed costs to ensure that such costs are appropriate.

2. **Cost and Price Analysis, General:** A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.

3. **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 HACLV (e.g., when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:

a. A cost breakdown showing projected costs and profit;

b. Commercial pricing and sales information, sufficient to enable the HACLV 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

c. Documentation showing that the offered price is set by law or regulation.

4. **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 HACLV shall have a right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately.

   Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principals (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the HACLV shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of sub-contracting, the quality of past performance, and industry profit rates in the area for similar work.

5. **Price Analysis:** A comparison of prices shall be used in all cases other than those described in Paragraph III.F.3. above.

G. **Cancellations of Solicitations:**

1. An RFQ, IFB, RFP, QBS, or other solicitations may be canceled before offers are due if: The HACLV no longer requires the supplies, services or construction; they 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.

2. A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the HACLV; prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the HACLV.

3. 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.

4. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

5. If all otherwise acceptable bids received in response to an RFQ or IFB are at unreasonable prices, or only one bid is received and the price is unreasonable, the HACLV shall cancel the solicitation and either:

   a. Re-solicit using an RFP; or

   b. Complete the procurement by using the RFP method following paragraphs III.D.3. and III.D.4. above (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following paragraph III.E.2. above (when only one bid is received at an unreasonable price); provided that the CO determines in writing that such action is appropriate, all bidders are informed of the HACLV 's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

H. **Cooperative Purchasing:**

1. **State and Local Government Contracts:** Pursuant to Chapter 14 of HUD Procurement Handbook 7460.8 (REV-2) and NRS 332.195, the HACLV may enter into State and local intergovernmental agreements to purchase or use common goods and services or to make purchases directly from appropriate contracts issued by other governmental agencies. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the ensuing purchase document (contract or agreement) shall stipulate who is authorized to purchase on behalf of the HACLV and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions, including a "not to exceed" amount. The HACLV is encouraged to 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. **General Services Administration (GSA) Contracts:** Pursuant to 48 CFR Chapter 5 and NRS 332.115(m), the HACLV may procure from GSA contracts in lieu of conducting further competition, as long as all related requirements (e.g., Board approval; cost and/or price analysis; etc.) are complied with.

IV. CONTRACTOR QUALIFICATIONS AND DUTIES

A. **Contractor Responsibility:** Procurement 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. Before awarding a contract, the HACLV shall review the 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 Non-procurement 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. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

B. **Suspension and Debarment:** Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the HACLV in its business dealings.

1. The Purchasing Manager shall ensure that the staff person preparing the contract shall, pursuant to the set procedure, enter the contractor information into the applicable GSA website, print the resulting information and place such within the applicable contract file, thereby insuring that the contractor is not listed on that site as debarred or suspended.

2. Similarly, the Purchasing Manager shall ensure that the staff person preparing the contract shall, pursuant to the set procedure, check the applicable HUD Limited Denial of Participation (LDP) website, print the resulting information and place such within the applicable contract file, thereby insuring that the contractor is not listed on that site as having a limited denial of participation.

C. **Qualified Bidder's List:** Interested businesses shall be given an opportunity to be included on 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.

V. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

A. **Contract Types:** Any type of contract which is appropriate to the procurement and which will promote the best interests of the HACLV 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 HACLV's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms Subpart 31.2 of the Federal Acquisition Regulation (FAR), found in 48 CFR Chapter 1). 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.

B. 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 HACLV; (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 HACLV than conducting a new procurement.

C. 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 24 CFR 85.36 (i), such as the following:

1. Termination for convenience;
2. Termination for default;
3. Equal Employment Opportunity;
4. Anti-Kickback Act;
5. Davis-Bacon Act;
6. Contract Work Hours and Safety Standards Act, reporting requirements;
7. Patent rights;
8. Rights in data;
9. Examination Of records by Comptroller General, retention of records for three years after closeout;
10. Clean air and water;
11. Energy efficiency standards;
12. Bid protests and contract claims;
13. Value engineering; and
14. Payment of funds to influence certain Federal Transaction.

The operational procedures required by Paragraph II.A. of this statement shall contain the text of all clauses and required certifications (such as required non-collusive affidavits) used by the HACLV.

D. **Contract Administration:** A contract administration system designed to ensure that contractors perform in accordance with their contracts shall be maintained.

The operational procedures required by Paragraph II.A. above shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts and similar matters. For cost reimbursement contracts with commercial firms, costs are allowable only to the extent that they are consistent with the cost principles in FAR Subpart 31.2.

Within 60 days of the completion of all work included in a contract the contractor will be given a list of required items necessary to close that contract and receive final payment. The contractor will have no more than 60 days from the receipt of the notice to respond with the required items. After the 60-day period the HACLV will advertise for 3 consecutive days its intent to close the contract. Immediately after the first advertisement date there will be a 30-day wait period for anyone that may have an interest in the contract to file a claim with the HACLV. After the end of the 30-day wait, the HACLV will pay valid claims against the contract, the contract will be closed, and no further payments will be made to the contractor (and the contractor shall have no right to appeal after the 30-day wait period for interested parties to file a claim with the HACLV). Any funds remaining from that contract will be reprogrammed back into the respective budgets.

VI. SPECIFICATIONS:

A. **General:** All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the HACLV '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 (but see Section VIII below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

B. **Limitation:** The following specifications 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 HACLV 's

needs); 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 HACLV's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

VII. APPEALS AND REMEDIES:

A. **General:** It is the HACLV's policy to resolve all contractual issues informally at the PHA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the PHA level. When appropriate, the HACLV 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 HACLV to review a complaint or protest.

B. **Bid Protests:** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. 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 10 calendar days after receipt of notification of contract award or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or designee, who shall issue a written decision on the matter. The CO may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

C. **Contract Claims:** All claims by a contractor relating to performance of a contract shall be submitted in writing to the CO or designee for a written decision. The contractor may request a conference on the claim. The CO's decision shall inform the contractor of its appeal rights to a higher level in the HACLV, such as the ED or a Procurement Appeals Board, if established.

VIII. ASSISTANCE TO SMALL AND OTHER BUSINESS

A. **Required Efforts:** Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the HACLV shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of the HACLV development are used when possible. Such efforts shall include, but shall not be limited to:

1. Including such firms, when qualified, on solicitation mailing lists;

2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

6. 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 project 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 project, as described in 24 CFR 135; 9-1 requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above in this section (1-6).

   Goals may be established by the HACLV periodically for participation by small businesses, minority-owned businesses, women's business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of the project in the HACLV 's prime contracts and subcontracting opportunities.

B. Definitions:

1. A small business is defined as a business, which 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 HACLV determines that their use is inappropriate.

2. 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.

3. 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.

HACNLV
Housing Authority of the City of North Las Vegas
FOCUSED ON A BRIGHTER FUTURE

HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
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COMMISSION
William Robinson
Chairman

Gregory E. Rose
Agent

CERTIFIED MAIL

September 1, 2009

Mr. Stephen Schneller, Director
Office of Public Housing
U.S. Department of Housing & Urban Development
600 Harrison Street, 3rd Floor
San Francisco, CA. 94107-1387

ATTN: Norma Penamente, Public Housing Facilities

Subject: Agency Plan FY 2009 – Amendment No. 1

Dear Mr. Schneller:

Please note that Amendment No. 01 to our Annual Agency Plan for FFY 07 has been issued in an effort to clarify the following:

- **Section 10 – Demolition/and or Disposition:** This information has been changed to reflect more realistic timelines for these actions. This was an oversight by staff in the development/revision of the Annual Plan.

Should you have any questions regarding this submission, please contact Amparo Gamazo, Development/Modernization Director at (702) 922-6071 or Michelle Bailey-Hedgepeth at (702) 633-1178.

Sincerely,

Gregory E. Rose
Agent

Attachment

cc: Leslie Ciski, HUD Las Vegas
Amparo Gamazo, HACNLV
HACNLV Board
Michelle Bailey-Hedgepeth, City of North Las Vegas

Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development Name: Casa Rosa 1b. Development (project) Number: NV39P07004
2. Activity Type: Disposition/Demolition
3. Application Status: Submitted, Approved
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 101 6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: May 1, 2009 b. Projected end date of activity: March 1, 2010

Demolition/Disposition Activity Description
1a. Development Name: Rose Garden 1b. Development (project) Number: NV39P07003
2. Activity Type: Disposition/Demolition
3. Application Status: Submitted, pending approval
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 120 6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: February 1, 2009 b. Projected end date of activity: June 1, 2011

Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development Name: Casa Rosa 1b. Development (project) Number: NV39P07004
2. Activity Type: Disposition
3. Application Status: Submitted, pending approval
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 87 6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: May 1, 2009 b. Projected end date of activity: June 30, 2009
Demolition/Disposition Activity Description
1a. Development Name: Casa Rosa 1b. Development (project) Number: NV39P07004
2. Activity Type: Demolition
3. Application Status: Submitted, Approved
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 87 6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: May 1, 2009 b. Projected end date of activity: June 30, 2009
Demolition/Disposition Activity Description
1a. Development Name: Rose Garden 1b. Development (project) Number: NV39P07003
2. Activity Type: Disposition
3. Application Status: Submitted, pending approval
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 120 6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: February 1, 2009 b. Projected end date of activity: June 30, 2009
Demolition/Disposition Activity Description
1a. Development Name: Rose Garden 1b. Development (project) Number: NV39P07003
2. Activity Type: Demolition
3. Application Status: Submitted, pending approval
4. Date application approved, submitted, or planned for submission: 10/30/2008
5. Number of units affected: 87 6. Coverage of action: Total Development
7. Timeline for activity: a. Actual or projected start date of activity: February 1, 2009 c. Projected end date of activity: June 30, 2009