

5-Year PHA Plan (for All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																				
A.1	<p>PHA Name: Southern Nevada Regional Housing Authority PHA Code: NV-18</p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2017 PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p>Availability of Information. <u>SUMMARY OF RESIDENT/STAFF/PUBLIC CONSULTATION AND INPUT</u></p> <p>The involvement of the residents, staff, and the general public is an important part of the planning process. Since many aspects of the Authority’s operations have a direct effect on both, it is important to involve all stakeholders in strategic planning processes. Meetings with the Resident Advisory Board (RAB) were held to review the plan and solicit input. A complete list of attendees at each meeting is available upon request.</p> <p>The final draft was placed on public display beginning 4/10/2017 coinciding with the first advertisement of the Public Hearing. A copy of the PHA Plan and associated documents were/are available to view a copy on our website www.snvrha.org, Welcome Page, scroll down to Agency Plans section and click on “click here for all Agency Plans” and scroll down to the pdf icon for this plan.</p> <p>The Plan and addendums will also be available at all Public Housing Community Offices as well as in the main lobby areas of SNRHA Administrative Offices located at:</p> <ul style="list-style-type: none"> - Howard Cannon Center at 340 North 11th Street, Las Vegas, NV 89101. - W. F. Cotrell Admin Building at 5390 East Flamingo Rd., Las Vegas, NV 89122. - Housing Programs at 380 North Maryland Pkwy., Las Vegas, NV 89101. <p>The comment period ended with a Public Hearing held at the Howard Cannon Center Board Chambers located at 340 North 11th Street, Las Vegas, NV 89101 on May 24, 2017 at 5:30pm. The written comments either received in writing prior to the Public Hearing or received at the Public Hearing are summarized with a statement of disposition included for each. <i>SEE ATTACHMENT - C</i></p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <i>NOT APPLICABLE</i></p> <table border="1" data-bbox="191 1478 1446 1875"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:											
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B.	5-Year Plan. Required for <u>all</u> PHAs completing this form.
B.1	<p>Mission. To realize its vision Southern Nevada Regional Housing Authority conducts its business in an open manner, soliciting partners who share its values, maintain high standards, are sensitive to cultural meshing, understand the need to provide economic opportunity, and believe in empowering people to achieve self-sufficiency. As a premier leader in Southern Nevada for quality housing for all people, Southern Nevada Regional Housing Authority constantly seeks innovative ways to provide its services and to be a model steward of the public trust.</p>
B.2	<p>Goals and Objectives. SEE ATTACHMENT - A</p>
B.3	<p>Progress Report. SEE ATTACHMENT - B</p>
B.4	<p>Violence Against Women Act (VAWA) Goals. SNRHA shall comply with all requirements of HUD’s VAWA and its amendments. SNRHA goals shall be to increase services through community partnerships to provide services to families (adults and children) impacted by VAWA.</p> <p>SNRHA has formed a partnership with Safe Nest to provide counseling services for residents of public housing. Residents are referred once Management is aware of any type of domestic violence occurring in the household.</p> <p>SNRHA provides VAWA information to all Housing Choice Voucher (HCV) participants at incoming portability briefings, annual briefings, initial briefings, and move briefings. In addition, VAWA information is listed on HCV brochures, correspondences to participants and owners, and is listed on the footer of all HCV forms.</p>
B.5	<p>Significant Amendment or Modification. The Southern Nevada Regional Housing Authority considers the following actions to be Significant Amendments or Modifications:</p> <ul style="list-style-type: none"> - Significant changes to rent or admissions policies or organization of the waiting list with the exception of federally declared disasters. - Additions of non-emergency work items (items not included in the current Annual Statement, five-Year Action Plan, or Physical Needs Assessment) or change in use of replacement reserve funds under the Capital Fund; - Any change with regard to demolition or disposition, designation, homeownership program or conversion activities. <p>Furthermore, the Southern Nevada Regional Housing Authority considers the following actions to be excluded from Significant Amendment or Modifications:</p> <ul style="list-style-type: none"> - The decision to convert to either Project Based Rental Assistance (PBRA) or Project Based Voucher (PBV) Assistance. - Changes to the Capital Fund Budget produced as a result of each approved RAD conversion, regardless of whether the proposed conversion will include use of additional Capital Funds. - Changes to the construction and rehabilitation plan for each approved RAD conversion; and - Changes to the financing structure for each approved RAD conversion. <p>Any substantial deviation from the Mission Statement and/or Goals and Objectives presented in the Five-Year Plan that cause changes in the services provided to residents or significant changes to the Agency’s financial situation will be documented in subsequent Agency Plans.</p> <p>An exception to this definition will be made for any of the above that are adopted to reflect changes in Federal Law or HUD regulatory requirements; such changes will not be considered significant amendments.</p>

B.6	<p>Resident Advisory Board (RAB) Comments. (24 CFR §903.17(a), 24 CFR §903.19)</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. SEE ATTACHMENT - C</p>
B.7	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. SEE ATTACHMENT - D</p>

A

Goals and Objectives.

Five-Year Goal: Expand the supply of Low Income and Affordable housing.

Objectives:

- Apply for additional Housing Choice Vouchers, if funding is announced.
- Develop public/private partnerships to create affordable housing opportunities.
- Utilize SNRHA resources to leverage and encourage new development initiatives.
- Expand homeownership initiatives to SNRHA residents and program participants.

Five-Year Goal: Improve the quality of assisted housing.

Objectives:

- Improve program management and fiscal accountability by utilizing SEMAP and PHAS indicators.
- Increase customer satisfaction.
- The SNRHA will comply with all requirements of HUD's Violence Against Women Act (VAWA) and its amendments. SNRHA goals are to increase services through community partnerships to provide services to families (adults and children) impacted by VAWA.

Five-Year Goal: Increase assisted housing choices.

Objectives:

- Conduct outreach efforts to potential voucher landlords.
- Develop a strong Affirmatively Furthering Fair Housing and Limited English Proficiency Plan.
- Further the development of the Housing Choice Voucher Homeownership Program.
- In keeping with goal two of the southern Nevada Regional Housing Authority's 2010-2015 Strategic Plan, which provides for the improvement of the quality of life for clients, the Southern Nevada Regional Housing Authority has joined the Consortium of the Southern Nevada Regional Plan for Sustainable Development. The plan of the consortium is to ensure that long range land use planning will incorporate principles for transit-oriented development, healthy communities, sustainable design, and promote access to jobs, housing, and services for those traditionally in greatest need. Additionally, Southern Nevada Regional Plan for Sustainable Development will provide employment for up to three Residents in the planning stages of the project for data collection.

Five-Year Goal: Improve marketability of SNRHA owned units.

Objectives:

- Enhance and maintain site appearance to increase curb appeal
- Provide amenities and services to compete with private sector property owners to the extent that budgets permit
- Further develop partnerships with law enforcement agencies to provide a safe living environment.

Five-Year Goal: Promote self-sufficiency and economic independence of assisted households.

Objectives:

- Increase the number and percentage of employed program participants
- Further develop and enhance educational opportunities and prevention programs for youth
- Increase partnerships in the community
- Conduct resident rights & responsibilities training
- Provide and attract supportive services to increase program participant's employability through job training and educational opportunities.
- Provide public/private partnerships to further enhance resident initiatives at no cost to the agency through fund raising and grant application submission.
- Promote homeownership opportunities through the Scattered Site Homeownership Program, the Housing Choice Voucher Program, and the supportive service program for potential home buyers.

Five-Year Goal: Increase affordable housing resources.

Objectives:

- Develop a detailed plan for Replacement Housing Fund.
- Continue to identify partners for affordable housing development.
- Explore the opportunity for conversion of assistance from unit-based to tenant-based. Consider a conversion Plan.
- Increase affordable housing in Southern Nevada by utilizing BLM Land to develop mixed income, mixed use properties using various financial strategies (i.e.: tax credit, bonds, project based section 8).

B

Progress Report.

Five-Year Goal: Expand the supply of Low Income and Affordable housing.

SNRHA will continue to explore and implement various models of mixed-financing with innovative partnerships to assist with the re-development and/or modernization of public housing developments. Options will include but not be limited to HOPE VI, Choice Neighborhood Initiatives (CNI), Rental Assistance Demonstration (RAD) Program, Capital Fund Financing (CFFP), Low Income Housing Tax Credits (LIHTC), various bonds types and other leveraging options as identifies in HUD's Transforming Public Housing plan.

SNRHA will continue to explore opportunities of various types of bond issuance.

In 2014 the City of North Las Vegas as the Lead applicant and the SNRHA as the co-lead applicant submitted a Choice Neighborhood Initiative (CNI) Panning Grant. The CNI award letter was received January 2015 through the Department of Housing and Urban Development in the amount of \$485,000. The money was used to prepare a Transformation Plan to revitalize North Las Vegas Urban Core Neighborhood, which includes the Rose Gardens Senior Public Housing and Buena Vista Springs communities. CNI Transformation Plan was submitted February 2017 and is currently under review by HUD.

The SNRHA, in partnership with City of North Las Vegas, is planning to submit in upcoming years a CNI Implementation grant application to revitalize and address the redevelopment needs of the North Las Vegas Urban Core Neighborhood, which includes the Rose Gardens Senior Public Housing and Buena Vista Springs communities.

The SNRHA will continue to explore CNI planning as well as, implementation grant to address some of the redevelopment needs of the neighborhood of Sherman Gardens, Sherman Gardens Annex and Villa Capri sites.

The SNRHA is planning to submit in upcoming years a tax credit application to develop Phase II of Bennett Plaza and may utilize Replacement Housing Factor (RHF) Funds, adding 35 additional public housing units. The SNRHA may self-develop or partner with a developer for this project.

Under the Rental Assistance Demonstration the SNRHA converted the following properties;

2014: Landsman Gardens a 100-unit family public housing development in the Valley View neighborhood of Henderson, Nevada converted to Project Based Section 8. Landsman Gardens is the first FHA-financed project in the nation to close under the Rental Assistance Demonstration (RAD) program. Construction was completed December 2014 and 100% units lease-up as of March 2015.

2016: Vera Johnson Manor B ("Vera B") a 112-unit family public housing development located in City of Las Vegas, Nevada converted to Project Based Section 8. Vera B initially closed in 2015 as a Mixed Finance Transaction. The construction was completed May 2016 and 100% units lease-up as of June 2016. Vera B converted after construction completion to RAD 104 public housing units in November 2016. The SNRHA partnered with Nevada HAND for this project.

The SNRHA in March 2015 submitted a RAD application for Biegger Estates (AMP 406)–and received a Conditional Housing Assistance Payment (CHAP) agreement in July 2015. The SNRHA submitted in May 2015 a 9% Tax Credit Application for the Rehabilitation of all 119 units at this site and received an allocation in July 2015. Financing closed May 2016. Construction is scheduled in phases with an estimated completion within 13 months from the notice to proceed date or June 2017. Project is under construction and on tract for construction completion July 2017. SNRHA self-developed this project.

Additionally, in March 2015 the SNRHA submitted a RAD application for Rose Gardens and received a Conditional Housing Assistance Payment (CHAP) agreement in July 2015. SNRHA also submitted in FY 2016 a Bond/4% Tax Credit Application for the Re-development of all 120 units (on-site or off-site). The project has received HOME Funds allocation in the amount of \$1MIL from Clark County and \$500K from City of North Las Vegas. Financing closing is anticipated for May 2017 with a construction completion of July 2018. SNRHA partnered with Nevada HAND for this project.

In 2015 SNRHA also submitted a RAD portfolio application for several of their public housing inventory.

- First Group includes: 1) Otto Merida (AMP405), 2) Lubertha Johnson (AMP401), 3) Bennett Plaza (AMP401), 4) Espinoza Terrace (404), 5) Hullum Homes (AMP407), 6) Jones Gardens (AMP407), 7) Sartini Plaza (AMP402) & 8) Sartini Annex (AMP402), 9) Archie Grant (South Parcel) (AMP401) and 10) Ernie Cragin Terrace (AMP406) totaling 844 public housing units.
- Second Group includes: 1) Schaffer Heights (AMP404), 2) Aida Brents (AMP403), 3) Levy Gardens (403), 4) James Down Towers (AMP402), 5) Hampton Court (AMP404), 6) Simmons (AMP406) and 7) Sherman Gardens Annex (AMP408) totaling 564 public housing units.
- The RAD portfolio is pending HUD review and issuance of Commitment to enter into a Housing Assistance Payment contract (CHAP) for the First Group 1.

In 2015 SNRHA submitted Espinoza Terrace (AMP 404) as part of the First Group of its RAD portfolio application. The CHAP was received March 2017. The SNRHA is planning to submit in FY 2017 a 9% Tax Credit Application for the Re-development of all 100 senior units. The project has received HOME Funds allocation in the amount of \$1MIL from Clark County and \$750K from City of Henderson. Financing closing is anticipated March 2018 with a construction completion of April 2019. The SNRHA will self-develop this project.

Additionally, in 2016 SNRHA submitted a Mixed Finance application for Vera Johnson Manor A (AMP 406). SNRHA also submitted in FY 2016 a 9% Tax Credit Application and received the allocation for the Re-development of all 76 units. Financing closed March 27, 2017 with a construction completion of April 2018. SNRHA will self-develop this project.

Enhance SNRHA's Scattered Site Homeownership Program as lender options are available.

SNRHA jointly with the City of Las Vegas will continue evaluating the future of the three vacant lots located in the general area of Bonanza and 28th Street [former public housing Ernie Cragin Terrace (ECT) Sites NV209, NV210 & NV213] and the proposed use to improve marketability of future housing in this area of the City.

In 2010, SNRHA contracted with The Calida Group, Lucchesi Galati Architecture and ESG Construction to prepare a master plan for the redevelopment of the Ernie Cragin Terrace (ECT) sites. The Plan included between 325 and 390 units of housing, primarily rental, in a variety of configurations (detached, semi-detached, row-house and low-rise elevator). The Plan also included between 20,000 and 25,000 square feet of commercial development along Bonanza Road and 45,000 square feet of public facilities along the northern and southern boundaries of the plan area.

While the real estate market in 2010 was not strong enough to support this vision for a mixed-use, mixed-income development project, the physical plan sections of the ECT Master Plan provide a good roadmap for a comprehensive revitalization of this neighborhood including areas of mixed-use, a variety of housing/building types, energy efficiency, green building, New Urbanism and live/work communities and improvements to educational and public facilities.

For the past years the City of Las Vegas has been looking at the viability of building the public facilities as proposed in the master plan. Currently the city is exploring the possibility of building the park with soccer fields as proposed for Parcel 3 [28th Street & Cedar]. The Library District in partnership with the city completed a land swap with the SNRHA vacant parcel located at 28th Street & Bonanza (Parcel 2) and Library District vacant parcel located at 28th and Sunrise in July 2016.

SNRHA also owns several other acres of vacant land across the Las Vegas Valley; some are good candidates for new mixed-income and replacement housing. A number of parcels are also the sites of former public housing that has been demolished. SNRHA continues to evaluate best and final use for these assets including redevelopment and/or sale and/or lease of some of these vacant properties in order to bolster finances of the agency. SNRHA is also considering the sale or lease of approximately 1 acre of vacant land at the corner of Bonanza and Honolulu Street for future commercial use.

Five-Year Goal: Improve the quality of assisted housing.

The Authority's other modernization activities are addressing necessary work items in order of priority as established in the Capital Plan.

SNRHA will develop customer service surveys and analyze them to develop proactive measures.

SNRHA continues implementing the approved 5-Year Strategic plan.

SNRHA has introduced a training model to all agency staff designed to improve customer satisfaction.

Five-Year Goal: Increase assisted housing choices.

The Authority sold Fifty seven (57) public housing scattered site units under its Public Housing Homeownership Program in FY03, FY04, FY05, FY06, FY07, FY08, and FY2012. Additionally, forty-six (46) Section 8 Housing Choice Voucher Homeowners are under contract.

Five-Year Goal: Improve marketability of SNRHA owned units.

The Capital Fund Program continues to include other provisions that are aimed to increase the marketability of Authority-owned units. Non-viable units and developments are identified and continue to be revitalized through various approaches.

Where marketability cannot be achieved; the Authority is requesting approval for the demolition of units and/or identifying other sources of funding to accommodate the capital needs.

Updated Physical Needs and Portfolio Assessment to identify current capital improvement needs.

SNRHA will seek HUD approval to implement a Force Account to perform vacancy reduction duties as well as select other capital improvement duties. The initiative will reduce the need for contractors; create new jobs of which one or more qualified residents may be hired to promote economic self-sufficiency.

The SNRHA may outsource certain programs elements for agency sustainability including but not limited to:

- HQS Inspections
- Selected Public Housing Property Management.

The SNRHA will ensure that Executive Order 13495, "No displacement of Qualified Workers Under Service Contracts" signed by President Obama on January 2009, will be followed if any programs are outsource requiring that qualified workers on a Federal service contract who would otherwise lose their job as a result of the completion or expiration of a contract be given the right of first refusal for employment with the successor contractor. Generally, the successor contractor may not hire any new employees under the contract until this right of first refusal has been provided. The equal opportunity applies to a successor contract for the performance of the same or similar services at the same location.

Five-Year Goal: Promote self-sufficiency and economic independence of assisted households.

As of February 28, 2017, the FSS program had 91 mandatory slots. All other slots are voluntary.

The Authority continues to develop partnerships with local service providers, training resources and educational institutions with the goal of making self-sufficiency available to all residents and participants. Year to date, we have established partnerships with a total of 135 community service providers. Commitments with these organizations are established either verbally or through MOU's.

The Authority has two homeownership programs under the Housing Choice Voucher and Public Housing Programs; each program continues to assist low-income families reach the dream of owning a home of their own.

SNRHA expects to expand its Community Partners program with public, private, and faith-based agencies.

SNRHA entered into Memorandum of Understanding offering public housing units and/or turnover vouchers with recognized homeless shelter providers who provide supportive services for the homeless in efforts to eliminate homelessness in the Southern Nevada Region.

Five-Year Goal: Increase affordable housing resources.

SNRHA Continues to evaluate its portfolio for redevelopment opportunities.

SNRHA conducted a PNA and will develop a consolidated plan to identify sites for modernization, upgrades, and improvements.

SNRHA continues implementing the approved 5-Year Strategic Plan.

Continue updating the detailed plan for replacement Housing fund.

Identify method to leverage funding resources; including using up to the allowable 20% of HCV tenant based vouchers, for project based, starting in 2014 or as they become available. SNRHA may Project Base up to 20% of its Vouchers. The general locations for future projects will be outside of areas of high concentration of poverty and as defined in the applicable RFP. Future decisions will be in compliance with this. Project Basing will be consistent with the Agencies efforts and the community to increase affordable housing resources.

SNRHA will identify certain public housing and affordable housing sites/units for project-based assistance.

C

Public Comments Received: *Please note that all comments received have been incorporated into the changes made with the exception of those indicated by an asterisk (**) if any.*

FY 2018 and 5 year Plan 2018-2022

- 1 - From: Executive Staff
Date: 4/10/2017 9:30 a.m.
Subject: Annual Plan - Update to ACOP Chapter 8, page 4, section H, 2nd paragraph.
Remove: “~~*The SNRHA 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 55-61) will be selected for this type of unit.*~~”
The Consolidated Plan for the jurisdiction, recently published data indicating growth in the elderly population in the jurisdiction. It is anticipated that there will be sufficient elderly applicants on the Designated Elderly Waiting List to service the needs of SNRHA’s Designated Elderly Communities.

SNRHA Response: SNRHA will incorporate these changes.

- 2 - From: Executive Staff
Date: 4/10/17 10:30 a.m.
Subject: Annual Plan – Attachment B1e-vi – Maintenance Service Policy.
Correct Work Order phone number from ~~*(702) 922-1600*~~ to *(702) 477-3100* throughout the document.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 3 - From: Executive Staff
Date: 4/10/17 10:30 a.m.
Subject: Annual Plan – Attachment B1e-v – Maintenance Plan.
The entire document needs to be reviewed and revised to reflect accurate titles, chain of command, etc. (i.e.: Property Manager to Asset Manager, Resident Handbook, Maintenance Control, Property Listing, Organizational Chart, etc.).

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 4- From: Executive Staff
Date: 4/11/17 8:30 a.m.
Subject: Annual Plan – Tab 9-K – Resident Advisory Board and Resident Council Members.
Remove the email address from the RAB Board contact information. This email was not in service when tested.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 5- From: Supportive Services
Date: 4/21/17 12:38 pm
Subject: Annual Plan – Tab 9-K – Resident Advisory Board and Resident Council Members.
Updated Council/RAB listing provided.

SNRHA Response: SNRHA will incorporate these changes.

- 6 - From: Anonymous**
Date: 4/27/17 (time unknown)
Subject: Proposed Section 8 Rule Changes:
1 – All adults present for any inspection must present copy of Driver’s License and/or Identification Card and Inspector must take a picture of it and place it in the inspection booklet. This would help detect unauthorized people in the unit.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
2 – All port in families must produce a valid NV Driver’s License and/or Identification Card for all adult household members, at the first annual recertification appointment following the initial port in, that reflects the assisted address.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
3 – Each year at the annual recertification appointment, enrollment verification for minors must be sent to Clark County School District to verify current record of address to ensure minors are attending school in our jurisdiction.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
4 – Participants and all adult household members that report zero income and non-wage income should be required to provide copies of a tax transcript each year at their annual recertification appointment.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take under consideration.
5 – Participants that report they are no longer married/separated and/or divorced must provide verifiable proof such as a lease that they are no longer residing in the assisted unit. This includes also any other adult members.
SNRHA Response: SNRHA already requests proof of new residency.
- 7 - From: Tracey Torrence, Director of Supportive Services
Date: 5/3/17 9:13am
Subject: Annual Plan, Tab 11, attachment B1hi, page 2.
Correct the reporting year for the “Actual Number of Participants As Of” from 2016 to 2017.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.
- 8 - From: Tracey Torrence, Director of Supportive Services and Brenda Fonseca Acting Director of Housing Programs.
Date: 5/3/17 9:31 am
Subject: Annual Plan Tab 11A, attachment B1hiii, FSS Action Plan, page 3.
In the section “ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES” Make the following corrections: The Housing Authority owns 2651 Public Housing units, has 323 Rental Assistance Demonstration (RAD~~0~~) units and administers ~~11,775~~ **11,284** Housing choice Vouchers...

SNRHA Response: SNRHA will review the document and make the appropriate corrections.
- 9 - From: Tracey Torrence, Director of Supportive Services
Date: 5/3/17 10:08 am
Subject: Annual Plan, Tab 11B, Section 3 Policy, page 4, line 3.
Grammatical correction...the policy of ~~the~~ SNRHA of Las Vegas, Nevada...

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 10 - From: Commissioner Theresa Davis, RAB Chairman **
Date: 5/9/17 2:18 pm
Subject: Annual Plan, Tab 9B, page 5, section 7.
People on the waitlist should have 2 refusals, after the second refusal they should not be taken off of the waitlist but, are moved to the bottom of the waitlist.
SNRHA Response: Due to the limited pool of available units in the public housing program, it is not practical to make more than one offer to an eligible client. SNRHA does make exceptions to the number of unit offers for Reasonable Accommodation and other Good Cause as explained in the ACOP. SNRHA Policies make it impossible to place someone at “the bottom” of a waiting list in this situation. The applicant would be returned to their proper place on the waiting list in accordance with their original date and time of application and applicable waitlist preferences, which would result in them being at or near the top of the list. These applicants would be selected and processed over and over until they accepted a unit, causing other families on the list to remain without an offer for longer periods of time.
- 11 - From: Theresa Lewis, RAB Secretary **
Date: 5/9/17 2:18 pm
Subject: Annual Plan, Tab 12, Attachment b1i, Page 1.
All SNVRHA properties should have video camera surveillance installed, and in working order. Especially, needed are cameras in the high crime areas. This might help lower crime and help catch those still committing crimes.
SNRHA Response: SNRHA will keep this suggestion in mind when planning the next fiscal year’s budget.
- 12 - From: Resident Advisory Board
Date: 5/9/17 2:18 pm
Subject: Annual Plan, Tab 9K, Resident Council and RAB Roster.
The board as a whole agreed that only the Chairperson Theresa Davis, and Secretary Theresa Lewis personal information be released to the public, (email and phone numbers only).
SNRHA Response: All personal information will be eliminated from the Resident Council/RAB Roster with the exception of the email and phone numbers, as indicated in this RAB comment, prior to publication of the Final Plan to the website and prior to forwarding to HUD.
- 13 - From: Tracey Torrence, Director of Supportive Services
Date: 5/16/17 11:57 am
Subject: Annual Plan, Tab 9L, Fixed Asset Disposal Policy.
Consider keeping the sealed bid process in the policy as was before, so that residents and employees will have the first opportunity at purchases prior to items going to auction.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
- 14 - From: Tracey Torrence, Director of Supportive Services on behalf of
SNRHA Board of Commissioners, Operations Committee
Date: 5/16/17 3:37 pm
Subject: SNRHA Resident Commissioner Selection Policy Draft Update 2017.
Include in Annual Plan for Board Approval. (See document attached)
SNRHA Response: SNRHA will include this policy in the Agency Plan.

15 - From: Executive Staff
Date: 5/18/17 11:40 am
Subject: Annual Plan, Tab 9B, Attachment B1e (iii), ACOP Chapter 5, Pages 5-1 and 5-2. Move Occupancy Chart from top of page 5-2 to page 5-1 under “All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned using the following guidelines”.

SNRHA Response: SNRHA will incorporate these changes.

16 - From: Brenda Fonseca, Acting Director of Housing Programs
Date: 5/22/17 1:42 pm
Subject: Annual Plan, Tab 9A, Attachment B1e (ii), Administrative Plan, Chapter 4, Section 4.111 D. LOCAL PREFERENCES [24 CFR983.207]
Change the amount of preference point system for the following:
Veteran preference for veteran as defined by State. **6 35 points**
Family of (defined as spouse) a **deceased veteran** with a service-connected death...**4 33 points**

SNRHA Response: SNRHA will incorporate these changes.

17 - From: Marcy Davis, Acting Director of Operations
Date: 5/22/17 3:02 pm
Subject: Annual Plan, Tab 9B, Attachment B1e (iii), ACOP Chapter 4, Section C, Local Preferences.
Change the amount of preference point system for the following:
Veteran preference for veteran as defined by the State. **6 35 points**
Family of (defined as spouse) a **deceased veteran** with a service-connected death...**4 33 points**

SNRHA Response: SNRHA will incorporate these changes.

18 - From: Dora LaGrande, Chairwoman SNRHA Board of Commissioners
Date: 5/23/17 1:15 pm
Subject: FY 2018 Annual Plan and 2018-2022 Five Year Plan.
The entire document needs to be reviewed for spelling and grammatical correction.

SNRHA Response: Most of the language in the plan was carried over from the prior HUD template. However, SNRHA will review the Plan and make the appropriate corrections.

19 - From: Brenda Fonseca, Acting director of Housing Programs
Date: 5/24/17 10:09 am
Subject: Administrative Plan, Chapter 7-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]; Change as follows:
- SNRHA **will not shall** issue a larger voucher **size** due to additions of minors to the household of family members **other than** by birth, adoption, marriage, court-awarded custody, court awarded guardianship, or an assignment with verification from a social service agency. A social service agency is defined as a Department of Family Services. SNRHA will not increase the bedroom size for a participant when an adult (18 years old and older) is being added to the household, including if the adult to be added is a child of the head of household or co-head.

SNRHA Response: SNRHA will incorporate these changes.

- 20 - From: Kris Bergstrom, Esq., Directing Attorney Nevada Legal Services **
Date: 5/24/17 10:45 am (See attached letter dated 5/7/17, emailed to SNRHA on 5/24/17.)
Subject: B, 1. Security Deposit and Moving Costs;
SNRHA Response: SNRHA does not have a funding source to implement an In-House Security Deposit bank, nor do we have the ability to collect monies if not paid. SNRHA provides information regarding possible assistance through other agencies.
2. Debts from other PHAs;
SNRHA Response: HUD regulations state that assistance cannot be provided to an applicant that has left owing any other PHA monies. SNRHA Administrative Plan and ACOP allow the client 14 days and an extension of 7 days to rectify debts owed to their prior PHA.
3. Crime;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take into consideration.
- C, 1. Public Housing Visitors;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time. SNRHA has Specific language in the ACOP and Administrative Plan that addresses VAWA and the exceptions associated with such victims.
2. Porting;
SNRHA Response: SNRHA will follow HUD's required guidelines regarding Portability.
3. Online Portal for Section 8 Housing Choice Voucher Tenants;
SNRHA Response: Automation will be considered when the budget allows.
4. Issuing Moving Packets and Eviction Notices;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take into consideration.
5. Voucher Extensions and Reasonable Accommodations;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take into consideration.
6. Nevada Legal Services' Criminal Record Sealing Program.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time. However, all Public Housing residents were notified of this program in September of 2016. SNRHA is willing to make flyers provided by NV Legal Services available to all visitors at the Admissions department.
- 21 - From: Fr. Dave Casaleggio, SNRHA Commissioner
Date: 5/24/17 12:04 pm
Subject: Annual Plan Document uses the term "jail" which is only for those individuals not yet convicted of a felony or those serving time for conviction of a misdemeanor or gross misdemeanor. Once convicted of a felony, time would be served in "prison". The document should be reviewed for correct terminology.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.
- 22 - From: Ron Sung, Nevada Legal Services
Date: 5/24/17 5:30 pm
Subject: Public Comment submitted by Nevada Legal Services on 5/24/17 at 10:45 am, which is dated May 7, 2017; should have been dated May 24, 2017.

SNRHA Response: SNRHA has noted this for the record.



STATEMENT OF POLICY – RESIDENT COMMISSIONER SELECTION

A. PURPOSE

This document contains the Southern Nevada Regional Housing Authority's (SNRHA) Resident Commissioner Selection policies and the supporting procedures. The purpose of the policies is to:

- Ensure Resident Commissioner selection process is fair and unbiased;
- Promote resident participation in the selection of a Resident Commissioner;
- Fulfill the requirements of the HUD regulations found in 24 CFR 964.415, and;
- Fulfill the requirements of the State of Nevada statute found in NRS 315.7809

B. RESPONSIBILITY AND AUTHORITY

1) The appointment of the Board of Commissioners Resident member is mandated by 24 CFR 964.415 and is confirmed by the SNRHA Board of Commissioners. Per NRS 315.7809, the Board shall consist of four (4) Resident Commissioners to serve on behalf of tenants and must be selected as follows:

- One commissioner who serves on behalf of tenants of the county that participates in the regional authority, appointed by the governing body of the county;
- One commissioner who serves on behalf of tenants of the largest city in the county that participates in the regional authority, appointed by the governing body of that city;
- One commissioner who serves on behalf of tenants of the second largest city in the county that participates in the regional authority, appointed by the governing body of that city;
- One commissioner who serves on behalf of tenants of the third largest city in the county that participates in the regional authority, appointed by the governing body of that city

2) Established for SNRHA by the Board of Commissioners' action, and periodically amended, the Resident Commissioner Selection policies comply in all respects with state and federal law and regulations. SNRHA's Board of Commissioners must review and approve subsequent changes and amendments to these policies.

C. ELIGIBILITY

1) None of the persons appointed to serve as Commissioners of the Authority may be elected officials of any governmental entity. A person eligible to serve as a Resident Board Member is one who:



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
BOARD OF COMMISSIONERS, 340 N. 11TH ST., LAS VEGAS, NV 89101



- Is directly assisted by SNRHA as a Public Housing or Housing Choice Voucher Resident and who resides in the county or city from which he or she is appointed;
 - Whose name appears on the lease;
 - Who is eighteen years of age or older;
 - Who has not received formal notice that eviction proceedings have commenced and are pending
- 2) A Resident Commissioner Member who is no longer directly assisted by Southern Nevada Regional Housing Authority is no longer an “eligible resident.” If a Resident Board Member ceases to be directly assisted by Southern Nevada Regional Housing Authority, he or she must be replaced;
- 3) Resident Board Member’s term of office shall be four (4) years per NRS 315.7809.

D. NOMINATION AND APPOINTMENT PROCESS

When a Resident Board Member vacancy occurs, the Supportive Services Department conducts a nomination and appointment process for the filling of the vacancy as follows:

- The SNRHA Board Commissioner Chairperson will notify the Executive Director or Deputy Executive Director of the vacancy, who in turn will notify the Department Director;
- Housing Choice Voucher Programs (HCVP) and Public Housing (PH) Directors will be notified that the application process is beginning and will request names of verifiers of resident applications within their departments. Verifiers determine if the applicant pool is lease compliant;
- An IT work order request will be submitted to obtain a distribution list of all resident names and addresses within the vacated jurisdiction;
- Resident Advisory Board (RAB) members will be notified of the need to conduct interviews and are required to attend a mandatory training orientation to ensure knowledge of candidate requirements and related statutes;
- Notices and applications, in English and Spanish, will go out to all tenants within the vacated jurisdiction with a deadline for submission;
- Department staff will process applications and submit to HCVP and PH staff for verification of lease compliance;
- Once verified, eligible applicants will receive notice of mandatory orientation to ensure knowledge of duties, expectations and commitment of appointment. Upon completion, they will receive an interview date and time;
- RAB members will conduct interviews of all eligible candidates using a scoring tool;
- Once interviews are completed, a certified selection list and backup documentation of candidates will be forwarded to the Board Commissioner Chair for review;
- The Board Chair will then establish an Ad Hoc Committee to determine the selected candidate;



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
BOARD OF COMMISSIONERS, 340 N. 11TH ST., LAS VEGAS, NV 89101



- Once the candidate is selected, the Board Chair will forward the recommended Resident Commissioner to the appropriate jurisdiction;
- **In the event that a jurisdiction wishes to interview the top candidates themselves, the Board Chair will forward their recommendation along with the**
- Upon notification from the jurisdiction, the Board of Commissioners will orientate and seat the selected Resident Commissioner



Las Vegas Office
530 South 6th Street
Las Vegas, NV 89101
Phone: (702) 386-0404
Fax (702) 388-1641

Bridger Office
701 E. Bridger Avenue,
Ste. 700
Las Vegas NV 89101
Phone: (702) 386-0404

204 Marsh Ave., Ste.
101
Reno, NV 89509
Phone (775) 284-3491
Toll Free (800) 323-
8666
Fax (775) 284-3497

Senior Law Project
1155 E. 9th St. Ste. 25
Reno, NV 89512
Phone (775) 334-3050
Fax (775) 334-3056

Carson City Office
209 North Pratt Ave.
Carson City, NV 89701
Phone (775) 303-7720

Elko Office
285 10th St.
Elko, NV 89801
Phone (775) 753-5880
Fax (775) 753-5890

Yerington Office
Monday – Wednesday
720 Main St., Unit A
Phone (775) 463-1222
Fax (775) 463-1212

May 7, 2017

Amparo Gamazo, Executive Director
Board of Commissioners
Southern Nevada Regional Housing Authority
340 N. 11th Street
Las Vegas, NV 89101

Re: Comments on SNRHA's FY 2018 and 5 year Plan 2018-2022

Dear Director Gamazo and Commissioners,

A. Introduction

Nevada Legal Services, Inc. (NLS) is the federally funded legal services provider for the State of Nevada. As such, we work directly with the applicants to and program participants of the Southern Nevada Regional Housing Authority (SNRHA). We have worked with SNRHA over the years and will continue to be a community partner to serve low income individuals in need. We would like to address areas of concern in the proposed PHA 5-Year plan to insure residents' rights are reflected and enable more efficient operation between residents and the Housing Authority. We respectfully submit the following comments to the 5-year Plan from our unique perspective as the attorneys who often represent your clients in their housing-related legal matters.

B. New Issues

1. Security Deposits and Moving Costs

NLS welcomes the proposed rule changes for abatements outlined in pages 106-08 because it allows Tenants at least a full time month to find a new unit.

We are glad to see the new requirement that tenants must be issued a new voucher within five calendar days of the abatement notice. We think it is imperative that this requirement be implemented and followed in order to protect voucher holders victimized by landlords who fail to make repairs. NLS sees a number of cases where tenants in abated units are not notified of the abatement until halfway into the 30 day abatement period. Even when tenants are notified promptly of the abatement, they may have to wait weeks for an appointment with a caseworker. This leaves tenants with only a short time in which to find a new rental, submit their paperwork to SNHRA, and have the unit inspected. The landlord may also serve the tenant a non-payment of rent notice because SNRHA's portion of the rent has not been paid, which further complicates the tenant's ability to move because prospective landlords do not want to rent to a tenant with a pending eviction. If SNHRA had a process to immediately notify and sent up appointments for tenants in abated units to receive a moving packet, it would greatly facility the ability of tenants to move from abated units.

The underlying problem of security deposits and moving costs also remains unresolved. Tenants forced to find new housing due to HQS violations often lack the financial means to pay for the security deposit of the new unit. Many landlords allow Tenants to pay security deposits through a repayment plan, but our office has seen too many of the landlords charge late fees against Tenants based on these security deposits. Worse, landlords hold these security deposit debts over Tenants by threatening eviction when Tenants miss a payment.

We are aware that SNRHA currently has an ongoing security deposit lending program; Tenants and many case workers are not aware. We recommend SNRHA expand this security deposit lending program to all Tenants in need, especially for abatements caused by Landlords. Tenants should be allowed to enter security deposit repayment plans with SNRHA to repay the debt at a rate where their rent plus security deposit monthly payment does not exceed 40% of their income.

SNRHA should also better enforce its current rule that landlords can only charge security deposit worth up to one-month rent. Landlords currently charge all sorts of fees upon leasing the unit in addition to security deposit, such as key deposit, cleaning deposits, holding deposits, and other administrative fees. Most of these costs are nothing more than side payments for security deposits. Worse, unlike security deposits, Tenants cannot demand the refund of these deposits upon vacating the unit. SNRHA case workers should prohibit landlords from charging these deposits, or at least cap these side deposits at 10% of rent.

2. Debts from Other PHAs

On page 144, SNRHA demands participants resolve their outstanding debts with other PHAs within 14 days. This arbitrary 14-day deadline lacks legal merit and violates the due process rights for participants to have an adequate opportunity to cure the problem. If the participant owes money to another PHA, that other PHA must provide due process to the participant to evaluate and contest the debt. Due process is absolutely required because a PHA debt allegation is much more serious than the run-of-the-mill debt collector. A run-of-the-mill debt collector can, at worst, garnish some monies from a debtor and hit a debtor's credit rating, but a PHA debt could result in homelessness. Moreover, 14 days is not enough time for the participant to resolve a cross-country dispute with a bureaucracy and enforce the participant's due process rights.

We recommend that in cases where another PHA alleges a debt, SNRHA should not be the long-arm debt collector, especially not one with the authority to deny public housing merely for monies owed. SNRHA should only use proof of a participant's debt with another PHA as a factor in determining eligibility in public housing. SNRHA cannot deny or terminate housing benefits until the participant has exhausted his or her due process rights to challenge the debt.

3. Crime

NLS appreciates the multiple instances where SNRHA removed language about arrests and outstanding warrants when determining the eligibility of individuals for housing programs. We also approve the removal of many of the specific crimes removed from lists barring individuals for different years.

We recommend SNRHA completely remove all its lists of crimes that bar individuals for different years; instead, SNRHA should consider crimes and criminals on an individual, case by case basis with a due process hearing. Obviously, some offenses and the years barred from participation are set by statute, but most of SNRHA's current lists are arbitrary because the severity of the offense lack meaningful connection to the length of time barred from participation due to the offense. The offenses listed should "threaten the health, safety, or right to peaceful enjoyment of the premises by other residents," but SNRHA's current list makes arbitrary determinations on what crimes are more serious than others. For example, a

DUI 3rd offense, which has little to do with a residency, is more serious than stalking or harassment. A case-by-case approach would better reflect whether a participant would threaten the health and safety of other residents.

Finally, SNRHA also has a blanket ban on admissions for people who are on probation or parole, without regard to the nature of the crime. Per the Office of General Counsel’s letter, this policy may also violate the Fair Housing Act as it does not distinguish whether crime for which the applicant is on probation or parole is one that presents a demonstrable risk to resident safety or property. This portion of the admissions policy should be revised limiting the ban on admissions to cases where the underlying crime presents a safety hazard to the community. It is particularly urgent for the SNRHA to revise these policies as leaving the policies as they are may expose SNRHA to legal liability.

4. Overall

Overall, NLS applauds the changes in the 2018 Annual Plan as mostly beneficial to the low-income Nevadans whom we both serve. Specifically, we believe the Voucher period of 120 days for porting on page 112 will ease the pains of navigating the confusing porting process. In a similar vein, we approve SNRHA’s reliance on third-part identification to determine disputed domestic violence cases rather than solely relying on court orders in the past. We also approve SNRHA’s loosening requirement for estranged spouses to simply certify separation from their spouse, especially when Nevada’s legal separation process is as difficult as its divorce process.

C. Unresolved Issues

1. Public Housing Visitors

Section 11 of SNRHA’s Admission and Continued Occupancy Policy (ACOP) regarding public housing defines visitors and guests on page 11-13 of the ACOP. This section states that guests who “represent the unit address for receipt of benefits or other purposes” or use the “unit address as the visitor’s current address for any purpose that is not explicitly temporary” will be considered unauthorized occupants. It also states that the absence of any other “address will be considered verification that the visitor is an unauthorized household member.” Finally, the section concludes that “the burden of proof that the individual is a visitor rests on the family” and that in the absence of such proof SNHRA will terminate the family’s tenancy.

NLS is concerned that the wording of this section is not compatible with 24 C.F. R. 966.56(f) which provides that at an informal hearing arising out of the grievance procedure a tenant complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. We believe that 24 C.F.R. 966.56 places the burden of persuasion in an informal hearing on SNHRA to show that a violation exists and that SNHRA cannot shift that burden onto a tenant. Recent case law at the federal appeals level has also held that the housing authority has the burden of persuasion where it seeks to terminate a tenant. (See *Basco v. Machin*, 514 F.3d 1177 (11th Cir. 2008)).

Additionally, NLS is concerned that the presumptions of unauthorized occupancy could jeopardize a family’s tenancy based on the actions of a third party over which the tenant family has itself no control. The ACOP creates a presumption that a person who uses the

address of a public housing tenant is an unauthorized occupant. However, a third party could easily list the tenant's family's address as their own, without the permission or the knowledge of the tenant family. In such a case, the tenant family would then face eviction even though they did not know or allow the third party to use their address.

Moreover, by requiring that a tenant family provide documentation of the alleged occupant's actual address, SNHRA is creating a situation where families can only prove their innocence by providing information from a third party over whom the tenant family has no control. If the alleged unauthorized occupant refuses to cooperate with the tenant family in establishing their true address, the tenant family has no means to compel that third party to provide that information. Thus, the tenant family could be evicted for failing to provide evidence that they had no legal power to procure. For instance, if a third party used the family's address without the family's permission to collect welfare benefits to which they were not entitled, they may refuse to cooperate because they do not want to get in trouble with the local welfare office. In that case the tenant family, who had done nothing wrong, would be unable to prove that the third party was not living at their address.

This policy should also contain some sort of acknowledgment of VAWA exceptions. Meaning, that if a victim can submit a written statement of the domestic violence, dating violence, stalking or harassment, the family should not be terminated for the unauthorized occupancy, provided that the perpetrator of the violence is the same person designated as the unauthorized occupant.

Additionally, SNRHA may request that steps are taken to remove the perpetrator from the household.

Other suggestions for SNRHA policy change include:

- a) deleting "Mail sent to the assisted unit may be considered as unauthorized occupancy." Mail sent to the family's unit does not qualify as evidence that the family would use to demonstrate a lack of unauthorized occupancy.
- b) deleting "burden of proof that the individual is a visitor rests on the family." CFRs do not give any kind of power to shift the burden of proof in the realm of termination for unauthorized occupants.

We feel that both SNHRA and its tenant families would be better served by deleting the presumptions of occupancy and evaluating such cases on an individualized basis.

2. Porting

Participants who port from one PHA's jurisdiction to another's must navigate a confusing, unfair bureaucracy where PHAs blame each other and the participant may be left without a Voucher and without any recourse. We believe the revisions do not do enough to protect participants porting into and from SNRHA's jurisdictions.

In particular, SNRHA needs to promulgate rules to allow participants porting out of SNRHA to keep their Voucher if the receiving PHA fails to timely return the Voucher back to SNRHA. In particular, SNRHA should toll the days on a Voucher once the participant requests SNRHA to send the Voucher to a receiving PHA.

Moreover, the current rules offer no protection to participants if the receiving PHA denies or terminates the Voucher under the receiving PHA's screening process. SNRHA should allow participants to return to SNRHA's jurisdiction if the receiving PHA refuses or otherwise does not accept the participant.

Overall, SNRHA places too much bureaucratic burden on participants attempting to port out. Under the current system, the participant must figure out which PHA controls which jurisdiction and how to contact the receiving PHA. SNRHA should assist participants with finding and contacting the receiving PHA on behalf of the participant.

3. Online Portal for Section 8 Housing Choice Voucher Tenants

NLS is deeply concerned about the amount of time it takes for the Section 8 program to respond to and process requests from Section 8 recipients. Starting in the fall of 2015, NLS has had a steady stream of Section 8 recipients who are not notified of their portion amount until two months or more into their tenancy. This can cause a hardship for the tenants if they have not set aside enough money each month to match their eventual rent portion. Tenants are then faced with sudden demands from their landlord for hundreds of dollars of back rent, followed by eviction notices. While in theory, clients can ask their landlord what for the amount of their portion of the rent, this puts the tenants at the mercy of unscrupulous landlords who take advantage of the tenant's lack of information to overcharge the tenant. Tenants who are overcharged or overestimate the amount of their portion find it difficult, if not impossible, to recover those amounts without expensive and time-consuming litigation.

Additionally, NLS frequently sees Section 8 tenants who face eviction for non-payment of rent because of the amount of time it takes to process income changes. Some of these delays are because it is simply difficult for tenants who have suffered a loss of income and lack transportation to physically get to SNRHA to submit a change. Sometimes, it takes weeks before the tenant can obtain an appointment with her caseworker. Other times, there is a delay once the tenant has submitted the information to SNRHA. Regardless of the reason for the delay, the tenant ends up owing hundreds of dollars in rent that they can no longer afford to pay.

Both of these problems could be cured by having SNRHA create an online portal for Section 8 Housing Choice Voucher recipients as part of its Five Year Plan. Currently, SNRHA has an online portal for landlords in the Section 8 program. This online portal allows landlords to access their payment histories and otherwise view details about their rental units. There is no similar online portal for tenants.

Allowing Section 8 tenants to manage certain program requirements online rather than in person or by mail would decrease the amount of in person appointments between Section 8 participants and their caseworkers. This faster, easier process would greatly reduce the burden on the caseworkers in the Section 8 program by decreasing the number of meetings they must schedule. It would also minimize the burdens on tenants, some of whom must take several buses to reach the Section 8 office or take time off from work to come in during SNRHA's office hours. Moreover, online services would minimize the risk of important tenant documents being lost in the process, and would prevent disputes about whether SNRHA received a particular document from a tenant.

Even if SNRHA is not able to set up a complete online portal for tenants, SNRHA should consider whether there are alternatives. For instance, SNRHA could develop a phone app

that would let tenants report changes in household composition and income, as well as HQS violations that require an emergency inspection. Such an app could allow tenants to submit pictures of their new pay stubs or leaking faucet directly to SNRHA via the app.

Several tenants' rights organizations around the country have had success developing phone apps for tenants via "hackathons" where technology developers develop apps by donating their time pro bono. NLS would be more than happy to assist SNRHA with working to find appropriate pro bono tech partners.

4. Issuing Moving Packets and Eviction Notices

Page 7-9 of SNRHA's Housing Choice Administrative Plan provides that SNRHA will not issue a moving packet to a family where SNRHA has been served a written notice that a notice of non-payment or any form of an eviction notice "for cause" has been served. We believe that this section is problematic given that Nevada's summary eviction process is unlike traditional evictions and other lawsuits. Unlike other states, where a landlord must file a complaint with the court in order to initiate an eviction, a landlord can initiate an action by placing a notice of eviction on the tenant's door. The tenant must then file an affidavit in court in order to prevent the eviction and contest the case. If the tenant does not file, the landlord can obtain the eviction merely by filing a paper with the court claiming they have served the tenant with the eviction notice. If the tenant has filed their affidavit, no action will be taken on the eviction until the landlord pays to file an affidavit in support of the eviction with the court. At that point the court schedules an eviction hearing to determine the validity of the landlord's complaint.

One of the drawbacks of this system is that because there is practically no cost to the landlord to initiate the eviction, landlords may abuse the eviction notices. Landlords frequently post eviction notices merely to serve warnings to a tenant about a particular issue, even if the landlord has no intention of filing. However, the tenant is then forced to pay to file an affidavit contesting the notice in order to protect themselves because they have no way of knowing whether the landlord will go forward with the eviction or not.

We would suggest that SNHRA limit its practice of denying moving packets to cases where the landlord has actually filed a court pleading in support of an eviction. By limiting moving packet denials to cases where landlords have actually invested the time and money in filing an action with the court, SNRHA can prevent landlords from serving specious eviction notices on tenants in order to prevent them from moving. As it stands now, an unscrupulous landlord can game SNRHA's policy with little cost to themselves in order to extort money from their tenants. NLS has seen cases where a family serves the landlord with a 30 day notice that they will be moving at the end of their lease. In response, the landlord will serve the family with an eviction notice in an effort to get the family to agree to give up their deposit or pay for damages over and above the deposit without having a chance to contest those charges. In those cases, the family is stuck in a legal limbo. They cannot get a new unit approved by SNHRA because they have been served an eviction notice which the landlord has no intention of pursuing. However, because they have served the landlord with a thirty day notice, they have no legal right to stay in their old unit past those thirty days.

While we understand that the SNRHA may be concerned about tenants abusing the system by moving from units before they are evicted, because the summary eviction process in

Nevada proceeds so quickly, any meritorious eviction will almost certainly be resolved before the tenant could complete the approval process for their new unit.

5. Voucher Extensions and Reasonable Accommodations

Currently, SNRHA's policy on page 7-11 states:

SNRHA will only provide an additional extension of another 30 calendar days as a reasonable accommodation, if the disabled or elderly family requests a reasonable accommodation and it is approved prior to the voucher expiration date. No extensions shall be approved for more than 150 days.

Federal regulations at 24 C.F.R. §982.303 state that a voucher recipient with a disability must be given reasonable extensions to their voucher term if it necessary for the voucher recipient to obtain housing. The federal regulations do not include a specific term of days for the amount of time that a disabled tenant has to extend a voucher. Instead the length of the voucher term should be based on an individualized inquiry into the disabled tenant's limitations and needs. By arbitrarily capping the length of time a disabled individual has to find a voucher, SNRHA is violating the Fair Housing Act and 24 C.F.R. §982.303.

6. Nevada Legal Services' Criminal Record Sealing Program.

Nevada Legal Services provides free criminal record sealing for eligible clients. We think housing applicants on the Section 8 and Public Housing waitlists could greatly benefit from that service both for the purposes of procuring housing and employment. SNHRA should list the contact information for Nevada Legal Services along with a blurb about our criminal record sealing program when it sends correspondence to applicants on the waitlist.

D. Conclusion

We hope that you will be responsive to these areas of impending concern to the Nevada community that our respective organizations serve. NLS would be more than happy to discuss our suggestions with SNRHA or elaborate on our concerns.

Thank you for consideration.

Sincerely,



Kris Bergstrom, Esq.
Directing Attorney
Nevada Legal Services
702-386-0404 x117
kbergstrom@nlslaw.net

Crislove Igeleke, Esq.



Equal Access to Justice



Dawn Miller, Esq.



Chris Storke, Esq.



Ron Sung, Esq.



Tyler Winkler, Esq.

D

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 2/29/2016

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

I, Kristin Cooper, the Manager, Community Resources Management
Official's Name *Official's Title*

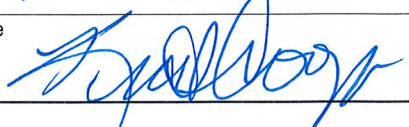
certify that the 5-Year PHA Plan and/or Annual PHA Plan of the
Southern Nevada Regional Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
 Impediments (AI) to Fair Housing Choice of the
County of Clark Nevada
Local Jurisdiction Name
 pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The Southern Nevada Regional Housing Authority Plan is consistent with Clark County's Consolidated Plan and the AI in that it addresses the ongoing need for affordable, quality housing in Southern Nevada, as well as services to help residents move toward self-sufficiency. The PHA Plan includes specific projects that are a collaboration with Clark Co, as well as other projects that address housing needs for low-income and senior and other residents who are burdened by housing costs.

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)

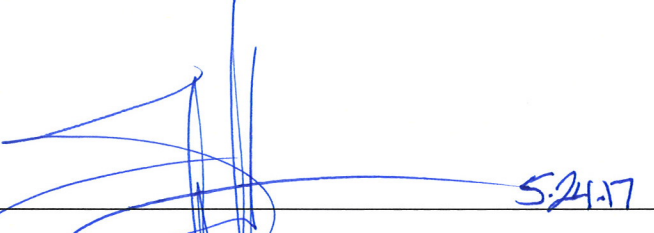
Name of Authorized Official	Title
<u>Kristin R. Cooper</u>	<u>MGR, CRM</u>
Signature	Date
	<u>5/22/17</u>

**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, Stephen K. Harsin the Director of Community Services certify that the Five Year and Annual PHA Plan of the Southern Nevada Regional Housing Authority is consistent with the Consolidated Plan of City of Las Vegas prepared pursuant to 24 CFR Part 91.


Signed / Dated by Appropriate State or Local Official

**STEPHEN K. HARSIN, AICP, Director
Office of Community Services**

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs** or **TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	<p>PHA Name: <u>Southern Nevada Regional Housing Authority (SNRHA)</u> PHA Code: <u>NV018</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2017</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>2755</u> Number of Housing Choice Vouchers (HCVs) <u>11,013</u> Total Combined Units/Vouchers <u>13,768</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information.</p> <p><u>SUMMARY OF RESIDENT/STAFF/PUBLIC CONSULTATION AND INPUT</u></p> <p>The involvement of the residents, staff, and the general public is an important part of the planning process. Since many aspects of the Authority's operations have a direct effect on both, it is important to involve all stakeholders in strategic planning processes. Meetings with the Resident Advisory Board (RAB) were held to review the plan and solicit input. A complete list of attendees at each meeting is available upon request.</p> <p>The final draft was placed on public display beginning 04/10/2017 coinciding with the first advertisement of the Public Hearing. A copy of the PHA Plan and associated documents were/are available to view a copy on our website www.snrha.org, Welcome Page, scroll down to Agency Plans section and click on "click here for all Agency Plans" and scroll down to the pdf icon for this plan.</p> <p>The Plan and Addendums will also be available at all Public Housing Community Offices as well as in the main lobby areas of SNRHA Administrative Offices located at:</p> <ul style="list-style-type: none"> - Howard Cannon Center at 340 North 11th Street, Las Vegas, NV 89101. - W. F. Cotrell Admin Building at 5390 East Flamingo Rd., Las Vegas, NV 89122. - Housing Programs at 380 North Maryland Pkwy., Las Vegas, NV 89101. <p>The comment period ended with a Public Hearing held at the Howard Cannon Center Board Chambers located at 340 North 11th Street, Las Vegas, NV 89101 on May 24, 2017 at 5:30pm. The written comments either received in writing prior to the Public Hearing or received at the Public Hearing are included under <i>Attachment – B6</i></p>

<input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) Not Applicable						
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
					PH	HCV
Lead PHA:						

B. Annual Plan Elements

B.1 Revision of PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA?

Y N

- Statement of Housing Needs and Strategy for Addressing Housing Needs
- Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
- Financial Resources.
- Rent Determination.
- Operation and Management.
- Grievance Procedures.
- Homeownership Programs.
- Community Service and Self-Sufficiency Programs.
- Safety and Crime Prevention.
- Pet Policy.
- Asset Management.
- Substantial Deviation.
- Significant Amendment/Modification

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

Statement of Housing Needs and Strategy for Addressing Housing Needs: All Statistical Data has been updated, however, at this time the Strategy for Addressing Housing Needs remains the same. See Attachment B1a

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions: Deconcentration Policies are included in the attachments. See Attachment B1b

Financial Resources: All statistical Data has been updated, however, the Financial Resources remain the same. See Attachment B1c

Rent Determination: Adjustments were made to the Payment Standards. See Attachment B1d

Operation and Management: All Statistical Data has been updated, updates made as shown. All Policy Revisions and New Policies, including revisions to the HCV Admin Plan and ACOP, are included in the attachments. See Attachment B1e

Grievance Procedures: Changes Have been made to the existing Grievance Procedures. See Attachment B1f

Homeownership Programs: Minor Revisions have been made to the existing Homeownership Policies. See Attachment B1g

<p>B.1 (Cont.)</p>	<p><u>Community Service and Self-Sufficiency Programs:</u> All Statistical and Provider Data have been updated. See Attachment B1h</p> <p><u>Safety and Crime Prevention:</u> No changes have been made to the current Safety and Crime Prevention Policies. See Attachment B1i</p> <p><u>Pet Policy:</u> Updates have been made to the current Pet Policy. See Attachment B1j</p> <p><u>Asset Management:</u> No Changes have been made to the current Asset Management Plan. See Attachment B1k</p> <p><u>Substantial Deviation:</u> No changes have been made to the Substantial Deviation criteria. See Attachment B1l</p> <p><u>Significant Amendment/Modification:</u> No changes have been made to the Significant Amendment/Modification criteria. See Attachment B1m</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review. See Attachment B1n</p>																																							
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <table border="0"> <tr> <td>Y</td> <td>N</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Hope VI or Choice Neighborhoods.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Mixed Finance Modernization or Development.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Demolition and/or Disposition.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Designated Housing for Elderly and/or Disabled Families.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Conversion of Public Housing to Tenant-Based Assistance.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Conversion of Public Housing to Project-Based Assistance under RAD.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Occupancy by Over-Income Families.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Occupancy by Police Officers.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Non-Smoking Policies.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Project-Based Vouchers.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Units with Approved Vacancies for Modernization.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</td> </tr> </table> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p><u>Hope VI or Choice Neighborhoods:</u> SNRHA is planning to apply for Hope VI Revitalization or CNI grant in the Plan year. See Attachment B2a</p> <p><u>Mixed Finance Modernization or Development:</u> Please refer to Demolition and/or Disposition for proposed SNRHA Mixed Finance or Development Plans. See Attachment B2b</p> <p><u>Demolition and/or Disposition:</u> As a result of the Authority's extensive redevelopment activities, several of the Authority's family developments are included as considerations for demolition and/or disposition. See Attachment B2b</p> <p><u>Designated Housing for Elderly and/or Disabled Families:</u> Currently, Harry Levy Gardens (NV208), James Down Towers (NV2-12), Espinoza Terrace (NV13-02), Lubertha Johnson (NV18-21), Rose Gardens (NV18-20), and Arthur Sartini Plaza (NV2-21) are covered under an existing Allocation Plan as designated for the elderly only. SNRHA may consider pursuing this designation for Arthur Sartini Annex (a portion of AMP402, consisting of 39 units) and Schaffer Heights (a portion of AMP404, consisting of 75 units). See Attachment B2c</p> <p><u>Conversion of Public Housing to Tenant-Based Assistance:</u> There have been no changes to this plan for the upcoming fiscal year.</p> <p><u>Conversion of Public Housing to Project-Based Assistance under RAD:</u> The SNRHA continues with its efforts to convert more public housing assistance under the RAD Program. See Attachment B2d</p>	Y	N		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hope VI or Choice Neighborhoods.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mixed Finance Modernization or Development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Demolition and/or Disposition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Designated Housing for Elderly and/or Disabled Families.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conversion of Public Housing to Tenant-Based Assistance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conversion of Public Housing to Project-Based Assistance under RAD.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Occupancy by Over-Income Families.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Occupancy by Police Officers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-Smoking Policies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project-Based Vouchers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Units with Approved Vacancies for Modernization.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).
Y	N																																							
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).																																						

<p>B.2 (Cont.)</p>	<p>Occupancy by Over-Income Families: There have been no changes to this Policy. At this time SNRHA does not admit families who are over income at time of initial lease up.</p> <p>Occupancy by Police Officers: There have been no changes to this Policy.</p> <p>Non-Smoking Policies: SNRHA has revised its Public Housing Non-Smoking Policy in compliance with HUD’s Final Rule. See Attachment B2e</p> <p>Project-Based Vouchers: No changes have been made to this Policy.</p> <p>Units with Approved Vacancies for Modernization: Statuses have been updated, but no new units have been added to the list. See Attachment B2f</p> <p>Other Capital Grant Programs: SNRHA is aware of these available grants but is not planning to apply at this time. We will be considering in the near future.</p>
<p>B.3</p>	<p>Civil Rights Certification. Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See Attachment B3</p>
<p>B.4</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe: See Attachment B4</p>
<p>B.5</p>	<p>Progress Report.</p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. See Attachment B5</p>
<p>B.6</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See Attachment B6</p>
<p>B.7</p>	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See Attachment B7</p>
<p>B.8</p>	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe: <i>N/A</i></p>

C.	Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
C.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD Form-50075.2 approved by HUD on 2/13/2017. See Attachment C

Attachment B1a

Statement of Housing Needs and Strategy for Addressing Housing Needs

A. Housing Needs of Families in the Jurisdiction by Family Type

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	37,360	5	5	4	3	3	4
Income >30% but <=50% of AMI	40,695	5	5	4	3	3	4
Income >50% but <80% of AMI	69,759	5	4	3	3	3	3
Elderly	41,662	5	5	4	5	3	4
Families with Disabilities	38,907	5	5	4	5	3	4
White	70,640	5	4	3	2	3	3
Black	18,582	5	4	3	2	3	3
Hispanic	60,627	5	4	3	2	3	3
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s. Indicate year: **2015-2019**
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset.

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting lists. Complete one table for each type of PHA-wide waiting list administered by the PHA. PHA may provide separate tables for site-based or sub-jurisdictional public housing waiting list at their option.

Section 8	# of families	% of total families	Annual Turnover
Waiting list total	2339		
Extremely low income <=30% AMI	1457	62.3%	
Very low income (>30% but <=50% AMI)	256	10.9%	
Low income (>50% but <80% AMI)	50	2.1%	
Families with children (<=17)	539	23%	
Elderly families (62+)	111	4.8%	
Families with Disabilities	1533	65.3%	
White	616	26.3%	
Black	1628	69.5%	
Asian	12	0.5%	
American Indian/Alaskan Native	17	0.7%	
Native Hawaiian/Other Pacific Islander	26	1.1%	
Hispanic or Latino	216	9.2%	

Statement of Housing Needs and Strategy for Addressing Housing Needs

SNRHA's HCV waiting list had been closed for the past 9 years. SNRHA opened the waiting list for Non-Elderly Disabled target funding population only from May 16, 2016 through May 18, 2016; once the 2000 new applications had been received.

Public Housing			
	# of families	% of total families	Annual Turnover
Waiting list total	6652	-	
Extremely low income <=30% AMI	6555	98.5%	
Very low income (>30% but <=50% AMI)	79	1.2%	
Low income (>50% but <80% AMI)	6	0.0%	
Families with children	3997	60.1%	
Elderly families	296	4.4%	
Families with Disabilities	1379	20.7%	
White	2027	30.5%	
Black	3832	57.6%	
Asian	136	2.0%	
American Indian/Alaskan Native	122	1.8%	
Native Hawaiian/Other Pacific Islander	82	1.2%	
Hispanic or Latino	1172	17.6%	
PHA			
Characteristics by Bedroom Size (PH Only)			
0 BR	0	0%	
1BR	2431	36.5%	
2 BR	1914	28.8%	
3 BR	1872	28.1%	
4 BR	435	6.5%	
5 BR	0	0.0%	

The SNRHA Public Housing wait list opened on May 5, 2017 for select Public Housing Properties and bedroom sizes.

Designated Housing			
	# of families	% of total families	Annual Turnover
Waiting list total	1023	-	
Extremely low income <=30% AMI	1007	98.4%	
Very low income (>30% but <=50% AMI)	12	1.2%	
Low income (>50% but <80% AMI)	1	0%	
Families with children	0	0	
Elderly families	304	29.7	

Statement of Housing Needs and Strategy for Addressing Housing Needs

Families with Disabilities	266	26%	
White	430	42%	
Black	400	39.1%	
Asian	55	5.4%	
American Indian/Alaskan Native	18	1.8%	
Native Hawaiian/Other Pacific Islander	12	1.2%	
Hispanic	151	14.8%	
PHA			
Characteristics by Bedroom Size (PH Only)			
1BR	866	84.7%	
2 BR	157	15.3%	
3 BR	0	0.0%	
4 BR	0	0.0%	
5 BR	0	0.0%	

SNRHA's designated wait list opened on May 5, 2017 for select properties and bedroom sizes.

Attached is the Executive Summary of Preliminary Costs forms HUD-52828 from the December 2016 Physical Needs Assessment (PNA) conducted by The Nelrod Company.

Modernization, Replacement Housing and other developments funds will be utilized to implement plan revisions. The PNA report will be reviewed and updated at least every five years.

The entire PNA report prepared by The Nelrod Company is available upon request.

Physical Needs Assessment
 Capital Fund Financing Program/
 Operating Fund Financing Program

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

OMB Approval No.
 (exp.)
 HUD-52828

PNA Summary

Public Reporting Burden for this collection of information is estimated to average 16 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. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

HAName Southern Nevada Regional Housing Authority	HA Number NV018
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Development / AMP Name	Development / AMP Number	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	Per Unit
Elderly East	NV018002401	\$ 1,663,099.89	\$ 2,445,283.99	\$ 3,534,446.04	\$ 4,377,239.27	\$ 5,669,092.20	\$ 17,689,161.41	\$ 58,573.38
Elderly West 1	NV018002402	\$ 1,322,031.45	\$ 7,512,608.54	\$ 7,914,981.62	\$ 6,088,673.16	\$ 7,801,927.08	\$ 30,640,221.86	\$ 66,754.30
Elderly West 2	NV018002403	\$ 185.04	\$ 2,046,649.14	\$ 1,703,951.72	\$ 3,059,053.33	\$ 2,115,742.03	\$ 8,925,581.27	\$ 30,359.12
Henderson	NV018002404	\$ 507,142.83	\$ 2,689,095.11	\$ 3,029,768.29	\$ 3,123,503.72	\$ 5,142,008.00	\$ 14,491,517.95	\$ 52,696.43
Otto Merida	NV018002405	\$ 757,567.49	\$ 919,105.58	\$ 2,129,043.40	\$ 2,002,340.15	\$ 1,319,343.64	\$ 7,127,400.26	\$ 118,790.00
Family 1	NV018002406	\$ 1,484,439.75	\$ 3,305,728.48	\$ 3,164,893.81	\$ 2,597,662.67	\$ 4,231,017.77	\$ 14,783,742.47	\$ 83,523.97
Family 2	NV018002407	\$ 995,523.47	\$ 11,024,035.61	\$ 6,654,629.87	\$ 4,022,918.05	\$ 5,612,242.82	\$ 28,309,349.82	\$ 73,722.27
Family 3	NV018002408	\$ 1,569,593.08	\$ 14,553,528.71	\$ 5,685,413.68	\$ 5,348,126.76	\$ 9,203,422.96	\$ 36,360,085.19	\$ 115,796.45
Scattered Sites	NV018002409	\$ 1,995,422.08	\$ 12,824,714.70	\$ 7,370,189.34	\$ 7,978,625.36	\$ 9,680,845.71	\$ 39,849,797.19	\$ 136,471.91
Totals		\$ 10,295,005.09	\$ 57,320,749.86	\$ 41,187,317.76	\$ 38,598,142.47	\$ 50,775,642.22	\$ 198,176,857.41	\$ 77,503.66

Category	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	per Unit/Bldg/ Site/CA
Total Preliminary Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Component	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	Per Unit
Windows	\$ 1,321,538.63	\$ 7,797,719.22	\$ 110,440.55	\$ 80,373.40	\$ 344,397.94	\$ 9,654,469.75	\$ 3,628.14
Roofs	\$ 148,529.31	\$ 1,272,712.21	\$ 442,707.96	\$ 1,590,140.59	\$ 2,233,511.33	\$ 5,687,601.40	\$ 2,137.39
Kitchen	\$ 837,267.98	\$ 5,313,625.31	\$ 5,329,217.54	\$ 3,753,887.42	\$ 4,836,682.24	\$ 20,070,680.49	\$ 7,542.53
Bathroom	\$ 101,577.55	\$ 3,515,724.12	\$ 1,472,106.12	\$ 3,272,537.49	\$ 3,309,453.50	\$ 11,671,398.78	\$ 4,386.09
Walls	\$ 215,678.59	\$ 1,384,020.44	\$ 2,866,544.15	\$ 1,754,411.10	\$ 2,096,943.45	\$ 8,317,597.72	\$ 3,125.74
Total Preliminary Estimated Cost	\$ 2,624,592.07	\$ 19,283,801.31	\$ 10,221,016.32	\$ 10,451,349.99	\$ 12,820,988.45	\$ 55,401,748.14	\$ 20,819.90

Strategy for Addressing Housing Needs

Below is a brief description of SNRHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year:

(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
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies

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 or Section 8 tenant-based assistance.

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

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

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work

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

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

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work

Strategy for Addressing Housing Needs

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

- Seek designation of public housing for 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

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
- Continuing implementation of the Limited English Proficiency Plan in conjunction with SNRHA's Affirmative Marketing Plan to ensure all eligible applicants/participants have equal access to all programs and services.

Strategy 2: Conduct activities to affirmatively further fair housing

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Develop marketing tools such as flyers and brochures to educate eligible applicants of available programs and resources.
- Participate in community activities that are likely to be attended by person who are LEP and minorities to promote programs and services.
- Develop a strong Public relations system which shall include radio and television appearances.

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

(2) Reasons for Selecting Strategies

The factors listed below, influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs

Strategy for Addressing Housing Needs

- 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

The Authority has reviewed data utilized in the Housing Needs Assessment, incorporated new data where available, **and has found no significant changes in the housing needs in Southern Nevada.**

The Authority continues to incorporate an assessment of specific need when considering any significant modernization, revitalization, or development initiatives. The Authority shall also increase the percentage of fully accessible units for disabled tenants as well as develop and implement a strong Affirmative Fair Marketing Plan. This Plan shall include Limited English Proficiency (LEP) strategies to ensure LEP persons have full access to housing, including homeowners and other services. All activities remain consistent with the City of Las Vegas, City of North Las Vegas, Clark County and City of Henderson Consolidation Plans.

Attachment B1b

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions :

A. Public Housing (PH)

(i.) Eligibility

- a. SNRHA verifies eligibility for admission to public housing as follows:
 - SNRHA pulls applicants from its waiting list based on historical data relating to the number of future vacancies and percentage of withdrawn applicants that are pulled to ensure an adequate pool of certified eligible applicants are always available for units as they become vacant and available. When applicants are pulled, all verification of preferences and other eligibility requirements are completed as well as a full application
- b. SNRHA uses the following non-income (screening) factors to establish eligibility for admission to public housing
 - Criminal or Drug-related activity
 - Requesting criminal records from FBI, local law and State law enforcement agencies for screening purposes.
 - Rental history
- c. SNRHA checks to ensure no bad debt is owed to any other housing authority, by use of the EIV System:
 - Reviewing for current housing assistance and/or past terminations of assistance or debts owed.

(ii) Waiting List Organization

- a. SNRHA uses the following methods to organize its public housing waiting list Community-wide list
 - Site-based waiting lists for designated communities through centralized system as described in the ACOP
- b. Interested persons may apply for admission to public housing at the following location:
 - PHA main administrative offices or by downloading an application from its website and mailing in the application.
- c. SNRHA plans to operate up to seven (7) site-based waiting lists in the coming year. All site-based wait lists were previously HUD approved. Families may be on all open lists for which they qualify.
- d. Interested persons may obtain more information about and sign up to be on the site-based waiting lists at the following location:
 - PHA main administrative offices

(iii) Assignment

Applicants will be given one vacant unit choice before they are withdrawn from the wait list. The exception to this policy would be if the applicant was offered an incorrect unit for their needs or in the case of a reasonable accommodations request.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions :

(iv) Admissions Preferences

- a. Income targeting:
 - SNRHA plans to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30%.
- b. Transfer policies:

Transfers take precedence over new admissions in the following instances:

 - Emergencies (including VAWA)
 - Medical justification
 - Administrative reasons determined by the PHA (e.g., to permit modernization work, community safety)

c. Preferences

SNRHA have established the following preferences for admission to public housing (other than date and time of application):

Former Federal preferences:

- Federally declared disasters

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Other preference(s) (list below)
- Disabled Veteran
- Family of a deceased veteran
- Homeless **Referral** preference

The SNRHA does use income targeting preferences for waitlist selection.

(v) Occupancy

- a. Applicants and residents can use the following reference materials to obtain information about the rules of occupancy of public housing:
 - The PHA-resident lease
 - The PHA's Admissions and Continued Occupancy policy
 - PHA briefing seminars or written materials
- b. Residents must notify the SNRHA of changes in family composition in the following circumstance:
 - In writing within 10 calendar days, anytime a change in income or family composition occurs.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions :

(vi) Deconcentration and Income Mixing

- a. The SNRHA conducted an analysis of its family (general occupancy) developments to determine concentrations of poverty to indicate the need for measures to promote deconcentration of poverty or income mixing.
- b. The SNRHA adopted the following changes to its admissions policies based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing:

Did the SNRHA adopt the following changes to other policies based on the results of the required analysis the need for deconcentration of poverty and income mixing? **YES**

If the answer to c was yes, how would you describe these changes? (Select all that apply)

- Additional affirmative marketing
 - Actions to improve the marketability of certain developments
- f. Based on the results of the required analysis, the SNRHA will make special efforts to attract or retain higher-income families in the following developments:
 - Sherman Gardens AMP 408 (NV 214)
 - Villa Capri AMP 408 (NV 215)
 - Marble Manor Annex AMP 407 (NV 203b)
 - Hampton Court AMP 404 (NV 1305)
 - Hullum Homes AMP 407 (NV 1307)
 - Jones Gardens AMP 407 (NV 1310)
 - g. Based on the results of the required analysis, SNRHA will make special efforts to assure access for lower-income families for the following developments:
 - AMP 408 (NV214 & NV215), AMP 407 (NV203b), AMP 406 (NV222a), AMP 404 (NV1305), AMP 407 (NV1307), & AMP 407 (NV1310)

B. Housing Choice Voucher (HCV)

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

(i) Eligibility

SNRHA conducts screening to determine criminal and drug-related activity, more extensively than required by law or regulations.

SNRHA request criminal records from local law enforcement agencies for screening purposes. This includes FBI access from the FBI for screening purposes.

SNRHA shall provide the current address and if known prior address and landlord.

Project-Based Voucher Program; After one year participants are eligible to receive a tenant based voucher “if” funding is available and they have given a proper (60 days) notice to their manager and have no pending evictions for unpaid debts.

Applications for admissions are done through the PHA’s Main office via telephone.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions :

(ii) Search Time

SNRHA will give extensions on standard 60-day period to search for a unit, in the event the applicant can demonstrate an effort to find housing at the discretion of the PHA and as a reasonable accommodation for disabled applicants. Additionally, SNRHA shall issue vouchers to disabled participants for 90 days for their initial search. The SNRHA may extend an additional 30 days as a reasonable accommodation.

Income targeting

- SNRHA does not plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income

Preferences

SNRHA have established preferences for admission to section 8 tenant-based assistance. The weighted value is in the order listed with none having equal weights.

Former Federal preferences

Federally declared disasters

- Foster youth aging out of the foster care system
- FUP/VASH referrals

The SNRHA does employ admissions preferences in the following order of priority. None have equal weight:

- Involuntary Displacement –Federally declared disasters
- Foster Youth Aging Out of the Foster Care System –limited to 10 per year
- Family Unification referrals
- Working preference which includes elderly and disabled and those applicants enrolled in a training program.
- Veteran Preferences
- Resident Preferences

Among applicants on the waiting list with equal preference status, they are then selected by date and time of their applications.

SNRHA does employ preferences for residents who live and/or work in the jurisdiction and it has been approved by HUD.

Relationship of preferences to income targeting requirements: This is not applicable.

(ii) Special Purpose Section 8 Assistance Programs

The documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained within the Section 8 Administrative Plan and HCV Briefing Packets

The SNRHA announces the availability of any special funding using public notices in all local newspapers as well as via faxes to organizations that service low-income families, including seniors and disabled.



ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

SNRHA is committed to providing its Section 8 participants with the broadest possible range of housing choices. At the briefing, families are encouraged to search for housing in non-impacted areas and informed that SNRHA will provide assistance to families who wish to do so. Non-impacted area is defined as census tracts within Clark County that are neither poverty-impacted areas nor areas of racial concentration identified by the Clark County and the HUD voluntary compliance agreement (VCA) as such.

SNRHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas. SNRHA encourages participation by owners of units outside of areas of poverty and minority concentration. SNRHA will also continue to be members of the NV Apartment Association and use media and other educational forums to promote the Housing Choice Program throughout all communities. This outreach includes developing partnerships with agencies that represent the disabled population within our communities.

SNRHA has developed and provides all participants with its deconcentration map that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

SNRHA will investigate and analyze when Voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration. A report of where families are currently leased vs. where families are moving will be maintained for SEMAP reporting purposes, which address deconcentration efforts of SNRHA.

The assistance provided to such families includes:

- Providing families with a search record form to gather and record information
- Direct contact with landlords
- Counseling with the family
- Providing information about services in various non-impacted areas
- Meeting with neighborhood groups to promote understanding
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies

SNRHA shall provide all applicants at their briefing an explanation of portability under the Housing Choice Voucher Program, including in the packet shall be a listing of the names and phone numbers of contact persons at neighboring housing authorities.

ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

SNRHA will give participants a copy of HUD form 903 to file a complaint.

(See Chapter 2 regarding Fair Housing and Reasonable Accommodation)



J. MIXED POPULATION UNITS

A mixed population community is a public housing community, or portion of a community 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 SNRHA preferences will be applied.

K. GENERAL OCCUPANCY UNITS

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

The SNRHA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

L. DECONCENTRATION OF POVERTY AND INCOME-MIXING

The SNRHA admission policy is designed to provide for de-concentration of poverty and income mixing by bringing higher income tenants into lower income communities and lower income tenants into higher income communities.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

The SNRHA will gather data and analyze, at least annually, the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in the SNRHA de-concentration efforts.

The SNRHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the community for the purpose of assisting the SNRHA in its de-concentration goals.

If the SNRHA annual review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular community, the SNRHA will evaluate the changes. The SNRHA will determine whether, based on the SNRHA methodology of choice, the community needs to be re-designated as a higher or lower income community or whether the SNRHA has met the de-concentration goals and the community needs no particular designation.



Deconcentration and Income-Mixing Goals

Admission policies related to the de-concentration efforts of the SNRHA do not impose specific quotas. Therefore, the SNRHA will not set specific quotas, but will strive to achieve de-concentration and income mixing in its developments.

The SNRHA income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. The SNRHA will use its annual analysis of its public housing stock and tenant incomes to provide benchmarks for the SNRHA.

The SNRHA income-mixing goal, in conjunction with the requirement to achieve income targeting, will be achieved via unit offer procedures described in Section O of this chapter.

Community Designation Methodology

Aggregate Average Method

The SNRHA will review the annual resident income of all family sites to develop an average annual income, which will be used as a baseline. Developments with an average annual income above that baseline will be considered higher income developments, and developments with an average annual income below the baseline will be considered lower income developments.

Upon analyzing its findings the SNRHA will apply the policies, measures and incentives listed in Section P of this chapter to bring higher income families into lower income developments.

SNRHA Incentives for Higher Income Families

Covered in Section O of this Chapter.

M. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 960.204(a)]

The waiting list will be purged at least tri-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 within the prescribed 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 SNRHA 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 SNRHA receipt of their application that they

Attachment B1c

Financial Resources

New financial data was generated and incorporated into the Assessment of Financial Resources. Refer to the template for information.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY2017)		
a) Public Housing Operating Fund	\$14,397,250	Estimated for 2017
b) Public Housing Capital Fund	\$3,861,882	2017 Allocation (estimated)
b.1) RHF – Second 5-YR Increment	\$90,131	2017 Allocation (estimated)
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$104,987,063	Estimated for 2017
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants	\$691,791 \$237,568 \$800,000 \$50,000	FSS 2017 ROSS-SC per year for 3 yrs. WIOA 2016-2017 NV DETR 2016-2017
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
FFY 16 – CFP NV01P018501-16	\$3,861,882	2016 Allocation
FFY 16 – CFP NV01R018502-16	\$90,131	2016 Allocation
FFY 15 – CFP NV39P018501-15	\$3,397,133	Revised 2015 Allocation.
FFY 15 – CFP NV39R018501-15	\$336,496	2015 Allocation
FFY 15 – CFP NV39R018502-15	\$173,119	2015 Allocation
FFY 14 – CFP NV39P018501-14	\$3,497,989	PH CFP
FFY 14 – CFP NV39R018501-14	\$410,238	CFP RHF-1 st 5YR Increment.
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income		
	\$5,980,700	
4. Other income (list below)		
Interest on general fund investments	\$61,800	
Non-dwelling rental income	\$0	

Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Other Income	\$229,849	
Management Fee (internal)	\$5,260,516	
5. Non-federal sources (list below)		
Homeownership Proceeds (as of 09/30/2016)	\$4,306,060	Homeownership & 5H to be used for new development
Disposition Proceeds	\$821,799	Proceed from sale of PHA units to be used for new development of PHA units
Revised Total Resources	\$152,455,829	Operations, Resident Programs and Capital needs and Replacement Housing

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

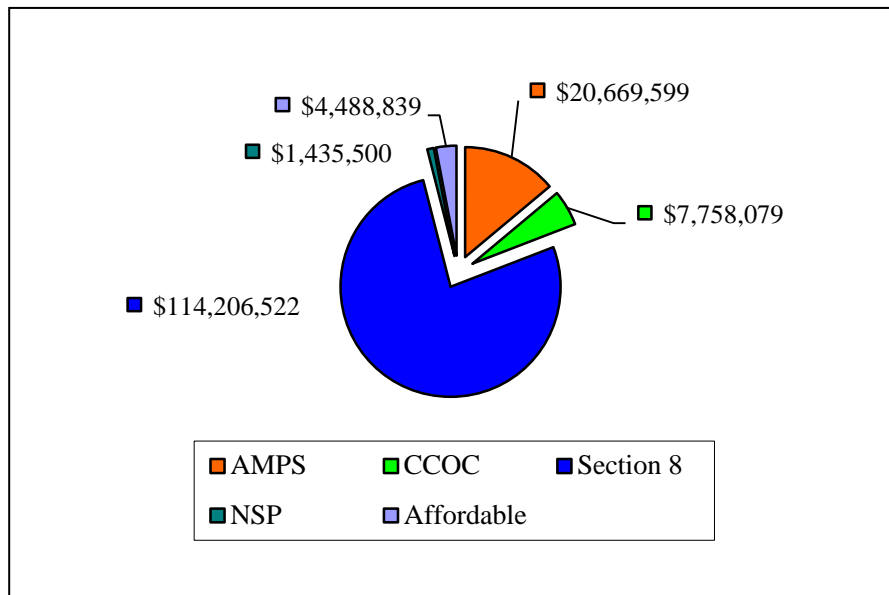
Assessment of Financial Resources

The assessment of financial resources is intended to describe the major sources and uses of funds available for the achievement of goals and objectives outlined in the Five Year Plan or supporting operational documents and plans. Some of the resources are restrictive in the use as defined in regulation or law and this information is available within the applicable regulations for each program or activity. To generate this Assessment of Financial Resources, information was taken from the following sources:

- FY 2017 Public Housing Operating Budget (FYE 09/30/17)
- FY 2017 Central Office Cost Center (FYE 09/30/17)
- FY 2017 Housing Choice Voucher Program Budget (FYE 09/30/17)
- FY 2017 Affordable Housing Budget (FYE 09/30/17)
- FY 2017 Neighborhood Stabilization Program (FYE 09/30/17)
- FFY 2017 Capital Fund Program Budget & Replacement Housing Factor II

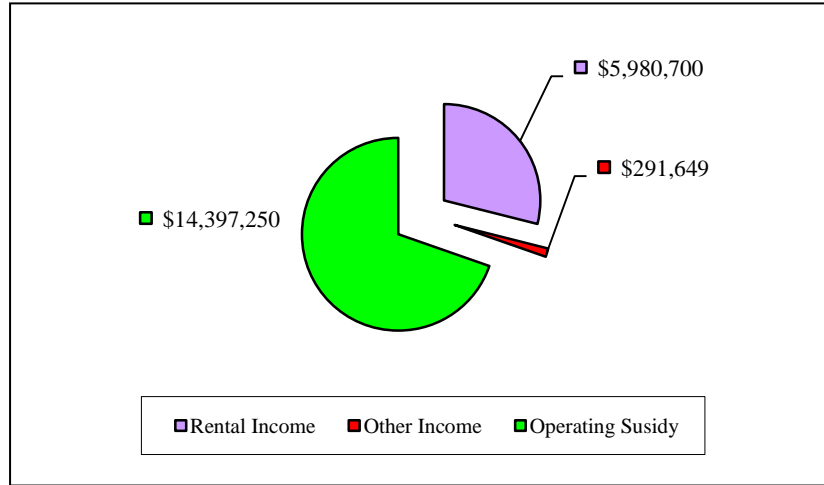
The following charts summarize the financial health of the Authority. Generally, operating funds are for the current fiscal year (PHA FYE 09/30/17) and special revenue funds are for the current federal fiscal year. The PHA is assuming that operating revenue for FY 2017 will remain constant.

**SUMMARY OF INCOME – AGENCY-WIDE
FISCAL YEAR ENDING SEPTEMBER 30, 2017**



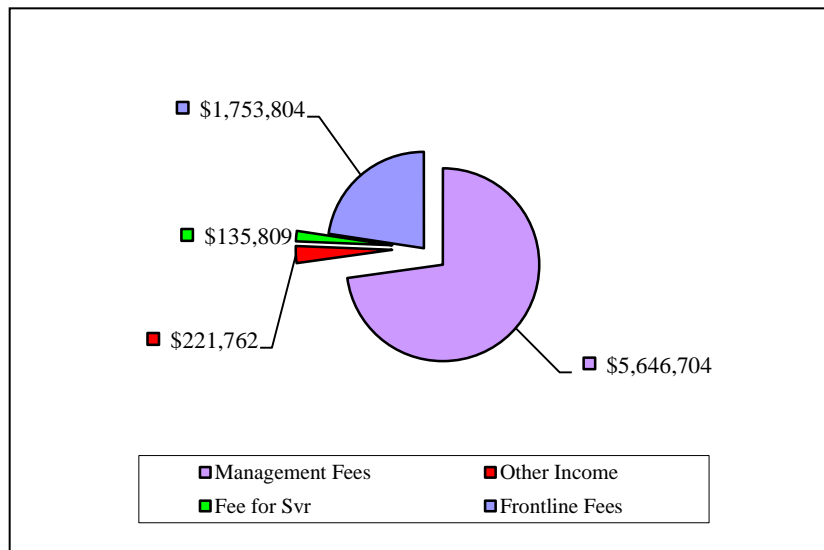
Based on FY 2017, operating budgets total \$148,558,539. The Low Income Public Housing Program Asset Management Projects (AMPS) account for 14% and the Central Office Cost Center account for 5%, the Housing Choice Voucher Program accounts for 77%, the Affordable Housing Program accounts for 3%, and the Neighborhood Stabilization Program accounts for 1% of the agency’s operating revenue. Sources of income for each program are detailed in the following charts and are based on FY 2017 program budgets.

**BREAKDOWN OF INCOME SOURCES – LOW RENT PUBLIC HOUSING PROGRAM - AMPS
FISCAL YEAR ENDING SEPTEMBER 30, 2017**



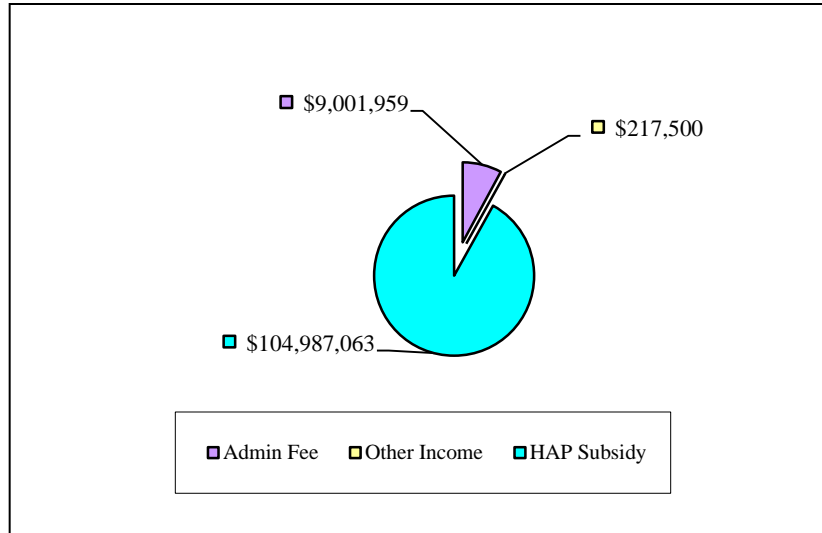
Rental Income represents 29% of total LIPH receipts, Other Income (Includes amount from Interest for Other Programs) represents 1% of total LIPH receipts, and Operating Subsidy from HUD represents 70% of total LIPH –AMPS receipts.

**BREAKDOWN OF INCOME SOURCES – CENTRAL OFFICE COST CENTER (COCC)
FISCAL YEAR ENDING SEPTEMBER 30, 2017**



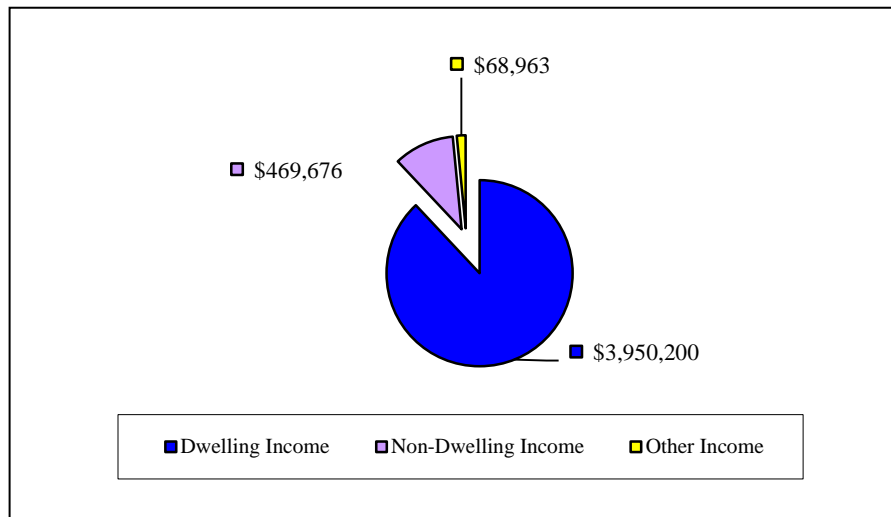
Management Fees Income represents 73% of total Central Office Cost Center (COCC) receipt, Other Income (includes interest income and other income) represents 3% of total COCC receipts, Fee for Service income totals 2%, and Frontline income represents 22% of total COCC receipts.

**BREAKDOWN OF INCOME SOURCES – HOUSING CHOICE VOUCHER PROGRAM
FISCAL YEAR ENDING SEPTEMBER 30, 2017**



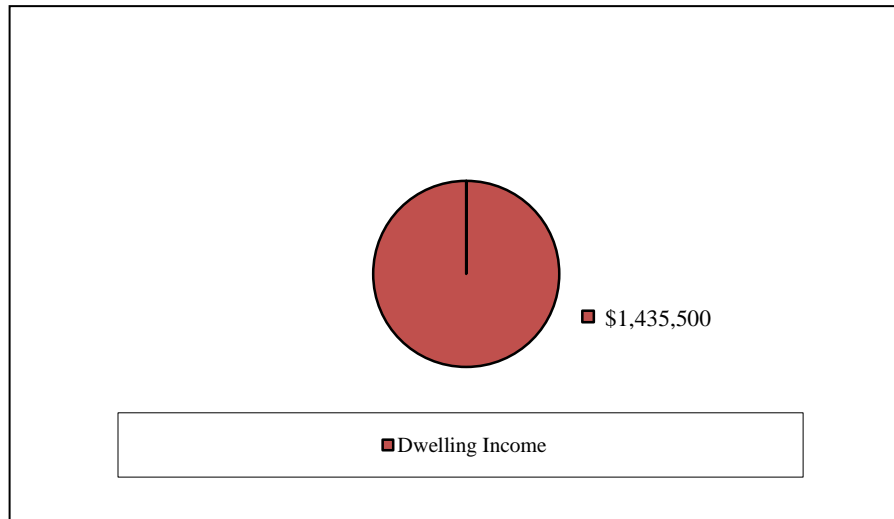
Administrative Fees represent 8% of total Housing Choice Voucher Program receipts, Other Income represents less than 1% of total Housing Choice Voucher receipts, and HAP Subsidy from HUD represents 91.8% of total Housing Choice Voucher Program receipts.

**BREAKDOWN OF INCOME SOURCES – AFFORDABLE HOUSING PROGRAM
FISCAL YEAR ENDING SEPTEMBER 30, 2017**



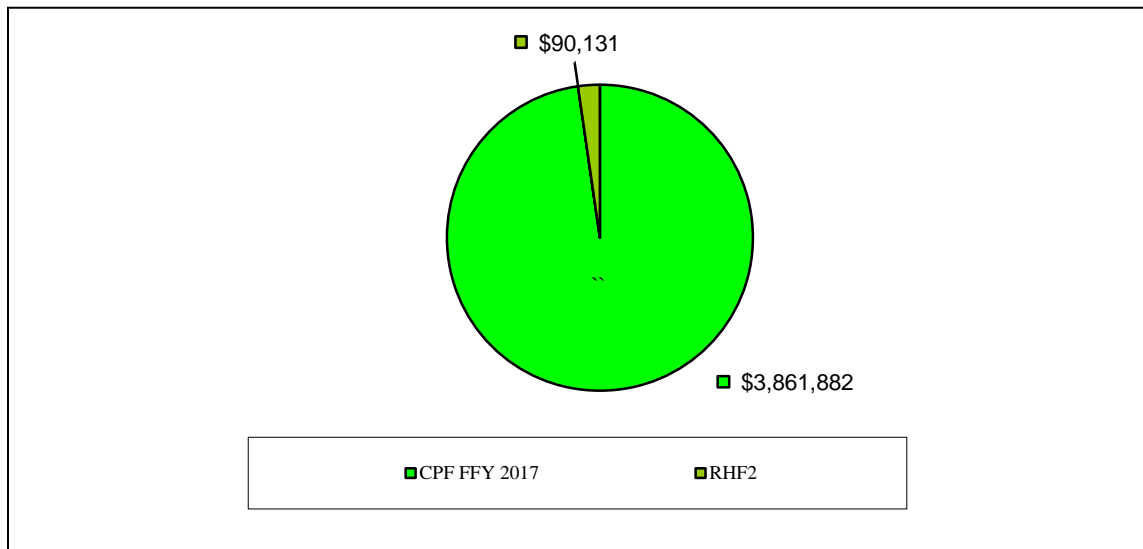
Dwelling Income represents 88% of total Affordable Housing receipts, Non-Dwelling Income represents 10% of total Affordable Housing receipts, and Other Income represents 2% of total Affordable Housing receipts.

**BREAKDOWN OF INCOME SOURCES – NEIGHBORHOOD STABILIZATION PROGRAM
FISCAL YEAR ENDING SEPTEMBER 30, 2017**



Dwelling Income represents 100% of total Neighborhood Stabilization Program’s receipts.

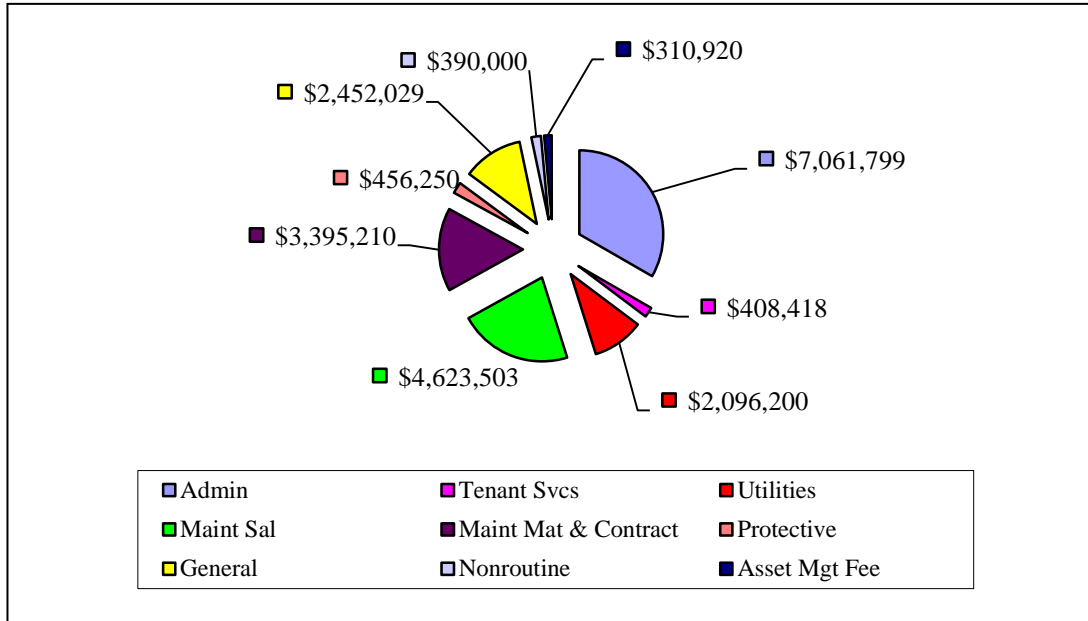
INCOME FROM SPECIAL REVENUE FUNDS



All special revenue funds are from HUD FFY 2017 and are awarded during the PHA’s FY 2017 based on budgets submitted with this plan. Of special revenue funds, the Capital Fund Program represents 98% of funding; the Replacement Housing Factor II represents 2%. Total special revenue funds are \$3,952,013 resulting in total agency income for FY 2017 of \$152,510,552.

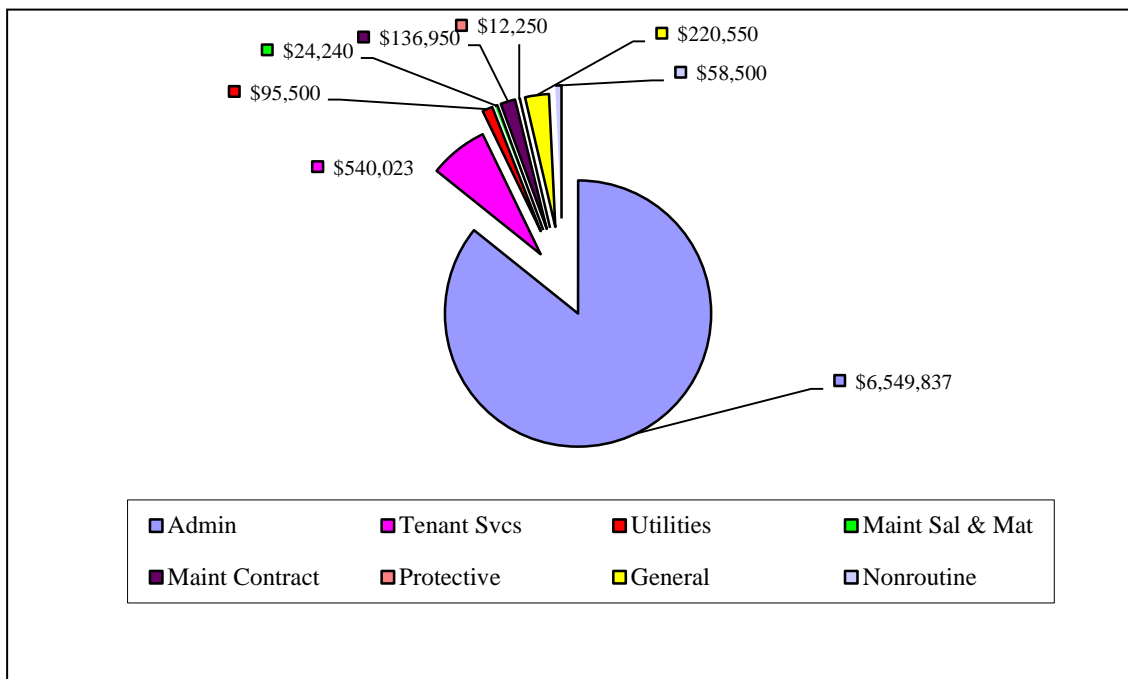
Estimated Expenditures – Public Housing Program-AMPS

FISCAL YEAR ENDING SEPTEMBER 30, 2017



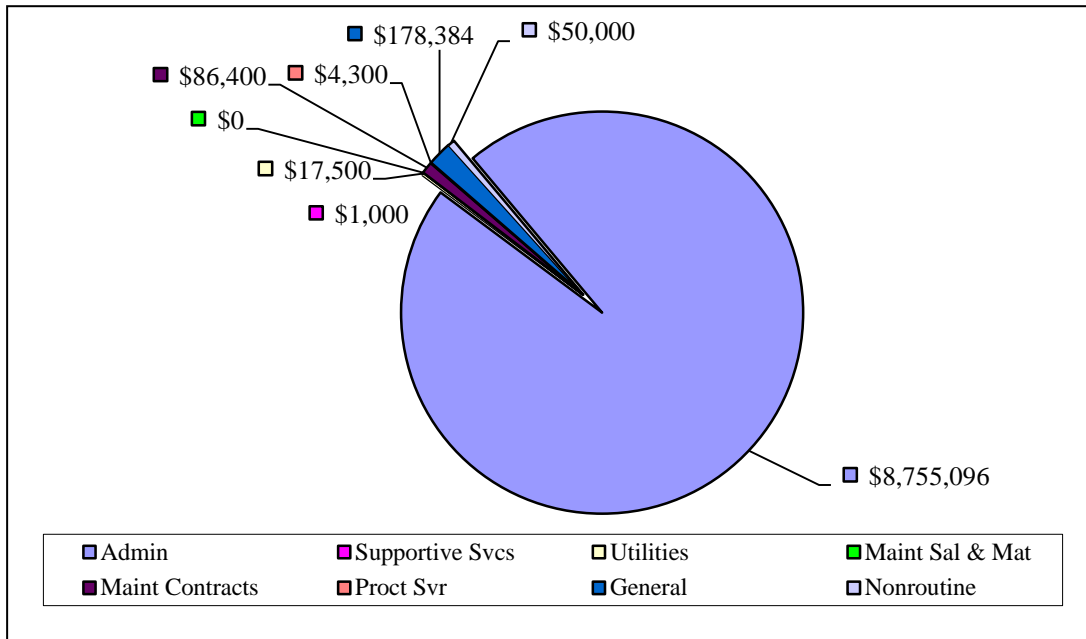
Estimated Expenditures – Central Office Cost Center-COCC

FISCAL YEAR ENDING SEPTEMBER 30, 2017



Estimated Expenditures – Housing Choice Voucher Program

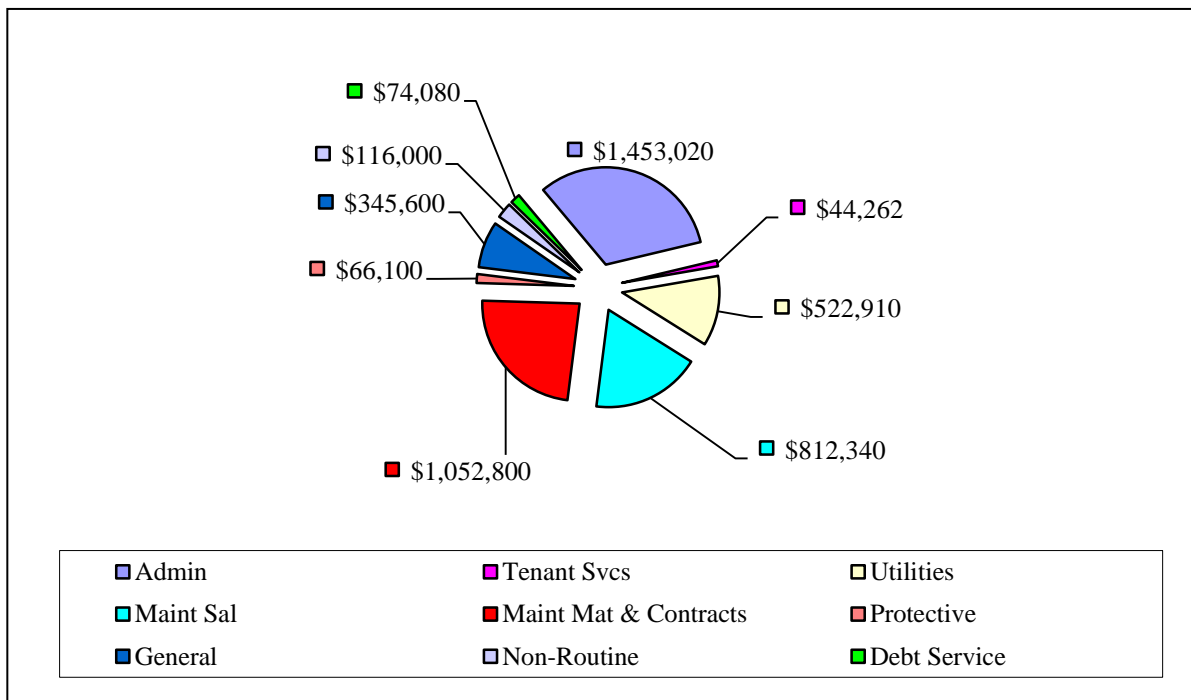
FISCAL YEAR ENDING SEPTEMBER 30, 2017



The above Housing Choice Voucher Program expenditures do not include \$104,987,063 in HAP Payments that should be included under the General Expense line above.

Estimated Expenditures – Affordable Housing Program

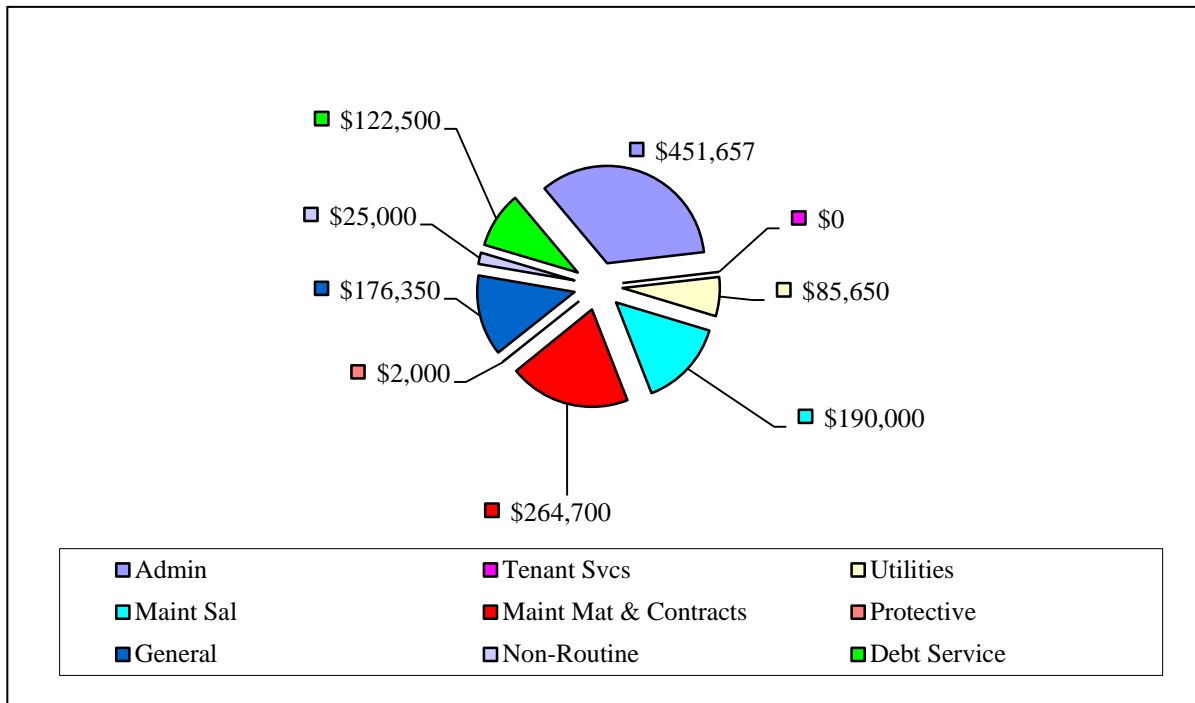
FISCAL YEAR ENDING SEPTEMBER 30, 2017



The above Affordable Housing expenditures are based on the FY 2017 budget.

Estimated Expenditures – NEIGHBORHOOD STABILIZATION Program

FISCAL YEAR ENDING SEPTEMBER 30, 2017



The above Neighborhood Stabilization Program expenditures are based on the FY 2017 budget.

Attachment B1d

Rent Determination

Public Housing

(i) Income Based Rent Policies

SNRHA has the following income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions:

- SNRHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the highest of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions).

Minimum Rent

- The SNRHA has set the minimum rent at \$50.00 and have not adopted any discretionary minimum rent hardship exemption policies.

Rents set at less than 30% than adjusted income

- The SNRHA does not plan to change rents at a fixed amount or percentage less than 30% of adjusted income, or have ceiling rents.

The SNRHA does not have nor plan to have ceiling rents.

Rent re-determinations:

- SNRHA requires tenants to report changes in income or family composition, between income reexaminations, anytime the family experiences an income increase, such that the changes result in an adjustment to rent.

The SNRHA does not plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year.

(ii) Flat Rents

The SNRHA uses the following sources, to establish comparability, in setting the market-based flat rents:

- An amount no less than 80% of the applicable FMR established under 8 (c) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07.

(iii) Section 8 Tenant-Based Assistance

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

Payment Standards

Describe the voucher payment standards and policies.

Rent Determination

The SNRHA's payment standards are at 109% of FMR.

If the payment standard is lower than FMR, why has the PHA selected this standard?
(Select all that apply) Not applicable

If the payment standard is higher than FMR, why has the PHA chosen this level?
This payment standard was chosen in order to alleviate an undue burden to the families due to HUD's changes in the bedroom size utility allowance.

SNRHA reviews Payment Standards annually.

The SNRHA consider in its assessment of the adequacy of its payment standard by reviewing both success rates of assisted families and rent burdens of assisted families.

(iv) Minimum Rent

The minimum rent (TTP) for SNRHA is \$50.00. 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 SNRHA

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

The SNRHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The SNRHA will review all relevant circumstances brought to the SNRHA's attention regarding financial hardship as it applies to minimum rent. SNRHA's procedures and policies in regard to minimum rent financial hardships have been established as set forth by the QHWRA.

Attachment B1e

Operation and Management

A. HUD Programs under PHA Management

The following is a list of Federal Programs administered by SNRHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each:

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2651	18.7%
Section 8 Vouchers	7506	7%
Section 8 Certificates	N/A	
Section 8 Mod Rehab	N/A	
Special Purpose Section 8 Certificates/Vouchers (list individually)		
VASH	1419	15%
NED	1576	3%
MAIN5	95	6%
FUP	365	10%
Public Housing Drug Elimination Program (PHDEP)	N/A	
Other Federal Programs(list individually)	N/A	

B. Management and Maintenance Policies

The following is a list of our public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(i) Public Housing Maintenance and Management:

- Admissions and Continued Occupancy Policy
- Emergency Maintenance Policy
- Additionally, SNRHA has a monthly pest control program to prevent and address any pest control infestations SNRHA addresses bed bug issues aggressively through the use of multiple remedies, including chemical and heat treatments.

(ii) Section 8 Management:

- Administrative Plan

FY2018 ANNUAL PLAN REVISION SUGGESTIONS

July 13, 2017
Brenda R. Fonseca

Housing Programs Department
Document: Administrative Plan (HCV) ACOP (PH) Other

Chapter	Page	Section	Line	Add (A) Delete (D) Change (C)	Proposed Language
2	7	2-II.B.	1	D	<p>2-II.B. DEFINITION OF REASONABLE ACCOMMODATION A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations SNHRA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.</p>
2	7	2-II.B.	1	A	<p>2-II.B. DEFINITION OF REASONABLE ACCOMMODATION: A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. For example, reasonable accommodations may include making home visits, extending the voucher term, or approving an exception payment standard in order for a participant to lease an accessible dwelling unit.</p>
3	25	3-III-G.	13	A	<p>Definitions As used in VAWA:</p> <ul style="list-style-type: none"> • The term <i>bifurcate</i> means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
3	26	3-III-G.	23	A	<ul style="list-style-type: none"> • The term <i>sexual assault</i> means: <ul style="list-style-type: none"> • Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent
5	15	5-I.F.	6	A	<p>5-I.F. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617 Streamlining Final Rule (SFR) Federal Register 3/8/16]</p>

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5	15 & 16	5-I.F.	36	A & D	<p>Calculation of the Disallowance Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member’s current income with his or her “prior baseline income.” The family member’s baseline income is his or her income immediately prior to qualifying for the EID. The family member’s baseline income remains constant throughout the period that he or she is participating in the EID.</p> <p>—SNRHA Policy —SNRHA defines prior income, or prequalifying income, as the family member’s —Last certified income prior to qualifying for the EID.</p> <p>The family member’s prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.</p> <p>Original Calculation Method While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Participants qualifying prior to May 9, 2016, will have the disallowance calculated under the “Original Calculation Method” described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the “Revised Calculation Method” which shortens the lifetime disallowance period to 24 consecutive months. Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.</p>
5	18	5-I.H.	1	D	5-I.H. ASSETS [24 CFR 5.609(b)(3), and 24 CFR 5.603(b)]

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5	18	5-I.H.	15	A	Optional policies for family self-certification of assets are found in Chapter 6.
5	28	5-I.M.	1	A	; Notice PIH 2015-21
5	28	5-I.M.	6	A	; Notice PIH 2015-21
5	29	5-I.M.	27	A	<ul style="list-style-type: none"> • <i>Tuition and fees</i> are defined in the same manner in which the Department of Education defines <i>tuition and fees</i> [Notice PIH 2015-21]. <ul style="list-style-type: none"> • This is the amount of tuition and required fees covering a full academic year most frequently charged to students. • The amount represents what a typical student would be charged and may not be the same for all students at an institution. • If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition. • Required fees include all fixed-sum charges that are required of a large proportion of all students. Examples include, but are not limited to, writing and science lab fees and fees specific to the student’s major or program (i.e., nursing program). • Expenses related to attending an institution of higher education must not be included as tuition. Examples include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed-sum charges.
5	29	5-I.M.	42	D	<ul style="list-style-type: none"> • Tuition will have the meaning given this term by the institution of higher education in which the student is enrolled.
5	41	5-III.A.	14	A	Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]
5	44	5-III.C.	1	A	5-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505; 982.503(b)]

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5	45	5-III.C.	39	C	<p>Reasonable Accommodation If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, SNRHA is allowed to establish a higher payment standard for the family within the basic range of not more than 120 percent of the published FMR (90-110 percent).</p>
5	54	EXHIBIT 5-4:	14	A	<p><i>(b) Definitions.</i> The following definitions apply for purposes of this section. <i>Baseline income.</i> The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of this section of a person with disabilities (who is a member of a qualified family.)</p>
5	54 & 55	EXHIBIT 5-4:		C	<p>(1) Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.</p> <p>During the 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.</p>

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5	55	EXHIBIT 5-4:		C	<p>(2) Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment. Upon expiration of the 12-month period defined in paragraph (c)(1) of this section and for the subsequent 12-month period, the responsible entity must exclude from annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.</p>
5	56	EXHIBIT 5-4:	1	C	<p>(3) Maximum four year disallowance. The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48 month period starting from the initial exclusion under paragraph (c)(1) of this section.</p> <p><i>Maximum 2-year disallowance.</i> The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) of this section is limited to a lifetime 24-month period. The disallowance applies for a maximum of 12 months for disallowance under paragraph (c)(1) of this section and a maximum of 12 months for disallowance under paragraph (c)(2) of this section, during the 24- month period starting from the initial exclusion under paragraph (c)(1) of this section.</p> <p>(4) <i>Effect of changes on currently participating families.</i> Families eligible for and participating in the disallowance of earned income under this section prior to <i>May 9, 2016</i> will continue to be governed by this section in effect as it existed immediately prior to that date (see 24 CFR parts 0 to 199, revised as of April 1, 2016).</p>

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6	57	Tenant Repayment Agreement		D	e. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
7	4	7-I.B.		D	The HUD pamphlet regarding lead-based paint entitled Protect Your Family from Lead in Your Home
8	4	8-I.B.		A	<u>SNRHA Policy</u> Windows must open properly and lock when closed.
8	5	8-I-B.		A	<u>SNRHA Policy</u> <u>Ventilation</u> Operable exhaust fans are required in each bathroom, regardless if any windows are present. Additional SNRHA Local Requirements: Refrigerators' temperature should be between 32° F and 40° F. All sliding patio doors must have proper rollers so that they are in easy working condition and should properly lock when closed.
8	6	8-I-C.		D	<u>SNRHA Policy</u> The following are considered life threatening conditions: ▪ Absence of a working heating system when outside temperature is below 60 degrees. ▪ No air conditioning during the summer months May –Oct ▪ No heating during the winter months Oct –April
8	8	8-II-A.		D	On an initial inspection, the owner will be given up to up to ten (10) calendar days to correct the items noted as Fail, at the Inspector's discretion,...

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8	10	8-II.A.		C	<p><i>Inspection Costs (Notice PIH 2016-05)</i></p> <p>SNRHA may not charge the family or owner for unit inspections [24 CFR 982.405(e)]. In the case of inspections of SNRHA-owned units, SNRHA may compensate the independent agency from ongoing administrative fee for inspections performed. SNRHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].</p> <p style="text-align: center;"><u>SNRHA Policy</u></p> <p style="text-align: center;">SNRHA will not charge a fee for failed reinspections.</p>
8	11	8-II-B.		C	<p>Inspection Results and Re-inspections</p> <p><u>SNRHA Policy</u></p> <p>SNRHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 ten (10) calendar days of submission of the Request for Tenancy Approval (RFTA).</p> <p>...</p> <p>Inspection Results and Re-inspections</p> <p>If any HQS violations are identified, the owner or his/her representative will be notified of the deficiencies on-site with a written notice to follow no later than the next business day. This notice shall provide a time frame of 15 ten (10) calendar days to correct violations. If requested by the owner, the time frame for correcting the deficiencies may be extended by SNRHA for good cause. A supervisor must approve all extensions. SNRHA will re-inspect the unit within three (3) business days of the date the owner notifies SNRHA that the required corrections have been made.</p>

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8	12	8-II.C.		C	<p>8-II.C. ANNUAL HQS INSPECTIONS [Final Rule Notice 6-25-2014] 24CFR 982.405-982.406. Notice PIH 2016-05]</p> <p>Scheduling the Inspection</p> <p>Each unit under a HAP contract must have an annual inspection within twelve (12) months after the date of the previous annual or initial inspection.</p> <p><i>The PHA will not rely on alternative inspection standards.</i></p>
8	13	8-II.D.	1	C	<p>8-II.D. SPECIAL INSPECTIONS [HCV GB, p. 10-30] [24 CFR 982.405(g)]</p> <p>SNRHA will conduct a special inspection within one (1) to three (3) business days if the owner, family, or another source reports HQS violations in the unit.</p>
8	13	8-II.D.		D	<p>The unit sample must include only units that have been inspected within the preceding month. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods. Quality control inspections will be logged in a manner that is reviewable and retained for SEMAP confirmation.</p>
8	14	8-II-F.		A	<p>Extensions</p> <p>All requests for extensions must be submitted in writing to the Inspections Department within seven (7) days of the original default date and approved by the Housing Quality Standards (HQS) Supervisor and/or Housing Programs (HP) Management.</p>
8	15	8-II-F.		A	<p>Re-inspections</p> <p><u>SNRHA Policy</u></p> <p>...If the deficiencies have not been corrected by the time of the re-inspection, SNRHA will send a Notice of Abatement and Notice of Cancellation of Contract to the owner, or in the case of family caused violations, a Notice of Termination to the family, in accordance with SNRHA policies. ...</p>

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8	15	8-II-G.		A	<p>HAP Abatement <u>SNRHA Policy</u></p> <p>SNRHA will make all HAP abatements effective the first of the following month from the date of the second default notice if repairs are not made no later than the day/time of the scheduled re-inspection, unless there is an approved written extension by SNRHA management staff prior to the due date. SNRHA will inspect abated units within three (3) business days of the owner's notification that the work has been completed if the contract has not been cancelled or the abatement period has not ended.</p>
8	15 & 16	8-II-G.		C	<p>HAP Contract Termination Cancellation <u>SNRHA Policy</u></p> <p>The maximum length of time that HAP may be abated is 30 calendar days. However, if the owner completes corrections and notifies SNRHA before the termination cancellation of the HAP contract, SNRHA may rescind the termination cancellation notice if:</p> <ul style="list-style-type: none"> (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection. Reasonable notice of HAP contract termination cancellation by SNRHA is at least 30 calendar days. <p>If the owner does not make the necessary corrections by the end of the abatement period, SNRHA will send a Notice of HAP-termination Cancellation of Contract to the owner and a notice to the family that the HAP contract is being terminated cancelled and the family must move in order to continue to receive assistance. The notice will be mailed the first day of the abatement period. Once the termination cancellation goes into effect, SNRHA will not rescind it.</p>

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8	16	Example 1:		C	<p>Example 1:</p> <p>July 1st - Unit failed inspection.</p> <p>July 16th - Unit is re-inspected and fails. The HAP is placed in Abatement effective the first of the following month (August 1st) for 30 calendar days.</p> <p>The HAP Contract is cancelled (Owner/Agent and Participant notified) effective August 31st.</p> <p>The participant will be issued a moving packet and Notice of Cancellation of Contract within five (5) calendar days from the date of the cancellation notice Abatement Notice.</p> <p>The owner/agent must notify SNRHA by August 15th the end of the Abatement period, of deficiencies corrected and request a re-inspection.</p> <p>If the unit passes inspection, the HAP payment will be reinstated and the participant will have the option to remain in the unit or continue the moving process and the contract cancellation date of August 31st will stand.</p> <p>If the owner/agent does <u>not</u> notify SNRHA for the re-inspection, the HAP payments will not be reinstated, the HAP contract will be cancelled as of August 31st and the family must vacate the unit as of this date and will be responsible for the full contract rent to the owner/agent.</p> <p>If the participant remains in the unit after August 31st, the participant will be responsible for the full contract rent to the owner/agent.</p>

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8	17	Example 2:		C	<p>Example 2:</p> <p>July 28th - Unit failed inspection.</p> <p>A Notice of Default is immediately issued with a re-inspection date for August 12th. (The Notice of Default will also notify the owner/agent of a contract termination date of September 30th if all unit deficiencies are not corrected.) Any extensions for the re-inspection date must be received within seven (7) calendar days of the original date of the Notice of Default.</p> <p>August 4th – SNRHA has received the Owner/Agent’s request for an extension for re-inspection date. The request is granted. The owner/agent receives up to 15 additional calendar days from the date of the original re-inspection date. (August 12th + 15 days = August 27th) for the reinspection.</p> <p>August 27th – Unit is re-inspected and fails.</p> <p>The HAP is placed in Abatement effective the first of the following month (September 1st.)</p> <p>The HAP Contract is cancelled effective September 30th.</p> <p>The participant will be issued a moving packet and Notice of Cancellation of Contract within five (5) calendar days from the date of the Abatement Notice.</p> <p>The unit will be placed in abatement (30 days from August 27th —September 26th) and the Notice of Cancellation of Contract will be issued to the owner/agent confirming the cancellation date of September 30th (the last day of the month after the 30-day abatement period.) In addition, the participant will be issued a moving packet within five (5) calendar days from the date of the Notice of Cancellation of Contract.</p> <p>The owner/agent must notify SNRHA by September 26th the end of the Abatement period of deficiencies corrected and request a re-inspection.</p> <p>If the unit passes inspection, the HAP payment will be reinstated and the</p>

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					<p>participant will have the option to remain in the unit or continue the moving process. and the contract cancellation date of September 30th will stand.</p> <p>If the unit fails inspection or if the owner/agent does not notify SNRHA for a re-inspection, the HAP payments will not be reinstated and the HAP contract will be cancelled as of September 30th. If the participant remains in the unit after September 30th, the participant will be responsible for the full contract rent to the owner/agent.</p>
8	23	EXHIBIT 8-1:		C	<ul style="list-style-type: none"> • HUD Inspection Form, form HUD-52580-(3-01) (4-20-2015) and Inspection Checklist, form HUD-52580-A (9-00) (4/2015)
8	26	EXHIBIT 8-2:		C	<ul style="list-style-type: none"> • HUD Inspection Form, form HUD-52580-(3-01) (4-20-2015) and Inspection Checklist, form HUD-52580-A (9-00) (4/2015)
9	2	9-I.B.		C	<ul style="list-style-type: none"> • A Valid State issued Business License, if applicable (Does not have to be for Nevada) • A copy of an active LLC (Limited Liability Company/Corporation)
10	11	10-II.B.		A	<p>Voucher Issuance and Term</p> <p>An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, SNRHA will follow the regulations and procedures set forth in Chapter 7. A new voucher is not required for portability purposes.</p> <p style="text-align: center;"><u>SNRHA Policy</u></p> <p>For families approved to move under portability, SNRHA will issue a new voucher within 10 calendar days of SNRHA's receiving a Vacate or other written notice which is approvable to port out.</p> <p>The initial term of the voucher will be 60 calendar days, 90 calendar days for disabled families, and 120 days for participants porting out.</p>

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11	1	11-I.A.		C	<p><u>SNRHA Policy</u> SNRHA will continue to conduct annual reexaminations at this time every year.</p>
11	7	11-II.B.		C	<p>When any new family member is added, SNRHA must conduct a reexamination to determine any new income or deductions associated with the additional family member and to make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of either the annual or interim reexamination [24 CFR 982.516(e)(2)].</p>
11	9	11-II.C.		C	<p><u>SNRHA Policy</u> SNRHA will conduct interim reexaminations in each of the following instances:</p> <ul style="list-style-type: none"> • For families receiving the Earned Income Disallowance (EID), SNRHA will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period) of the 24-month eligibility period.
12	9	12.I.D.3.c		A	<p><i>Immediate vicinity means within a three-block radius of the premises.</i> Evidence of such criminal activity includes, but is not limited to:</p> <ul style="list-style-type: none"> • Any conviction for drug-related or violent criminal activity within the past 5 years. • Records of arrests for drug-related or violent criminal activity within the past five (5) years, although a record of arrest(s) will not be used as a basis for the denial or proof that the applicant engaged in disqualifying criminal activity. • Any record of eviction from public or privately-owned housing as a result of criminal activity within the past five (5) years. • A conviction for drug-related or violent criminal activity will be given more weight.
12	16	12-II.D.		A	<p>A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.</p>

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12	17	12-II.D.		A	<p><u>SNRHA Policy</u> SNRHA will terminate a family’s assistance if any household member has violated the family’s obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program. SNRHA will consider all credible evidence, including but not limited to, any record of convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.</p> <p style="color: red;">A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.</p>
12	24 & 25	12-III.D.		C	<p>Consideration of Circumstances [24 CFR 982.552(c)(2)(i)] SNRHA is permitted, but not required, to consider all relevant circumstances when determining whether a family’s assistance should be terminated.</p> <p><u>SNRHA Policy</u> SNRHA will consider the following facto facts and circumstances when making its decision to terminate assistance:</p>
13	17	13-II.F.		C	<ul style="list-style-type: none"> • A valid State issued Business License, if applicable • A copy of an active LLC (Limited Liability Company/Corporation)
14	1	Part I		C	<p>PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155] SNRHA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a SNRHA fiscal year. Since FFY 2004, the use of administrative fee reserves, called Unrestricted Net Assets Position (UNP), is restricted to activities related to rental assistance under the Section 8 program, including development activities.</p>

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14	4	14-II.B		C	<p>Unit-by-Unit Exceptions [24 CFR 982.503 (e)(2)(ii) (b), 24 CFR 982.505(d), Notice PIH 2010-26]</p> <p>Unit-by-unit exceptions to SNRHA’s payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect SNRHA’s payment standard schedule.</p> <p>When needed as a reasonable accommodation, SNRHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 110 120 percent of the applicable FMR for the unit size [HCV-GB-7-9 24 CFR 982.503(b)]. SNRHA may request HUD approval for an exception to the payment standard for a particular family if the required amount falls between 110 and exceeds 120 percent of the FMR.</p>
14	33	14-X.D.		A	<p>14-X.D. CONFLICTING DOCUMENTATION [24 CFR 5.2007(e)]</p> <ul style="list-style-type: none"> • In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property. • <u>PHA Policy</u> • If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. <p>14-IX.D E. CERTIFICATION OF DOMESTIC VIOLENCE, DATING, OR STALKING</p>



The 504 Officer's contact phone number will be indicated as the contact for requests for accommodation for persons with disabilities.

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

-A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. For example, reasonable accommodations may include making home visits, extending the voucher term, or approving an

exception payment standard in order for a participant to lease an accessible dwelling unit.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for SNRHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When needed, SNRHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside SNRHA range) if SNRHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with SNRHA staff
- Displaying posters and other housing information in locations throughout SNRHA's office in such a manner as to be easily readable from a wheelchair
- A utility allowance that is higher than the applicable amount on the utility allowance schedule. SNRHA will consider requests to approve a utility allowance because of additional equipment that uses an allowable consumption verified by engineering studies and will allow up to twenty-percent (20%) over the published and approved utility allowance.

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that SNRHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to SNRHA's programs and services.



provide a copy of the record to the applicant upon their request. The letter will advise the applicant of their right to dispute the accuracy and relevance of the record, and shall further advise the applicant of their rights to request an informal review of the intended denial action. The record will be provided to the applicant in person upon presentation of valid government-issued photo identification. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact SNRHA to dispute the information within that 10 business day period, SNRHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, or stalking are contained in Section 3-III.G.

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program:

- That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- Additionally, VAWA 2013, extends housing protections to survivors of sexual assault, adds “intimate partner” to the list of eligible relations covered in the definition of *domestic violence*.

Definitions

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.
- The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an



adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- The term *immediate family member* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
 - Any other person living in the household of that person and related to that person by blood and marriage.
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent

Notification and Victim Documentation

SNRHA Policy

SNRHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under SNRHA's policies. Therefore, if SNRHA makes a determination to deny admission to an applicant family, SNRHA 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 one of the following elements:



designed to prepare the individual for the job market. This preference is extended equally to elderly families or disabled families, including but not limited to those whose head or spouse is receiving SSI, SSD, or who can be verified to be unable to work, if both the head of household and spouse is either elderly or disabled. **30 points**

Veteran preference for veteran as defined by State. **35 points**

Residency preferences for head, co-head or spouse, who live, work, have been hired to work, or are enrolled full time in an accredited school in Clark County. **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 spouse) a **deceased veteran** with a service-connected death.

33 points

FINAL VERIFICATION OF PREFERENCES [24 CFR 5.415]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, SNRHA will obtain necessary verifications of preference at the interview and by third party verification.

PREFERENCE DENIAL [24 CFR 5.415]

If SNRHA denies a preference, SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with the Housing Programs Manager or Director of Housing Programs. 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.

4.III. E. INCOME TARGETING REQUIREMENT [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during the PHA’s fiscal year. ELI families are those with annual incomes at or below federal poverty levels or 30% of the area median income, whichever number is higher. To ensure this requirement is met, SNRHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are “continuously assisted” under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

SNRHA Policy

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year SNRHA will reserve a minimum of seventy-five percent of its Housing Choice Vouchers new admissions for families whose income does not exceed 30 percent of the



receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

Earned Income Disallowance

The earned income disallowance for persons with disabilities is discussed in section 5-I.E below.

5-I.F. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

[24 CFR 5.617 Streamlining Final Rule (SFR) Federal Register 3/8/16]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 5-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income."

The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID.



Original Calculation Method

While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Participants qualifying prior to May 9, 2016, will have the disallowance calculated under the “Original Calculation Method” described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the “Revised Calculation Method” which shortens the lifetime disallowance period to 24 consecutive months. Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same. *Earned Income Disregard (EID)*

With HUD’s Final Rule dated March 8, 2016, entitled “Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule,” the requirements changed that families maintain continual employment in order to obtain EID benefits over a straight 24-month period. The Final Rule removes this requirement for continuous employment and benefits now applies for a straight 24-month period, with a clear start and end date, irrespective of whether a family maintains continual employment during the 24-month period. SNRHA shall not track start and stop time of employments but shall track start date, the 12-month date (on which the amount of the disregard may change from 100 percent to not less than 50 percent of earned income) and the 24-month end date. For families enrolled prior to the effective date of this regulation (March 8, 2016,) the previous requirement shall continue.

Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

SNRHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings whether the family reports the earnings or not.

Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings.

Lifetime Limitation

The EID has a two (2) year (24-month) lifetime maximum. The two-year eligibility period begins at the same time the initial exclusion period begins and ends 24 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.



HUD regulations require SNRHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

SNRHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, SNRHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

SNRHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

5-I.H. ASSETS [24 CFR 5.609(b)(3), 24 CFR 5.603(b)]

Overview

There is no asset limitation for participation in the HCV program. However, HUD requires that SNRHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, SNRHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 5-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 5-3 provides the regulatory definition of *net family assets*. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

Optional policies for family self-certification of assets are found in Chapter 6.

General Policies

Income from Assets

SNRHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.



Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by SNRHA.

Any contribution or gift received for two consecutive months or more 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. Sporadic income is defined as contributions of monetary gifts for less than 2 months within a calendar year and not made for two consecutive months. Additionally, sporadic income will be defined as earned income of less than 5 hours per month for no more than two consecutive months. (See Chapter 6 on "Verification Procedures" for further definition.)

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

For contributions that may vary from month to month (e.g., utility payments), SNRHA will include an average amount based upon past history.

5-I.M. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9); Notice PIH 2015-21]

In 2005, Congress passed a law (for section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

Student Financial Assistance Included in Annual Income [24 CFR 5.609(b)(9) FR 4/10/06 ; Notice PIH 2015-21]

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, , the project-based voucher program, or the moderate rehabilitation program.
- They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these three (3) conditions, any financial assistance in excess of tuition received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, SNRHA will use the definitions of *dependent child*, *institution of higher education*, and *parents* in Section 3-II.E, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State



Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.

- *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition and fees* are defined in the same manner in which the Department of Education defines *tuition and fees* [Notice PIH 2015-21].
 - This is the amount of tuition and required fees covering a full academic year most frequently charged to students.
 - The amount represents what a typical student would be charged and may not be the same for all students at an institution.
 - If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition.
 - Required fees include all fixed-sum charges that are required of a large proportion of all students. Examples include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).
 - Expenses related to attending an institution of higher education must **not** be included as tuition. Examples include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed-sum charges.

Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]

Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance.
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*.
- Students who are over 23 **AND** have at least one dependent child, as defined in Section 3-II.E.
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

5-I.N. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)].



Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]

When SNRHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

SNRHA Policy

SNRHA will make utility reimbursements to the family.

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the PHA may elect to establish policies regarding the frequency of Utility Reimbursement Payments (URP) for payments made to the family,

1. The PHA will have the option of making URPs not less than each calendar-year quarter for reimbursements. In the event a family leaves the program in advance of its next quarterly reimbursement, the PHA would be required to reimburse the family for a prorated share of the applicable reimbursement. PHAs exercising this option must have a hardship policy in place for participants.
2. If the PHA elects to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

SNRHA Policy

SNRHA will make utility reimbursement payments directly to the family on a monthly basis.

5-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

Overview

If SNRHA establishes a minimum rent greater than zero, SNRHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If SNRHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

SNRHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.



- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.

5-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505; 982.503(b)]

Overview

SNRHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of SNRHA's payment standards. The establishment and revision of SNRHA's payment standard schedule are covered in Chapter 16.

Payment standard is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under SNRHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If SNRHA has established an exception payment standard for a designated part of an FMR area and a family's unit is located in the exception area, SNRHA must use the appropriate payment standard for the exception area.

SNRHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, SNRHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

Changes in Payment Standards

When SNRHA revises its payment standards during the term of the HAP contract for a family's unit, it will apply the new payment standards in accordance with HUD regulations.

Decreases

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard. SNRHA will determine the payment standard for the family as follows:

Step 1: At the first regular reexamination following the decrease in the payment standard, SNRHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family.



Step 2: SNRHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by SNRHA at the first regular reexamination following the decrease in the payment standard will be the higher of these two payment standards. SNRHA will advise the family that the application of the lower payment standard will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard.

Step 3: At the second regular reexamination following the decrease in the payment standard, the lower payment standard will be used to calculate the monthly housing assistance payment for the family unless SNRHA has subsequently increased the payment standard, in which case the payment standard will be determined in accordance with procedures for increases in payment standards described below.

Increases

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8].

Changes in Family Unit Size

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

Reasonable Accommodation

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, SNRHA is allowed to establish a higher payment standard for the family of not more than 120 percent of the published FMR.. Over the basic range, SNRHA will seek HUD's approval.

5-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

SNRHA established utility allowance schedule is used in determining the family's share and SNRHA subsidy. SNRHA must use the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using SNRHA subsidy standards.

Reasonable Accommodation

HCV program regulations require SNRHA to approve a utility allowance amount higher than shown on SNRHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, SNRHA will approve an allowance for air-conditioning, even if SNRHA has determined that an allowance for air-conditioning generally is not needed.



EXHIBIT 5-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

24 CFR 5.617 Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.

(a) *Applicable programs.* The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

(b) *Definitions.* The following definitions apply for purposes of this section.

Baseline income. The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of this section of a person with disabilities (who is a member of a qualified family.)

Disallowance. Exclusion from annual income.

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

Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-- provided that the total amount over a six-month period is at least \$500.

(c) *Disallowance of increase in annual income—*

(1) Initial twelve month exclusion. During the 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.



(2) Second twelve month exclusion and phase-in. Upon expiration of the 12-month period defined in paragraph (c)(1) of this section and for the subsequent 12-month period, the responsible entity must exclude from annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

(3) *Maximum 2-year disallowance.* The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) of this section is limited to a lifetime 24-month period. The disallowance applies for a maximum of 12 months for disallowance under paragraph (c)(1) of this section and a maximum of 12 months for disallowance under paragraph (c)(2) of this section, during the 24-month period starting from the initial exclusion under paragraph (c)(1) of this section.

(4) *Effect of changes on currently participating families.* Families eligible for and participating in the disallowance of earned income under this section prior to *May 9, 2016* will continue to be governed by this section in effect as it existed immediately prior to that date (see 24 CFR parts 0 to 199, revised as of April 1, 2016).

(d) *Inapplicability to admission.* The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).



EXHIBIT 5-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) *Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) *Definitions.* The following definitions apply for purposes of this section: *Covered families.* Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) *Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).



Tenant Repayment Agreement. Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance unless balance is paid in full no later than the last day of the month of the default.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able to collect for those years.

SNRHA shall offer the opportunity to all household to provide additional contact information on the HUD form 92006 at the time of application. Families are not required to supply the information but SNRHA shall offer the family an opportunity to complete the form.



SNRHA Policy

When SNRHA-owned units are available for lease, SNRHA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease, and is not obligated to choose a SNRHA-owned unit.

Briefing Packet [24 CFR 982.301(b)]

If the family includes a person with disabilities, SNRHA will ensure compliance with CFR 8.6 to ensure effective communication. Additionally, persons who qualify for Mainstream Voucher and said vouchers are available, shall be issued that voucher type.

Documents and information provided in the briefing packet must include the following:

- The term of the voucher and SNRHA's policies on any extensions or suspensions of the term (Tolling). If SNRHA allows extensions, the packet must explain how the family can request an extension and provide the form
- A description of the method used to calculate the housing assistance payment for a family, including how SNRHA determines the payment standard for a family, how SNRHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule
- An explanation of how SNRHA determines the maximum allowable rent for an assisted unit
- Where the family may lease a unit. For a family that qualifies to lease a unit outside SNRHA jurisdiction under portability procedures, the information must include an explanation of how portability works and a list of contacts
- The HUD-required tenancy addendum and lease requirements
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy and submitting the completed packet for lease-up. SNRHA requires a signed lease by both parties with no effective date, to be attached to the Request For Tenancy Approval (RFTA) when it is returned
- A statement of SNRHA policy on providing information about families to prospective owners
- SNRHA occupancy standards including when and how exceptions are made
- The HUD brochure on how to select a unit and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form. SNRHA will also include the pamphlet "Fair Housing: It's Your Right"
- A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration. This list identifies units that have been stated as being accessible by the owners



Clarifications of HUD Requirements

SNRHA Policy

As permitted by HUD, SNRHA has adopted the following specific requirements that elaborate on HUD standards.

Walls

In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.

Windows

Windows sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a weather-tight seal.

Window screens must be in good condition (applies only if screens are present).

Windows must open properly and lock when closed.

Doors

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Double cylinder deadbolt locks are NOT permitted on any door under any circumstances.

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.

While baseboards are preferred in dwelling units, the absence of baseboards throughout a unit (in of itself) shall not be cause for a FAIL rating on an HQS Inspection. However, if baseboards are present in all but one or two areas in a unit, then the baseboards should be required in those areas to preserve a “finished look”. Vinyl baseboards are permitted.

Sinks

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.



If any sink in a unit is equipped with a built-in stopper device, the device must be in working condition.

Security

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Ventilation

Operable exhaust fans are required in each bathroom, regardless if any windows are present.

Additional SNRHA Local Requirements:

All appliances provided by the owner must be kept in safe and working condition.

Refrigerators temperature should be between 32° F and 40° F.

All holes in walls are to be patched with the exception of minor nail holes.

Doorstops are required on all doors subject to damaging walls when opened.

If cabinets are designed to have drawers and doors, all must be operational.

All doors designed with knobs should have all knobs present and in working condition.

All closets designed with doors should have all knobs present and in working condition.

All sliding patio doors must have proper rollers so that they are in easy working condition and should properly lock when closed.

All plumbing fixtures must be free from drips and leaks.

All severely chipped or rusted sinks must be patched, repaired, or replaced.

All holes in the yard area which could be a tripping hazard must be corrected.

The presence and location of smoke detectors in all HCV units must be in compliance with HUD's regulations.

Units must be clearly identified with house or apartment numbers.

Bars, grilles, grates, or similar devices may be installed on an emergency escape or rescue windows or doors, provided:

- Such devices are equipped with approved release mechanisms which are openable from the inside without the use of a key or special knowledge or effort; and

There shall be no missing circuit breakers or openings in the circuit panel. The circuit panel (breaker box) shall be a dead front with no openings.

8-I.C. LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires SNRHA to define life threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life



threatening conditions within 24 hours of SNRHA notification. A re-inspection will be conducted to verify the items have been repaired. Life threatening conditions are defined as:

“Any condition that renders a dwelling unit unfit for human habitation and/or places the occupants of said dwelling unit in an immediate, dangerous, and/or health/safety situation including deficient heating and/or cooling of the unit.”

SNRHA Policy

The following are considered life threatening conditions:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of at least one functioning toilet in the unit
- Inoperable smoke detectors in the unit which result in non-compliance with HUD regulations (one on each level of each habitable area) regarding the number and location of smoke detectors.
- No air conditioning during the summer months May –Oct
- No heating during the winter months Oct –April
- Inoperable refrigerator or stove.

If an owner fails to correct life threatening conditions as required by SNRHA, the housing assistance payment (HAP) contract will be terminated.

If a family fails to correct a family caused life threatening condition as required by SNRHA, SNRHA shall terminate the family’s assistance.

The owner will be required to repair an inoperable smoke detector unless SNRHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service (usually gas, electricity and water).
- Failure to provide or maintain family-supplied appliances (including ensuring all burners on stove are operable).



SNRHA Policy

A unit meets HQS space standard if the dwelling unit has at least one bedroom or living/sleeping room for each two persons. A living/sleeping room is considered space that is not a kitchen or a bathroom and which has a window (if designed to open, the window must open), and either a permanent light fixture and one electrical outlet or two electrical outlets (24 CFR 982.401(f)(2)).

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

SNRHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

Initial Inspections [24 CFR 982.401 (a)]

SNRHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract. Utilities must be on prior to the scheduled inspection. These inspections shall be completed within ten (10) calendar days of receiving a complete RFTA packet as long as the rent is reasonable and does not exceed the family's 40% threshold and the utilities are in service at the unit. The ten (10) calendar days suspends when the utilities are not on or SNRHA is waiting responses from the owner to negotiate rental amounts. However, SNRHA will not hold a RFTA for more than 30 calendar days for any reason. If the owner does not have the unit ready for inspection within 30 calendar days, the original RFTA packet shall be void and the family advised to find another unit and submit another RFTA, if they have time remaining on their voucher.

At initial inspection of a vacant unit, SNRHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify SNRHA once repairs are completed.

On an initial inspection, the owner will be given up to ten (10) calendar days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done. No more than two (2) inspections will be scheduled for any unit.

Annual Inspections [24 CFR 982.405(a)]

HUD requires SNRHA to inspect each unit under lease at least annually to confirm that the unit still meets HQS. SNRHA conducts an inspection in accordance with Housing Quality Standards at least annually and begins scheduling 90 calendar days prior to the last annual inspection, so



If the annual inspection date is within 90 calendar days of a special inspection, as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as an annual inspection, and all annual inspection procedures will be followed.

Quality Control Inspections 24CFR 982.405 (b)

HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors. Quality Control inspections will be performed by HQS Supervisor, Associate Deputy Directors (ADD), or assigned Senior OS for the number of units required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections within the previous month of the date they are inspected, a cross-section of neighborhoods, and a cross-section of inspectors.

Reasonable Accommodation: Additional Bedrooms

SNRHA will include a review of actual bedroom use as part of the annual inspections for additional rooms for medical equipment and live-in aides to confirm the continued need for a reasonable accommodation.

Inspection of PHA-owned Units [24 CFR 982.352(b)]

SNRHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a SNRHA-owned unit. A SNRHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and SNRHA. The independent agency must be approved by HUD, and may be the unit of general local government for SNRHA jurisdiction (unless SNRHA is itself the unit of general local government or an agency of such government).

Inspection Costs (Notice PIH 2016-05)

SNRHA may not charge the family for unit inspections [24 CFR 982.405(e)]. In the case of inspections of SNRHA-owned units, SNRHA may compensate the independent agency from ongoing administrative fee for inspections performed. SNRHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

SNRHA Policy

SNRHA will not charge a fee for failed reinspections.

Notice and Scheduling

The family must allow SNRHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

SNRHA Policy

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life threatening emergency, reasonable notice is considered to be not less



than 48 hours. Inspections may be scheduled between 8:00 a.m. and 5:00 p.m. “Generally” inspections will be conducted on business days only. In the case of a life threatening emergency (See Section **8-I.C. LIFE THREATENING CONDITIONS**), SNRHA will give as much notice as possible, given the nature of the emergency. Notice shall not be provided for fraud investigations.

Owner and Family Inspection Attendance

HUD permits SNRHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

SNRHA Policy

At initial inspection of a vacant unit, SNRHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Timing of Initial Inspections

HUD requires the unit to pass HQS before the effective date of the lease and HAP Contract. HUD requires PHA with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 calendar days of submission of the Request for Tenancy Approval (RFTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 calendar days. The 15 calendar day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

SNRHA Policy

SNRHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within ten (10) calendar days of submission of the Request for Tenancy Approval (RFTA).

SNRHA shall accept (in accordance with HUD Federal Register 35974, dated June 25, 2014) inspections completed for HOME funds and LIHTC programs as initial inspections. Documents must be maintained in each file. The inspection must have a written cover indicating pass or fail and the effective date of the inspection. These shall be used only for new developments with HOME or LIHTC fund attached to the funding.

Inspection Results and Re-inspections

SNRHA Policy

If any HQS violations are identified, the owner or his/her representative will be notified of the deficiencies on-site with a written notice to follow no later than the next business day. This notice shall provide a time frame of ten (10) calendar days to correct violations. If requested by the owner, the time frame for correcting the deficiencies may be extended by SNRHA for good cause. A supervisor must approve all extensions. SNRHA will re-inspect the unit within three (3) business days of the date the owner notifies SNRHA that the required corrections have been made.



If the time period for correcting the deficiencies (or any SNRHA-approved extension) has elapsed, or the unit fails HQS at the time of the re-inspection, SNRHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit.

Following a failed re-inspection, the family may elect to submit a new Request for Tenancy Approval for the same unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit. The unit would be required to pass an inspection, a rent reasonableness determination is required, and a new lease and HAP Contract will need to be executed.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

SNRHA Policy

The utilities must be on at the time of the initial inspection. If they are not on, the inspection will be rescheduled.

SNRHA Policy

The stove and refrigerator must be in place regardless of whether the owner or the family is responsible to provide them.

8-II.C. ANNUAL HQS INSPECTIONS [24CFR 982.405-982.406. Notice PIH 2016-05]

Scheduling the Inspection

Each unit under a HAP contract must have an annual inspection within twelve (12) months after the date of the previous annual or initial inspection.

The PHA will not rely on alternative inspection standards.

SNRHA Policy

If an adult (person 18 or older) cannot be present on the scheduled date, the family should request that SNRHA reschedule the inspection. If the family misses the first scheduled appointment without requesting a new inspection date, SNRHA will automatically schedule a second inspection. If the family misses two (2) scheduled inspections without SNRHA approval, SNRHA will consider the family to have violated its obligation to make the unit available for inspection. If the family is unable to be present but authorizes an adult representative to be present, and the adult presents valid photo ID, the inspection will be conducted.

Failure to comply may result in termination of the family's assistance in accordance with Chapter 12.



8-II.D. SPECIAL INSPECTIONS [24 CFR 982.405(g)]

SNRHA will conduct a special inspection within one (1) to three (3) business days if the owner, family, or another source reports HQS violations in the unit.

SNRHA Policy

During a special inspection, SNRHA generally will inspect only those deficiencies that were reported. The inspector will record any additional HQS deficiencies that are observed during the course of the inspection and will require the responsible party to make the necessary repairs. If the annual inspection has been scheduled or is due within 90 calendar days of the date the special inspection is scheduled, SNRHA may elect to conduct a full annual inspection.

Non-HQS Special Inspections may be scheduled without notice to verify fraudulent activities and/or other occupancy complaints.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); HCV GB, p. 10-32]

HUD requires SNRHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The Inspection Supervisor or designee will conduct the quality control inspections by randomly selecting units that have been inspected within the previous month.

The unit sample must include only units that have been inspected within the preceding month. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by inspector, and (3) units from a cross-section of neighborhoods. Quality control inspections will be logged in a manner that is reviewable and retained for SEMAP confirmation.

8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, SNRHA will determine (1) whether or not the failure is a life threatening condition and (2) whether the family or owner is responsible (See Section 8-I.C. LIFE THREATENING CONDITIONS).

SNRHA Policy

When life threatening conditions are identified, SNRHA will immediately notify both parties by telephone, facsimile, or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of SNRHA's notice. A notification shall also be sent via certified mail and faxed, if a faxed number is available.

When failures that are not life threatening are identified, SNRHA will send the owner and the family a written notification of the inspection results within 1 business day of the



inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally not more than 30 calendar days will be allowed for the correction, unless an extension for good cause is determined by the HQS Supervisor or HP Management.

The notice of inspection results will inform the owner that if life threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within 30 calendar days (or any PHA-approved extension), the owner's HAP will be abated in accordance with SNRHA policy (see 8-II.G.). Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within 30 calendar days (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with PHA policy (see Chapter 12).

Extensions

For conditions that are life-threatening, SNRHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, SNRHA may grant an exception to the required time frames for correcting the violation, if SNRHA determines that an extension is appropriate [24 CFR 982.404].

SNRHA Policy

Extensions will be granted in cases where SNRHA has determined that the owner has made a good faith effort to correct the deficiencies but was unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 60 calendar days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided. All requests for extensions must be submitted in writing to the Inspections Department within seven (7) days of the original default date and approved by the Housing Quality Standards (HQS) Supervisor and/or Housing Programs (HP) Management.

Re-inspections

SNRHA Policy

SNRHA will conduct a re-inspection immediately following the end of the corrective period, or any SNRHA approved extension.

The family and owner will be given reasonable notice of the re-inspection appointment. If the deficiencies have not been corrected by the time of the re-inspection, SNRHA will send a Notice of Abatement and Notice of Cancellation of Contract to the owner, or in the case of family caused violations, a Notice of Termination to the family, in accordance



with SNRHA policies. If SNRHA is unable to gain entry to the unit in order to conduct the scheduled re-inspection, SNRHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8-II.G. ENFORCING OWNER COMPLIANCE [24 CFR 982.405; 982.453]

If the owner fails to maintain the dwelling unit in accordance with HQS (as stated above in 8-I.B), SNRHA must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by SNRHA, HUD requires SNRHA to abate housing assistance payments "no later" than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)].

No retroactive payments will be made to the owner for the period of time the rent was abated.

SNRHA Policy

SNRHA will make all HAP abatements effective the first of the following month from the date of the second default notice if repairs are not made no later than the day/time of the scheduled re-inspection, unless there is an approved written extension by SNRHA management staff prior to the due date. SNRHA will inspect abated units within three (3) business days of the owner's notification that the work has been completed if the contract has not been cancelled or the abatement period has not ended.

During any abatement period the family continues to be responsible for its share of the rent and will be issued (within five (5) calendar days) a voucher to move. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction. Payment will resume effective on the calendar day the unit passes inspection and the tenant still resides in the unit. The landlord is not entitled to any back rent from SNRHA for units that have been abated due to a failed HQS. The maximum amount of time that HAP may be abated is 30 calendar days.

HAP Contract Cancellation

SNRHA must decide how long any abatement period will continue before the HAP contract will be terminated.

SNRHA Policy

The maximum length of time that HAP may be abated is 30 calendar days. However, if the owner completes corrections and notifies SNRHA before the cancellation of the HAP contract, SNRHA may rescind the cancellation notice if:

- (1) the family still resides in the unit and wishes to remain in the unit and
- (2) the unit passes inspection. Reasonable notice of HAP contract cancellation by SNRHA is at least 30 calendar days.



If the owner does not make the necessary corrections by the end of the abatement period, SNRHA will send a Notice of Cancellation of Contract to the owner and a notice to the family that the HAP contract is being cancelled and the family must move in order to continue to receive assistance. The notice will be mailed the first day of the abatement period. Once the cancellation goes into effect, SNRHA will not rescind it.

Example 1:

July 1st - Unit failed inspection.

July 16th - Unit is re-inspected and fails. The HAP is placed in Abatement effective the first of the following month (August 1st)

The HAP Contract is cancelled effective August 31st.

The participant will be issued a moving packet and Notice of Cancellation of Contract within five (5) calendar days from the date of the Abatement Notice.

The owner/agent must notify SNRHA by the end of the Abatement period, of deficiencies corrected and request a re-inspection.

If the unit passes inspection, the HAP payment will be reinstated and the participant will have the option to remain in the unit or continue the moving process .

If the owner/agent does not notify SNRHA for the re-inspection, the HAP payments will not be reinstated, the HAP contract will be cancelled as of August 31st.

If the participant remains in the unit after August 31st, the participant will be responsible for the full contract rent to the owner/agent.

See Example 2 on the next page:



Example 2:

July 28th - Unit failed inspection.

A Notice of Default is immediately issued with a re-inspection date for August 12th. Any extensions for the re-inspection date must be received within seven (7) calendar days of the original date of the Notice of Default.

August 4th – SNRHA has received the Owner/Agent’s request for an extension for re-inspection date. The owner/agent receives up to 15 additional calendar days from the date of the original re-inspection date.

August 27th – Unit is re-inspected and fails.

The HAP is placed in Abatement effective the first of the following month (September 1st.)

The HAP Contract is cancelled effective September 30th.

The participant will be issued a moving packet and Notice of Cancellation of Contract within five (5) calendar days from the date of the Abatement Notice.

The owner/agent must notify SNRHA by the end of the Abatement period of deficiencies corrected and request a re-inspection.

If the unit passes inspection, the HAP payment will be reinstated and the participant will have the option to remain in the unit or continue the moving process.

If the unit fails inspection or if the owner/agent does not notify SNRHA for a re-inspection, the HAP payments will not be reinstated and the HAP contract will be cancelled as of September 30th. If the participant remains in the unit after September 30th, the participant will be responsible for the full contract rent to the owner/agent.

Families that reside in units, that have been abated, will be issued a voucher and will have the option to move even if the assisted unit passes inspection (the third and final inspection.)

Normally the maximum length of time that a HAP may be abated is 30 calendar days.

8-II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]



EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (4-20-2015) and Inspection Checklist, form HUD-52580-A (4/2015)

Sanitary Facilities

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.



EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS

RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (4-20-2015) and Inspection Checklist, form HUD-52580-A (-4-2015)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- *Sanitary Facilities.* The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.
 - *Food Preparation and Refuse Disposal.* The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
 - *Space and Security.* The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks, except for double cylinder dead bolts locks on doors which are prohibited.
 - *Energy conservation items.* The family may determine whether the amount of insulation, presence or absence of storm doors and windows and other energy conservation items are acceptable.
 - *Illumination and Electricity.* The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.
- (6) *Structure and Materials.* Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
- (7) *Indoor Air.* Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.
- (8) *Sanitary Conditions.* The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- (9) *Neighborhood conditions.* Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.



SNRHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of SNRHA's policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before SNRHA approval of the tenancy, SNRHA must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. SNRHA must also inform the owner or manager of their responsibility to comply with VAWA. [Pub.L. 109-162]

SNRHA must provide the owner with the family's current and prior address (as shown in SNRHA records); and the name and address (if known to SNRHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

SNRHA is permitted, but not required, to offer the owner other information in SNRHA's possession about the family's tenancy [24 CFR 982.307(b)(2)].

SNRHA's policy on providing information to the owner must be included in the family's briefing packet [24 CFR 982.307(b)(3)].

SNRHA Policy

SNRHA will not screen applicants for family behavior or suitability for tenancy.

SNRHA will not provide additional screening information to the owner.

9-I. B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request SNRHA to approve the assisted tenancy in the selected unit.

The owner and the family must submit all documents to SNRHA:

- Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
- Copy of the proposed lease (signed by both parties with no effective date), including any addendum regarding utilities.
- W9 Form for legal owner (must include additional W-9 for payee, if other than owner)
- Direct Deposit Form- with voided check (must be pre-printed from bank or a statement from bank with business logo and information)
- Recorded Deed – staff will verify using Clark County Government websites
- Management Agreement, if applicable
- A copy of an active LLC (Limited Liability Company/Corporation)
- Trust documents, if applicable to identify trustee bank assigned tax ID or EIN
- Side Payment/Program Abuse Form.

The RFTA contains important information about the rental unit selected by the family, including unit address, number of bedrooms, structure type, year constructed, utilities included in the rent,



Voucher Issuance and Term

An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, SNRHA will follow the regulations and procedures set forth in Chapter 7. A new voucher is not required for portability purposes.

SNRHA Policy

For families approved to move under portability, SNRHA will issue a new voucher within 10 calendar days of SNRHA's receiving a Vacate or other written notice which is approvable to port out.

The initial term of the voucher will be 60 calendar days, 90 calendar days for disabled families, and 120 days for participants porting out.

If the family moving under portability is living in a unit where HAP has been abated because of the failure to complete the HQS repairs, or the client previously vacated their unit due to unsafe condition, the voucher issuance date will be the effective date of that action.

Voucher Extensions and Expiration

SNRHA Policy

SNRHA will **not approve** extensions of a voucher issued to an applicant or a participant's family porting out of SNRHA's jurisdiction except under the following circumstances: (a) the family decides to return to the initial PHA's jurisdiction and search for a unit there and their voucher has not expired, or (b) the family decides to search for a unit in a third PHA's jurisdiction and their voucher has not expired. In such cases, the policies on voucher extensions set forth in Chapter 7, section 5-II.E, of this plan will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.

To receive or continue receiving assistance under the initial PHA's voucher program, a family that moves to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 90 calendar days following the expiration date of the initial PHA's voucher term (including any extensions). (See below under "Initial Billing Deadline" for one exception to this policy.)

Initial Contact with the Receiving PHA

After approving a family's request to move under portability, the initial PHA must promptly notify the receiving PHA via email or other confirmed delivery method to expect the family [24 CFR 982.355(c)(3), 24 CFR 9682.355(c)(7)]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(6)].

SNRHA Policy

Because the portability process is time-sensitive, SNRHA will notify the receiving PHA by fax to expect the family. The initial PHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email and telephone number of the staff person responsible for business with incoming portable



Chapter 11

REEXAMINATIONS

INTRODUCTION

In accordance with HUD requirements, SNRHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. It also explains the interim reporting requirements for families, and the standards for timely reporting. Interim reexaminations are also needed in certain situations.

This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and SNRHA's policies concerning reexaminations are presented in three parts:

Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.

Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

Part III: Recalculating Family Share and Subsidy Amount. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW

SNRHA must conduct a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

With HUD's final rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," SNRHA may implement tri-annual reexaminations (or once every three [3] years.)

SNRHA Policy

SNRHA will continue to conduct annual reexaminations every year.



interim will be processed. Changes will be effective the first of the month following the month in which SNRHA receives written notice of the change.

If necessary, the change will be processed retroactively to be effective the first of the month following the month of receipt of written notice of the change.

Increases in income will be processed at the next annual reexamination except for the following families:

- Zero income families reporting income
- Families receiving only non-earned income who begin to earn income
- Families qualifying for the earned income disallowance (EID), but only when the EID family's share of rent will change as a result of the increase or
- FSS program participants.

All changes must be reported within 10 calendar days. In the above cases, SNRHA will process the interim to be effective the first of the month following 30 calendar day notice. In all other cases, SNRHA will note the information in the tenant's file, but will not conduct an interim reexamination.

SNRHA will conduct an interim for all changes in household composition. All changes must be reported within 10 calendar days.

New Family Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require SNRHA approval. However, the family is required to promptly notify SNRHA of the addition within 10 calendar days and submit copies of documents and birth certificates; social security 24 CFR 982.551(h)(2)].

SNRHA Policy

The family must inform SNRHA of the birth, adoption or court-awarded custody of a child within 10 calendar days and submit all required documents. Notifications must be done in writing.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request SNRHA's approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)]. This request must be submitted in writing prior to allowing the person to move into the unit.

When any new family member is added, SNRHA must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of either the annual or interim reexamination [24 CFR 982.516(e)(2)].



11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because SNRHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, SNRHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

SNRHA-Initiated Interim Reexaminations

SNRHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by SNRHA. They are not scheduled because of changes reported by the family.

SNRHA Policy

SNRHA will conduct interim reexaminations in each of the following instances:

- For families receiving the Earned Income Disallowance (EID), SNRHA will conduct an interim reexamination at the start and conclusion of the 24-month eligibility period.
- If the family has reported zero income, SNRHA will conduct an interim reexamination every 6 months as long as the family continues to report that they have no income.
- Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, and other subsistence of expenses in writing. SNRHA will require a printout of utility bills for the past 12 months to be submitted at interim evaluations for participants claiming zero income. The average for the last three months of utility bill payments over the amount of the family's Utility Reimbursement Payment, will be averaged, annualized and the results analyzed to determine the possibility of un-reported or under-reported income.
- When the amounts indicate that the family has received monies from outside sources, or that an outside source has paid the family's bills on their behalf, SNRHA will call the family into an interview to discuss how the family has made the payments. When it is discovered that an outside source has provided money to the family, or has paid the bills on the family's behalf, SNRHA will send third party verification to the providing party to verify whether the income is sporadic or recurring in order to determine whether the amount is to be included in the family's annual income. SNRHA will also verify no other income has been received via third party verification at the 180 calendar day interim examinations being sent to such agencies as the unemployment department, welfare, and child support, and will perform credit checks to identify reoccurring payments. EIV printouts will also be reviewed for all interim reexaminations.

If the family's expenses exceed their known income, SNRHA will make inquiry of the head of household as to the nature of the family's resources and terminate the family for



- Sale of controlled substance
- Felony Hit and Run
- DUI 3rd Offense
- Under the Influence of Controlled Substance
- Grand Larceny
- Arson, attempted arson
- Illegal Mfg of Controlled Substance
- Assault with a Deadly Weapon
- Possession of an Unregistered Firearm (2nd or other offense)
- Possession of controlled substance with intent to sell

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of SNRHA (including a SNRHA employee or a SNRHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

- Any conviction for drug-related or violent criminal activity within the past 5 years.
- Records of arrests for drug-related or violent criminal activity within the past five (5) years, although a record of arrest(s) will not be used as a basis for the denial or proof that the applicant engaged in disqualifying criminal activity.
- Any record of eviction from public or privately-owned housing as a result of criminal activity within the past five (5) years.
- A conviction for drug-related or violent criminal activity will be given more weight.

Previously Assisted Families:

If the family's assistance was terminated for the following reasons the family will be denied assistance for five years:

- Any family member has been evicted from federally assisted housing within the last five years.
- Any PHA has ever terminated assistance under the program for any member of the family for violation of family obligations.



- For the purpose of determining a violation, SNRHA will not consider a family to be engaged in violent criminal activity if the family member is a victim in accordance with the Violence against Women Act (VAWA). However, nothing should be considered to limit the termination of the person who engages in the criminal act.

Use of Illegal Drugs and Alcohol Abuse

SNRHA Policy

SNRHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. SNRHA does not allow the use or cultivation (growth) of marijuana in any subsidized housing, even for medical reasons and regardless of state laws.

SNRHA will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Currently engaged in is defined as any use of illegal drugs during the previous 12 months.

SNRHA will consider all credible evidence, including but not limited to, any record of convictions or eviction of household members related to the use of illegal drugs or abuse of alcohol.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

Drug-Related and Violent Criminal Activity [24 CFR 5.100]

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

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

SNRHA Policy

SNRHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

SNRHA will consider all credible evidence, including but not limited to, any record of convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.



A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c), Pub.L. 109-162]

HUD permits SNRHA to terminate assistance under a number of other circumstances. It is left to the discretion of SNRHA whether such circumstances in general warrant consideration for the termination of assistance. The Violence Against Women Reauthorization Act of 2005 explicitly prohibits SNRHA's from considering incidents or actual threatened domestic violence, dating violence, or stalking as reasons for terminating the assistance of a victim of such violence.

SNRHA Policy

SNRHA **will not** terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency or Welfare to Work program.

SNRHA **will** terminate a family's assistance if:

- The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related SNRHA policies.
- Any family member has been evicted from federally-assisted housing in the last five years.
- Any PHA has ever terminated assistance under the program for any member of the family within the last five years.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family owes past due rent or other past due amounts, including in connection with HCV or public housing assistance under the 1937 Act.
- Breach of repayment agreement, unless the family repays the full amount of the debt no later than 14 calendar days from notification from SNRHA. This does not apply if the family is current with payments under an approved repayment agreement.
- The family has breached the terms of a repayment agreement entered into with any PHA, or refuses to enter into a repayment agreement.
- The family does not provide information that SNRHA or HUD determines is necessary in determining program eligibility.
- The family does not provide complete and true information to SNRHA.
- Fails to meet eligibility requirements concerning individuals enrolled at an institution of higher education as noted in 24 CFR 5.612
- Has made fraudulent misrepresentation on his/her application for HCV assistance.



SNRHA is required by regulation to terminate a family's assistance if certain program rules are violated. For other types of offenses, the regulations give SNRHA the discretion to either terminate the family's assistance or to take another action. This part discusses the various actions SNRHA may choose to take when it has discretion, and outlines the criteria SNRHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notice that must be provided before terminating assistance.

12-III.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

The way in which SNRHA terminates assistance depends upon individual circumstances. HUD permits SNRHA to terminate assistance by:

- Terminating housing assistance payments under a current HAP contract,
- Refusing to approve a request for tenancy or to enter into a new HAP contract, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-III.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Repayment of Family Debts

SNRHA Policy

If a family owes amounts to SNRHA, as a condition of continued assistance, SNRHA will require the family to repay the full amount or to enter into a repayment agreement, within 14 calendar days of receiving notice from SNRHA of the amount owed. See Chapter 14 for policies on repayment agreements.

12-III.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

Evidence

For criminal activity, HUD permits SNRHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been convicted [24 CFR 982.553(c)].

SNRHA Policy

SNRHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as 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 the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

SNRHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

SNRHA Policy



SNRHA will consider the following facts and circumstances when making its decision to terminate assistance:

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

SNRHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family or if the family signs a repayment agreement and pays the required down payment within the required timeframe.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, SNRHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

SNRHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, SNRHA will determine whether the behavior is related to the disability. If so, upon the family's request, SNRHA will determine whether alternative measures are appropriate as a reasonable accommodation. SNRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

12-III.E. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 109-162, Pub.L. 109-271]

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking."

VAWA also gives SNRHA's the authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant."



writing and in a form that SNRHA finds acceptable. The new owner must provide SNRHA with a copy of the executed agreement and recorded deed.

SNRHA Policy

Assignment of the HAP contract will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter.

The new owner must provide all required documents and a recorded deed prior to SNRHA making payments to a new vendor.

The new owner must complete any changes utilizing SNRHA's Landlord Portal by accessing the website at www.snvrha.org. SNRHA will not accept hand-carried, faxed, emailed, or mailed documents.

SNRHA required documents include but are not limited to:

- A recorded deed;
- A copy of the owner's IRS Form W-9/W-8, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner;
- Authorization Agreement for Deposit (ACH Credits) and voided check/deposit slip
- Statement of Property Ownership/Authorization
- A copy of an active LLC (Limited Liability Company/Corporation)
- A Property Management Agreement, if applicable
- Additional documents may be required if applicable (i.e. court documents for receivership, trust, probate, mergers, etc.), and
- A signed agreement to comply with the terms of the HAP contract.

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, SNRHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, SNRHA will process the leasing in accordance with the policies in Chapter 9.

Failure of the new owner to provide all documents as proof of ownership shall result in SNRHA issuing the family a voucher to move. No HAP payments shall be released to the new owner for the period of time in which he/she failed to provide documents.

13-II.G. FORECLOSURE (HUD 52641 and Notice PIH 2010-49)

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting tenants at Foreclosure Act (PTFA). Specifically, the HAP contract now contains language stating that in the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure will assume such interest subject to the lease between the prior owner and the tenant, and the HAP contract between the prior owner and SNRHA for the occupied unit. This provision of the HAP contract does not affect any state or local law that provides longer time periods or other additional protections for tenants.

If SNRHA learns that a property is in foreclosure, it must take the following actions:



Chapter 14

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes SNRHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to SNRHA. This part describes policies for recovery of monies SNRHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect SNRHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies SNRHA will follow.

Part VII: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes SNRHA's responsibilities for reporting, data collection, and record keeping relative to children with environmental intervention blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes SNRHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

SNRHA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a SNRHA fiscal year. Since FFY 2004, the use of administrative fee reserves, called Unrestricted Net Position (UNP), is restricted to activities related to rental assistance under the Section 8 program, including development activities.



Changes in Rent to Owner: SNRHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: SNRHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: SNRHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Changes to payment standard amounts will be effective February 1, of each year after FMRs are posted by HUD, unless the current payment standard is out of the 'basic range' (90% - 110% of FMR). In that case the Payment Standard shall be effective December 1.

If SNRHA has already processed reexaminations that will be effective on or after December 1st, and the effective date of the payment standards is December 1st, SNRHA will make retroactive adjustments to any such reexaminations if the new payment standard amount is higher than the one used by SNRHA at the time the reexamination was originally processed.

Exception Payment Standards [982.503(c)]

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the PHA may establish an exception payment standard of not more than 120 percent of the published FMR (fair market rent) if required as a reasonable accommodation in accordance with 24 CFR part 8 for a family that includes a person with a disability. Any unit approved under an exception payment standard must still meet the reasonable rent requirements found at 24 CFR 982.507.

SNRHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(b), 24 CFR 982.505(d), Notice PIH 2010-26]

Unit-by-unit exceptions to SNRHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect SNRHA's payment standard schedule.

When needed as a reasonable accommodation, SNRHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. SNRHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.



SNRHA Policy

SNRHA may utilize any or all of the following means to notify owners and managers of their VAWA responsibilities:

- As appropriate in day to day interactions with owners and managers.
- Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.
- Signs in SNRHA lobby and/or mass mailings which include model VAWA certification forms.

14-X.D. CONFLICTING DOCUMENTATION [24 CFR 5.2007(e)]

- In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property.
- PHA Policy
- If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

14-IX.E. CERTIFICATION OF DOMESTIC VIOLENCE, DATING, OR STALKING

If a participant asserts VAWA's protection, staff can ask the participant to certify that he or she is a victim of domestic violence, dating violence, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. SNRHA shall allow 14 days business days for the participant to submit their documentation. An extension of this timeline shall be provide up to another 10 calendar days if requested. A participant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD –approved certification form. HUD 50066. This form is available online at <http://www.hud.gov/offices/adm/hudclips/>.
- A statement from the victim service provider, attorney or medical professional who has helped the victim address incidents of domestic, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. **Both the victim and the professional must sign the statement under penalty of perjury.**
- A police or court record, such as a protective order.

Confidentiality:

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<i>CHAPTER</i>	<i>PAGE</i>	<i>SECTION</i>	<i>ADD / DELETE / CHANGE</i>	<i>PROPOSED LANGUAGE</i>
Entire Document	ALL		Change	Update and correct all page numbers, revision dates, and section labels.
TOC	ALL		Change	All page and Section numbers will be updated as appropriate.
TOC	9		Add	SNRHA Firearms Policy Addendum has been added.
1	1	Intro	Change	SNRHA provides public housing assistance to more than 2840 <u>2650</u> families and receives an ESTIMATED average of 2000 applications for assistance each year.
1	5	D	Add	The SNRHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, <u>gender identity</u> or sexual orientation:
2	1	Intro	Add	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, <u>gender identity, sexual orientation</u> , or any other prohibited basis.
2	8	F	Delete	If in the past the a lease termination was initiated, ...
2	9	F	Delete	which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
2	9	F	Delete	For the purposes of this policy, this is construed to mean that a member of the current family has been cited, arrested or convicted for any criminal or drug- related criminal activity within the past 5 years.
2	13	G	Change	When the SNRHA makes a preliminary determination that a family is eligible, SNRHA will notify the family of the approximate date of occupancy determination. . However, the date given by the SNRHA does not mean that applicants should expect to be housed by that date. It he availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the SNRHA, such as turnover rates, and market demands as they affect bedroom sizes and community location.
2	14	G	Add	Failure to make payment in full <u>within 14 calendar days of the date of notice of the debt</u> will result in denial of assistance.
2	17	H	Delete	For purposes of this section, criminal record includes arrests and convictions.

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CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
2	18	H	Delete	Applicants and/or members of their household who have 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 completion of their sentence.
2	18	a.	Add	“Applicants” will be Prohibited from participation in any SNRHA housing program (24 CFR 5.856,960.204(a)(4),982.553(a)(2):
2	18	b.	Delete	Persons with arrest or convictions....
2	19	b.	Delete	Child Molestation
2	19	c.	Delete	All occurrences of : ... arrest(s) or convictions... ... arrest or conviction... ... arrested or convicted...
2	20	c.	Delete	Under the Influence of Controlled Substance
2	20	c.	Change	Prohibited Person in Possession of an Unregistered Firearm (2nd offense or more)
2	20	c.	Delete	Any arrest for drug related or violent criminal activity within the past 5 years
2	20-21	c.	Delete	A conviction for drug related or violent criminal activity will be given more weight than an arrest for such activity, if the arrest did not occur within one year of the date of admissions.
2	21	d.	Delete	Coercion
2	21	d	Change	Open and gross lewdness (2nd offense) - if a <u>registered</u> sex offender, the three year bar does not apply. <u>Registered</u> Sex offenders are forever barred.
2	22	f.	Delete	All occurrences of : Arrests or Changing/altering the serial number of a firearm- Possession of Burglary Tools
2	22	f	Change	Prohibited Person in Possession of an Unregistered Firearm -1st Offense
2	23	f	Delete	Conspiracy to Commit a Crime - arrests or - Public intoxication Petty larceny - Loitering - Possession of drug paraphernalia

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<i>CHAPTER</i>	<i>PAGE</i>	<i>SECTION</i>	<i>ADD / DELETE / CHANGE</i>	<i>PROPOSED LANGUAGE</i>
2	23	f	Change	A person who is released from jail with no probation or parole requirement would have to operate on the outside for one year with no further evidence of convictions for the prohibited activities as listed in the one year bar in order to be considered for admission.
2	24	f	Delete	<i>Other Criminal Convictions /Last Arrest</i> Applicants, incoming clients under portability and/or members of their household who have criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed and must demonstrate that they have not incurred any new arrests and/or convictions for a minimum period of one (1) year from the completion of their sentence.
2	24	f	Change	Persons with outstanding warrants <u>or pending charges</u> are barred from admission until the warrants <u>or pending charges</u> have been satisfied <u>or dismissed</u> by the issuing legal jurisdiction. Applicant must provide documentation that warrant has been satisfied within 30 days of notification to prevent denial of assistance.
2	25	f	Change	<i>Is fleeing a felony - Has an outstanding warrant</i> <i>Persons with outstanding warrants are barred from admission until the warrants have been satisfied, within 14 days of notification</i>
2	26	I	Add	<u><i>The SNRHA acknowledges that FBI reports may result in an inconclusive result requiring further documentation. The results of an inconclusive FBI report will not be used to deny an applicant admission to housing, but will require the applicant to provide further information and/or documentation.</i></u>

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CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
2	28-29	K	Change	<p>In with its notice of denial the Notice of Occupancy Rights under the Violence Against Women Act (HUD form 5380) and the Certification of Domestic Violence (HUD form 5382) 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 <i>within fourteen (14) business days</i></p> <p>The documentation must include <i>One of the following two elements</i> :</p> <p>A signed <i>HUD Form 5382</i>,</p> <p>One of the following;</p> <ul style="list-style-type: none"> o A police or court record documenting the actual or threatened abuse. o A 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. <p><i>A Record of a Federal, State, tribal, territorial, or local law enforcement agency, court, of administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.</i></p> <p><i>A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (Collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.</i></p> <p><i>Any other statement or evidence that SNRHA has agreed to accept.</i></p>
2	29	K	Delete	<p><u>The applicant must submit the required documentation with her or his request for an informal hearing or must request an extension in writing at that time. If the applicant so requests, the SNRHA will grant an extension to 10 business days, and will postpone scheduling the applicant’s informal hearing until after it has received the documentation or the extension period has elapsed.</u></p>

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CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
2	29	K	Add	<u>If SNRHA still determines the family to be ineligible, the family may request an informal hearing within ten (10) calendar days of the notification of final determination.</u>
3	2	B	Change	Names <u>Gender of all members</u> and age of all members <u>(used to estimate bedroom size needed)</u>
3	3	D	Change	SNRHA will conduct a home visit to take the application as a home visit <u>mail the full application packet to the applicant</u> if needed as a reasonable accommodation for a person with a disability
3	5	E	Add	In the event that a family <u>is claiming zero income and</u> appears to be eligible for income that is not reported to be received (i.e. TANF, UIB, Child Support, etc.), the absence of such income will be verified.
4	4	B	Delete	Vera Johnson B, Family Development, Las Vegas. Vera Johnson B will convert from Mixed Finance to RAD-Project Based Voucher after construction.
4	4	B	Add	<u>Vera Johnson Manor A, Family Development, Las Vegas</u>
4	6	C	Add	<u>Once the SNRHA has met or exceeded the minimum 40% targeted Income requirement for new admissions of extremely low-income (<30% AMI) families, the SNRHA to the extent possible, will select the remainder of its new admissions by targeting very-low income (<50% AMI) and low-income (<80% AMI) families. Compliance with the minimum 40% of extremely low-income families for new admissions will be monitored on a monthly basis</u>
4	10	L	Change	offer procedures described in Section P O of this chapter. Covered in Section P O of this Chapter
4	11	O	Change	<u>Number of Offers - Two One Offers</u> SNRHA will make two one offers on an appropriate unit. If the second offer is rejected
4	12	P	Add	Income changes properly reported after the unit is offered will be processed <u>as an Interim re-examination</u> following lease-up procedures
4	12	Q	Delete	<u>STATUS AFTER FINAL UNIT OFFER</u> When an applicant rejects the final -unit offer t

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CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
5	3	B	Delete	<p><i>If either of these forms has been submitted, the SNRHA will also require that the family has initiated legal proceedings for guardianship or legal custody. SNRHA 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) SNRHA 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.</i></p>
5	3	B	Add	<p><i>SNRHA shall require residents who are requesting to add family members that are minors and who are not their children by birth, foster care, court awarded custody, or court awarded guardianship to sign SNRHA’s form certifying they have the child(ren) parent’s consent to care for the child full-time. The family must also provide proof of income for the care of the child such as TANF payment or other support, if any income is being received by an adult for the care of the child. The family member must be the payee. School record (if the child is of school age), must be provided to document the public housing unit as the record of enrollment for the child(ren).</i></p> <p><i>SNRHA shall verify through welfare and the district attorney’s office any payments being made for children residing in its public housing units.</i></p> <p><i>SNRHA shall not approve additions for any reason if it will result in overcrowding as defined in HUD regulations.</i></p>
6	14	Q	Add	<p><u><i>A “mixed” family is not eligible to select flat rent at the time of move-in or Annual Recertification.</i></u></p>
6	14	Q	Change	<p>Prorated assistance will be calculated by subtracting the total tenant payment from the applicable maximum flat rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:</p> <p>Dividing the family maximum subsidy by the number of persons in the family to determine Member Maximum Subsidy.</p> <p>Multiplying the member maximum subsidy by the number of eligible family members to determine Eligible Subsidy.</p> <p>Subtracting the amount of eligible subsidy from the applicable maximum flat rent for the unit the family occupies to get the family's revised total tenant payment.</p>

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CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
6	17	U	A	A “mixed” family is not eligible to select flat rent at the time of move-in or Annual Recertification.
6	19	V	Delete	The SNRHA’s flat rents have been established using the following methodology: An amount no less than 80% of the applicable FMR established under 8 (c) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07.
7	20	7I.D.	Change	At least three (3) four (4) consecutive pay stubs are required when third party verification cannot be obtained.
7	27	7I.D.	Delete	In each case above (except court assignment), SNRHA must receive a court awarded guardianship or custody documents within 365 calendar days or head of household must resign SNRHA’s documents and submit required supporting documents. Failure shall result in subsidy standard being decreased; and allowance decreased.
7	28	7I.D.	Add	Husband or wife sign SNRHA’s certification of marital status form.
7	32	7II.B.	Add	For placement of Foster Children, an official letter or document from the state, county, or local child placement agency indicating the foster child’s name and social security number.
7	33	7II.C.	Add	Husband or wife sign SNRHA’s certification of marital status form.
7	34	7II.C.	Change	If an applicant list themselves as married, but does not list a spouse name, they will still be required to provide a separation document or divorce decree. If no such documentation is available, the applicant may complete SNRHA’s Marital Separation form, which will required above documentation to be provided within 365 days of the date the form is submitted. Declaration of Marital Status form.
8	2	A	Change	Emergency - Within 24 hours of documentation, verification & approval <u>pending availability of a suitable unit.</u>
8	2	A	Change	Medical and Accessibility - Within 30 days of documentation, verification & approval <u>pending availability of a suitable unit.</u>
8	2	A	Change	Underhoused - 1 transfer offer for every 20 offers from the waiting list new move-ins
8	2	A	Change	Overhoused - 1 transfer offer for every 20 offers from the waiting list new move-ins
8	3	A	Change	Underhoused with family waiver - 1 transfer offer for every 20 offers from the waiting list new move-ins

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<i>CHAPTER</i>	<i>PAGE</i>	<i>SECTION</i>	<i>ADD / DELETE / CHANGE</i>	<i>PROPOSED LANGUAGE</i>
8	3	A	Change	Higher Income Family moving to a lower income development - 1 transfer <i>offer</i> for every 20 <i>offers from the waiting list</i> new move-ins
8	4	B	Change	The SNRHA will require residents who are victims of domestic violence to certify their victim status and the names of their abusers <i>on HUD Form 5382</i> . 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. Which should include either: <ul style="list-style-type: none"> • <i>A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit ; OR</i> • <i>A statement that the tenant was sexual assault victim and that the sexual assault occurred on the premise during the 90-calendar –day period preceding the tenant’s request for an emergency transfer.</i>
8	5	B	Change	All documentation submitted shall remain confidential and shall be reviewed and evaluated by the Director of Operations <u>Designated SNRHA Staff</u> only.
9	1	A	Add	• <i>Firearms Policy</i>
9	4	D	Delete	Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the SNRHA. If either of these forms has been submitted, the SNRHA will also require that the family has initiated legal proceedings for guardianship or legal custody.
9	7	G	Add	<u>Transfer of Security Deposit</u> If a resident transfers, the original security deposit may be refunded to the resident <i>less any charges for unpaid rent or damages beyond normal wear and tear.</i>

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CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
9	10-11	N	Add	<p><i>HUD in its Final Rule has mandated that ALL Public Housing and mixed finance developments be Smoke Free effective within eighteen months (24 CFR 965 and 966). SNRHA must implement their Smoke Free policies, barring the use of prohibited tobacco products in all public housing and administrative office buildings, public housing offices, day care centers, community centers, common areas, and laundry rooms assisted under the U.S. Housing Act of 1937, other than assistance under section 8 of the 1937 Act. (collectively, “restricted areas”). The Rule does not prohibit smoking by residents; rather it requires that residents and guests who smoke do so at least 25 feet away from the buildings.</i></p> <ul style="list-style-type: none"> <i>• Prohibited Tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, and water pipes (also known as hookahs).</i> <i>• Smoking of Marijuana (medical or otherwise) is prohibited in Public Housing or any federally assisted property.</i> <i>• Properties with a suitable amount of space may elect to establish a Designated Smoking Area(s) that is at least 25 feet or more from any building.</i> <p><i>ENDS (Electronic Nicotine Delivery Systems)</i> <i>The use of ENDS in public housing is not prohibited. SNRHA will allow the use of ENDS within the unit, but prohibits ENDS in all common areas.</i> <i>HUD does not consider addiction to nicotine or smoking to be a disability. Reasonable Accommodations will not be approved to allow smoking in restricted areas, but other reasonable accommodation requests to allow easier access to smoking areas will be approved for persons with disabilities.</i> <i>Failure to comply with the Smoke Free Policy may result in:</i></p> <ul style="list-style-type: none"> <i>• Increased Inspection Frequency. Upon issuance of a written warning from management and/or a documented complaint, the PAH will increase the frequency of unit inspections for a suspected policy violator.</i> <i>• Termination of Tenancy/Eviction. A tenant shall be in violation of their lease if the resident or any guest is determined to be smoking in violation of the policy. Three violations of SNRHA Smoke Free Policy may result in termination of the lease and eviction.</i>
9	11	N	Delete	<p><i>In order to provide a healthier environment for our residents, the Board of Commissioners has adopted a Smoke Free Housing Policy. The purpose of this policy is to provide a healthier environment for our residents and eliminate the harmful effects of secondhand smoke, fire danger and damage to apartments due to smoke. Secondhand smoke is particularly dangerous to children and people with respiratory disease. It is the third leading cause of preventable death in the United States. In 2006, the US Surgeon General stated that there is no safe level of second hand smoke.</i></p> <p><i>Definition of Smoke/Smoking:</i> <i>The term “smoke” and “smoking” means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette or other tobacco product or similar lighted product in any manner or in any form.</i></p>

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<i>CHAPTER</i>	<i>PAGE</i>	<i>SECTION</i>	<i>ADD / DELETE / CHANGE</i>	<i>PROPOSED LANGUAGE</i>
9	11	N	Change	The premises listed below have <i>already</i> been designated as smoke-free living environments: • Lubertha Johnson Estates Senior Development With 45 days written notice and a signed lease addendum for all current residents, future properties may <i>will</i> be designated smoke free by <i>no later than August 1, 2018</i> . <i>Residents, staff and guests are prohibited from smoking on these properties owned and managed by SNRHA, including the apartment rented by the resident, the building in which the dwelling unit is located, and all common areas inside and outside the building up to 15 feet from each building and 50 feet from the buildings entry</i>
9	14	O	Add	Unit inspections will be conducted within ten (10) working days from the date SNRHA is notified or receives knowledge of an unsatisfactory condition such as infestation, damages, unsatisfactory housekeeping, <i>Code violations</i> , or complaints of poor exterior conditions.
10	2	B	Change	Pet rules as outlined below will not be applied to animals that assist persons with disabilities however <i>except for</i> 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 which will be applied to animals that assist persons with disabilities
12	4	C	Add	<u><i>Violation(s) of the SNRHA Firearms Policy. See ACOP Addendum FP</i></u>
12	6	E2	Delete	<u>Arrests/</u> Convictions for Possession and/or Use of Controlled Substance
13	7	D	Change	Within 30 days of the determination of the amount of the vacated account receivable <i>vacate date</i> , the management staff shall prepare and send a letter to the last known address of the vacated resident. The letter should state the amount of money owed...
AFFM	3	-	Change	These marketing activities shall be conducted at least quarterly <i>annually</i> and shall include direct marketing activities to the population who is Limited English Proficient. Advertisements shall be printed in Las Vegas major publications, our one African American publication , two <i>one</i> Spanish newspapers, and other minority newspapers within Las Vegas.
FP	All		Add	Adding firearms Policy as Addendum to the ACOP
GP	4	2	Change	The applicant must submit a written request for an informal review of the ineligibility determination within ten (10) calendar days of the date <i>of</i> the ineligibility notification <i>is received</i> .
GP	4	3	Change	The SNRHA Hearing Officer <i>Representative</i> and/or his/her designee shall conduct the Informal Review Meeting.

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CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
GP	5	4	Change	The applicant must submit a written request for a meeting within 10 calendar days of the <i>date of notification of upon receiving</i> the denial of a preference. <i>The applicant must submit a written request for a meeting within ten (10) calendar days upon receiving the denial</i>
GP	5	5	Change	Within ten (10) calendar days of the date of the Informal Review Meeting, the SNRHA Hearing <i>Officer-Representative</i> or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.
GP	6	B1	Add	After receiving notice of the adverse action from the Management Office, the written grievance must be personally presented to the SNRHA management office with jurisdiction for the apartment in which the grievant resides <i>within ten (10) calendar days</i> .
GP	6	B1a	Add	If the grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a <i>formal</i> hearing within ten (10) calendar days
GP	7	2a	Change	A resident may request a <i>formal</i> hearing if the resident disputes any SNRHA action or failure to act involving the resident's lease or other SNRHA 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 Manager or SNRHA Central Office within ten (10) calendar days of the date <i>of</i> the <i>Grievant received the</i> written summary of the informal settlement meeting.

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4	8	H	Delete	<i>The SNRHA 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 55-61) will be selected for this type of unit.</i>
5	5-1, 5-2	Chart	Change	Move the <i>Occupancy Standards chart</i> from the top of page 5-2 to page 5-1 under "All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned using the following guidelines."
4	4-5, 4-6	C	Change	Veteran preference for veteran as defined by the State..... <u>6</u> 35 points Family (defined as spouse) of a deceased veteran with a service connected death... <u>4</u> 33 points

AFFIRMATIVELY FURTHERING FAIR MARKETING POLICY

1	MARKETING MATERIALS	AFM1
2	EFFECTIVE MARKETING	AFM2

LIMITED ENGLISH PROFICIENCY

A	VITAL DOCUMENTS	LEP1
B	LANGUAGE SERVICES	LEP2
C	OUTREACH	LEP3
D	STAFF TRAINING	LEP3
E	POSTINGS	LEP4
F	MONITORING AND UPDATING	LEP4

FIREARMS POLICY

I	GENERAL POLICY	FP-1
II	RULES AND REGULATIONS	FP-4
III	INSPECTION AND REGISTRATION REQUIREMENTS	FP-5
IV	ENFORCEMENT	FP-6
V	APPEALS	FP-7



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 Southern Nevada Regional Housing Authority (SNRHA) staff shall be in compliance with the SNRHA's Personnel Policy, any union agreements of the SNRHA, and this Admissions and Continued Occupancy Policy. The administration of the SNRHA'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)

SNRHA provides public housing assistance to more than **2650** families and receives an ESTIMATED average of 2000 applications for assistance each year.

In order to address the ever growing need for housing assistance, SNRHA 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

It is the mission of the Southern Nevada Regional Housing Authority to provide safe, sanitary and affordable housing to eligible people within our jurisdictions, in an environment that fosters independence, self-sufficiency and community pride.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the SNRHA 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 SNRHA to serve the needs of the low income and very low-income families as identified by the SNRHA for the next five fiscal years.



To further its commitment to full compliance with applicable Civil Rights laws, the SNRHA 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 SNRHA'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 any time in compliance with SNRHA's Effective Communication Policy.

The SNRHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, gender identity 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 SNRHA 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 SNRHA to provide courteous and efficient service to all applicants for housing assistance. In that regard, SNRHA will endeavor to accommodate persons with disabilities, as well as those persons with limited English proficiency (LEP) barriers.

E. REASONABLE ACCOMMODATIONS POLICY

1. The Authority, as a public agency that provides low rent housing to eligible families,



Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

INTRODUCTION

This chapter defines both HUD's and the SNRHA's criteria for admission and denial of admission to the program. The policy of the SNRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. The SNRHA 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 SNRHA 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, gender identity, sexual orientation, or any other prohibited basis.

A. QUALIFICATION FOR ADMISSION

It is the SNRHA'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 SNRHA 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, in compliance with 24 CFR 5.216, 24 CFR 5.218 and 24 CFR 5.233, as described in Chapter 7 of this Policy.



The SNRHA 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 SNRHA 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 SNRHA will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past a lease termination was initiated, 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 SNRHA 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, gender identity, sexual orientation or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the SNRHA will involve other community and governmental entities in the promotion and enforcement of this policy. The SNRHA will utilize the national repository maintained by HUD as a tool to verify adverse information of former participants who have voluntarily or involuntarily terminated participation in any rental assistance program.

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 SNRHA.

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 result in the 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 SNRHA, which did result in 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 convicted for 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 SNRHA 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 SNRHA 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.



Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The SNRHA 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 SNRHA 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 SNRHA procedures, except for a pending SNRHA 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 SNRHA shall provide applicants an opportunity for an informal hearing (See Grievance Procedure)

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 SNRHA makes a preliminary determination that a family is eligible, SNRHA will notify the family of the determination. However, the availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the SNRHA, such as turnover rates, and market demands as they affect bedroom sizes and community location.



Denial of Admission for Debts to This or Any Other PHA

Previous outstanding debts to SNRHA or any Public Housing Authority (PHA) resulting from a previous tenancy in Public Housing, Section 8 (including Section 8 community-based) or any other housing program, must be paid in full prior to final determination of eligibility. Failure to make payment in full within 14 calendar days of the date of notice of the debt will result in denial of assistance.

Documenting Findings

An authorized representative of the SNRHA 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. Violent criminal activity will be considered any 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 was/is being engaged in by any household member, as defined by HUD.

Pattern of Drug Use - Includes a determination by the SNRHA 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 a determination by SNRHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).

Pattern of Alcohol Abuse - Includes a determination by the SNRHA 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 - Behaving in a manner indicating intent to assault employees or other tenants.

Abandonment of a Unit - without advising SNRHA 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 SNRHA (or any other PHA).



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

SNRHA 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 convictions.

SNRHA 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.

If on any type of probation or parole for any conviction, assistance will be denied, until discharged from probation, parole, or completion of sentence. For purposes of this section, the "completion 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 classes, community service, and/or final payment of court-ordered fines/restitution.

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. **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.
- b. **Termination of Assistance Due to Alcohol Abuse** - The SNRHA may deny assistance to an applicant when, through verifiable evidence, SNRHA 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 SNRHA 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.

- c. Other Convictions - Applicants and/or members of their household who have 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.

SEX OFFENDERS

a. PERMANENT BAN

Sex Offenders Subject to Lifetime Registration – The following Applicants and/or any member of the applicants’ household (collectively referred to as “Applicants” will be Prohibited from participation in any SNRHA housing program (24 CFR 5.856,960.204(a)(4),982.553(a)(2):

1. Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement in Nevada; and
2. Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement by **ANY** state convicting the person.

Applicants commit fraud by: (1) failing to disclose to SNRHA that the Applicants are subject to a sex offender registration requirement, or (2) misleading SNRHA in any way regarding the Applicants’ status relating to a sex offender registration requirement.

Applicants convicted of the manufacture or production of methamphetamines on any federally assisted property. 24 CFR 960.204(3)

b. TEN YEAR ADMISSION BAR PERIOD

Persons with 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 10 years.

Murder or attempted murder



Rape (not resulting in offender being a registered as a sex offender)

Child Molestation (not resulting in offender being registered as a sex offender)

Kidnapping, attempted kidnapping

Sexual assault, attempted sexual assault

Child pornography

c. FIVE YEAR ADMISSION BAR PERIOD

Persons with 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 five years.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance (Five Years from the date of conviction):

Persons convicted of Drug-Related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sale, distribute or use the drug (24CFR 5.100), including:

Trafficking in controlled substances; and

Sale of controlled substances

Exception: Applicants, including incoming families under portability and/or household members, who have been convicted of possession of a controlled substance that was due to the applicant and/or household member's addiction rather than sale or distribution, "may" be eligible for admission to the SNRHA program, if the applicant and/or household members 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 SNRHA program AND there has been no other offenses that would bar admission for 2 years or more.

(Five year from the date of conviction): Persons convicted of Violent Criminal activities, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonable likely to cause, serious bodily injury or property damage including:

Driving under the influence causing personal injury

Voluntary manslaughter

Involuntary manslaughter

Robbery

Attempted robbery with a deadly weapon



Mayhem or attempted mayhem

Battery with substantial bodily harm (with a deadly weapon)

Trafficking of controlled substance

Sale of controlled substance

Felony Hit and Run

DUI 3rd Offense

Grand Larceny

Arson, attempted arson

Illegal Mfg of Controlled Substance

Assault with a deadly weapon

Prohibited Person in Possession of a Firearm (2nd offense or more)

Possession of controlled substance with intent to sell

If convicted of a sexual crime in any court of law and subject to any sex offender registration requirement admission and/or continued occupancy shall be permanently barred.

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of SNRHA (including a SNRHA employee or a SNRHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises. Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past 5 years

Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 5 years.

Previously Assisted Families –Five Year Bar

If the family's assistance was terminated for the following reasons the family will be denied assistance for five years:

Any family member has been evicted from federally assisted housing within the last five years.

Any PHA has ever terminated assistance under the program for any member of the family for violation of family obligations.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the last five years.



A family member has engaged in or threatened violent or abusive behavior toward SNRHA personnel within the last five years.

Abusive or violent behavior towards SNRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate shall be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance for all the above noted time-fames, the SNRHA will consider factors discussed in Section 12-II-B. Upon consideration of such factors, the SNRHA may, on a case-by-case basis, decided to reduce the period of ineligibility.

d. THREE YEAR ADMISSION BAR PERIOD

Persons with 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:

Assault or Battery

Prostitution (third and further offenses)

Domestic Violence (third and further offense)

Abuse and neglect of children (2nd offense)

Open and gross lewdness (2nd offense) - if a registered sex offender, the three year bar does not apply. Registered Sex offenders are forever barred.

Abuse and exploitation of older persons

Harassment and stalking (2nd offense)

Discharging a firearm out of a motor vehicle

Home Invasion

Burglary

e. TWO YEAR PROHIBITION

Any family allowing an ineligible person (relating to citizenship) living in the assisted unit without informing the SNRHA must be terminated for 24 months.

Possession of controlled substance

Any other criminal activity which, if repeated after admission, may threaten the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or persons living in the immediate vicinity.

Other criminal activity which, if repeated after admission, may threaten the health or safety of the property's owner, property management staff, SNRHA staff, or other individuals working in the immediate vicinity



f. ONE YEAR ADMISSION BAR PERIOD

Gross Misdemeanor Convictions

Persons with gross misdemeanor convictions for the offenses listed below shall be barred from program admission for a period of one (1) year from the date of completion of sentence, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission.

Gross Misdemeanor Convictions

Persons with gross misdemeanor convictions for the offense listed below shall be barred for the program admissions and continued occupancy for a period on one (1) year from the date of the conviction and must demonstrate an absence of criminal activity for a minimum period of one (1) year preceding the date of the application or port in date:

- Open or gross lewdness (1st offense)
- Aiming firearm at a human being
- Discharging a weapon where a person might be endangered
- Discharging a firearm in or upon a public street
- Carrying a concealed weapon
- Prohibited Person in Possession of a Firearm -1st Offense

Misdemeanor Convictions

Persons with misdemeanor convictions, for the offenses listed below, shall be barred from program admission and continued occupancy in public housing program for a period of one (1) year.

- Prostitution (first and second offense)
- Battery
- Domestic violence (first and second offense)
- 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
- DUI – 1st or 2nd offense Violation
of a protective order Resist a police
officer



Probation and Parole

Even if a person has been incarcerated and has now been released on probation or parole, they cannot be admitted into public housing unless a year has passed since the completion of their probation or parole. If the only sentence was probation or parole, a year must have elapsed, without incident, since its completion to be considered eligible for housing, regardless of the type of probation imposed.

A person who is released from incarceration with no probation or parole requirement would have to operate on the outside for one year with no convictions for the prohibited activities as listed in the one year bar 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 or parole. This section (probation and parole) applies to continued occupancy also for PH residents.

Other Criminal Convictions

Applicants, incoming clients under portability and/or members of their household who have criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the completion of their sentence.

For purpose of this section, the “completion 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.

Persons with outstanding warrants or pending charges are barred from admission until the warrants or pending charges have been satisfied or dismissed by the issuing legal jurisdiction. Applicant must provide documentation within 30 days of notification to prevent denial of assistance.

DENIAL FOR ACTION/INACTION BY THE APPLICANT

The SNRHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) or the Welfare to Work Voucher Program.

The SNRHA **will** deny assistance to an applicant family if:

The family does not provide information that the SNRHA or HUD determines is necessary in determining program eligibility.

The family does not provide complete and true information to the SNRHA.

If any family member has been evicted from federally assisted housing in the last five years.

Fails to meet eligibility requirements concerning individuals enrolled at an



institution of higher education as noted in 24 CFR 5.612

Has made fraudulent misrepresentation on his/her application for assistance.

The family failed to disclose and verify social security numbers and submit and sign consent forms for obtaining information.

Fails to establish citizenship or eligible immigration status for at least one family member.

The family failed to keep scheduled eligibility appointments with SNRHA staff

A family member engages in or threatens violent or abusive behavior toward SNRHA personnel.

Abusive or violent behavior towards SNRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

The family owes past due rent or other past due amounts, including in connection with a repayment agreement that are not current, to any PHA in connection with the HCV, Certificate, Project-based HCV Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt no later than 14 days from the initial eligibility interview.

Refuses to cooperate with SNRHA during the initial certification process or with portability procedures

I. USE OF FBI AND LAW ENFORCEMENT RECORDS

The SNRHA 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 periodically as determined by SNRHA.

The SNRHA 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 SNRHA will do a name check only through its local law enforcement or screening agency to access limited information from the NCIC.



The SNRHA 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 SNRHA that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, the SNRHA must proceed 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.

The SNRHA will request an FBI report on applicants who the local law enforcement or screening agency has indicated crimes may have been committed outside SNRHA jurisdiction.

The SNRHA acknowledges that FBI reports may result in an inconclusive result requiring further documentation. The results of an inconclusive FBI report will not be used to deny an applicant admission to housing, but will require the applicant to provide further information and/or documentation.

J. CONFIDENTIALITY OF CRIMINAL RECORDS

The SNRHA 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 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 SNRHA'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 SNRHA 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

In the event SNRHA 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.

K. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING [Pub.L. 109-162]



- o A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
- o Any other person living in the household of that person and related to that person by blood and marriage.

Notification and Victim Documentation

SNRHA Policy

The SNRHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under these policies. Therefore, if the SNRHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, the SNRHA will include with its notice of denial the Notice of Occupancy Rights under the Violence Against Women Act (HUD form 5380) and the Certification of Domestic Violence (HUD form 5382) 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 within fourteen (14) business days.

The documentation must include One of the following:

- A signed HUD Form 5382, 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.
- A Record of a Federal, State, tribal, territorial, or local law enforcement agency, court, of administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (Collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that SNRHA has agreed to accept.

If after reviewing the documentation provided by the applicant that SNRHA determines the family is eligible for assistance, no informal hearing will be scheduled and the SNRHA will proceed with the admission of the applicant family.

If SNRHA still determines the family to be ineligible, the family may request an informal



hearing within ten (10) calendar days of the notification of final determination.

Perpetrator Removal or Documentation of Rehabilitation

SNRHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the SNRHA 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 public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed rehabilitation and has had a clean criminal history for a minimum of one (1) year in accordance with Section K above.

If the family elects 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 received assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed. The victim and perpetrator must also sign or attest to the documentation.

SNRHA Confidentiality Requirements

All information provided to the SNRHA 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 data base 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.

L. 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 eligible students;
- Status as a domestic violence victim.

M. HEARINGS

If information is revealed that would be grounds for the SNRHA 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 SNRHA's hearing procedures outlined in Chapter 12.



B. "INITIAL" APPLICATION PROCEDURES

The SNRHA will utilize a preliminary application form (pre-application) for the initial application for public housing. The application may be submitted by mail, or in person, whenever the Waiting List is open and the data is entered into the computer.

The purpose of the pre-application is to permit the SNRHA 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 of household and spouse/co-head
- Gender and age of all members (used to estimate bedroom size needed)
- 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 criminal activity
- Questions regarding previous participation in HUD programs
- Alternative/Optional contact form (HUD 92006)

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 required to inform the SNRHA 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 SNRHA 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 Grievance Procedure.

Applications submitted for waitlist(s) that are not open will be rejected and the applicant will be notified of the reason(s) for the rejection.



C. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily accepted, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation) that the application has been accepted and the applicant has been added to the corresponding waitlist.

This written notification of preliminary acceptance 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 SNRHA 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 Grievance Procedure.

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 full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability, prior to the full application interview

- Sign Release of information Forms including authorization form for criminal background checks of all adult household members, and consent for verification of Immigration status.

- Applicant will then participate in a full application interview with a SNRHA staff member to review the information on the full application form. The applicant will sign and certify that all information is complete and accurate.

The full application packet will be mailed to the applicant if they are out of state.

SNRHA will mail the full application packet to the applicant if needed as a reasonable accommodation for a person with a disability.



If the information is not supplied in this time period, the SNRHA will provide the family a notification of denial for assistance. (See Grievance Procedure.)

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 SNRHA'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 suitability screening
- Citizenship or eligible immigration status
- Criminal History Report

* In the event that a family is claiming zero income and appears to be eligible for income that is not reported to be received (i.e. TANF, UIB, Child Support, etc.), the absence of such income will be verified.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

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

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten (10) calendar 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.



Every reasonable action will be taken by the SNRHA to assure that applicants can make informed choices regarding the community(s) in which they wish to reside. The SNRHA 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 SNRHA 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 SNRHA will monitor its system of site-based waiting list annually to assure that racial steering does not occur. If the SNRHA annual analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, the SNRHA will take corrective action.

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

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

Espinoza Terrace, Designated Elderly Development, Henderson

Hampton Court, Family Development, Henderson

Otto Merida Desert Villas, Family Development, Las Vegas

Landsman Gardens, Family development, Henderson

Vera Johnson B, Family Development, Las Vegas.

Biegger Estates, Family Development, Las Vegas

Rose Gardens, Designated Elderly Development, Las Vegas

Vera Johnson Manor A, Family Development, Las Vegas

The SNRHA intends to make available dwelling units, in communities designated for elderly families only, to near-elderly families if there are an insufficient number of elderly families on the waitlist. Near elderly will be defined as families whose members are 55 years of age or older.

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 SNRHA Selection Criteria as defined in this policy.

The SNRHA 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 SNRHA will give preference



to qualified families.

Families who reach the top of the waiting list will be contacted by the SNRHA to verify their preference and, if verified, the SNRHA 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 SNRHA.

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 SNRHA adopts any local reference.

The SNRHA uses the following Local Preferences:

Homeless Referral Preference: Families who are homeless (family lacks a fixed regular and adequate night time residence, or has a primary night time residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations, such as welfare voucher hotels, congregate shelters or transitional housing designed for homeless persons, or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings) and are participating in case management with an approved referral agency. This preference shall be limited to up to 150 referrals per year**60 points**
Unit offers to applicants referred for this preference will be made as follows: for every two applicants from the waiting list receiving a unit offer, one applicant referred under this preference will receive a unit offer.

Homeless Families that live with friends or relatives who are not currently in the transition system, will be encourage to apply to other available SNRHA programs that they may qualify for.

Federally Declared Disasters: Victims who are holders of Section 8 Vouchers or other subsidized programs as defined as eligible units by HUD, in another jurisdiction within 120 days of the President declaring a federal disaster.**55 points**

Working Preference: Head, spouse or co-head who is employed at least 20 hours per week at the equivalent of minimum wage, 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 disabled families, including but not limited to those whose head or spouse is receiving SSI, SSD, or who can be verified to be unable to work, if both the head of household and spouse is either elderly or disabled..... **30 points**

Veteran preference for veteran as defined by State. **35 points**

Residency preferences for head, co-head or spouse, who live, work, have been



hired to work, or are enrolled full time in an accredited school in Clark County... **5 points**

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

Family of (defined as spouse) a **deceased veteran** with a service-connected death. **33 points**

FINAL VERIFICATION OF PREFERENCES [24 CFR 5.415]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the SNRHA will obtain necessary verifications of preference at the interview and by third party verification.

PREFERENCE DENIAL [24 CFR 5.415]

If the SNRHA denies a preference, the SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with the Housing Programs Manager or Director of Housing Programs. 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.

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the SNRHA waiting list.

Pulling from the Wait List

SNRHA shall utilize income targeting to meet HUD's requirements that 40% of admissions have income of less than 30% of minimum income. 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.

Once the SNRHA has met or exceeded the minimum 40% targeted Income requirement for new admissions of extremely low-income (<30% AMI) families, the SNRHA to the extent possible, will select the remainder of its new admissions by targeting very-low income (<50% AMI) and low-income (<80% AMI) families. Compliance with the minimum 40% of extremely low-income families for new admissions will be monitored on a monthly basis.

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



provision of the QHWRA by admitting less than 40 percent of “extremely low income families” to public housing in a fiscal year, to the extent that the SNRHA has provided more than 75 percent of newly available vouchers to “extremely low income families.” This fungibility provision discretion by the SNRHA is also reflected in the SNRHA Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing communities located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the SNRHA admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the SNRHA overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the SNRHA is anticipated to fall short of its 40% goal for new admissions to public housing.

Low Income Family Admissions

Once the SNRHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the SNRHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

H. 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.

I. UNITS DESIGNATED FOR THE DISABLED

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

J. MIXED POPULATION UNITS

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



The SNRHA income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. The SNRHA will use its annual analysis of its public housing stock and tenant incomes to provide benchmarks for the SNRHA.

The SNRHA income-mixing goal, in conjunction with the requirement to achieve income targeting, will be achieved via unit offer procedures described in Section O of this chapter.

Community Designation Methodology

Aggregate Average Method

The SNRHA will review the annual resident income of all family sites to develop an average annual income, which will be used as a baseline. Developments with an average annual income above that baseline will be considered higher income developments, and developments with an average annual income below the baseline will be considered lower income developments.

Upon analyzing its findings the SNRHA will apply the policies, measures and incentives listed in Section P of this chapter to bring higher income families into lower income developments.

SNRHA Incentives for Higher Income Families

Covered in Section O of this Chapter.

M. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 960.204(a)]

The waiting list will be purged at least tri-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 within the prescribed 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 SNRHA 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 SNRHA receipt of their application that they are responsible for notifying the SNRHA within 10 calendar days, if they have a change of address.

N. OFFER OF ACCESSIBLE UNITS

The SNRHA 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 SNRHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the SNRHA 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 SNRHA 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. SNRHA will pay all reasonable and customary costs associated with the relocation of the non-disabled family.

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.

O. PLAN FOR UNIT OFFERS

The SNRHA 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.

Unit offers to promote income targeting are made in accordance with HUD regulations of the oldest eligible certified family to the appropriate bedroom size of the oldest ready and available unit. Once the SNRHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the SNRHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

Number of Offers - One Offer

SNRHA 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, or other “good cause” reason. The applicant shall be informed of this in writing.

SNRHA Incentives for Higher Income Families

The SNRHA will offer certain incentives to higher income families willing to move into lower



income communities. If a higher income family agrees to move to an SNRHA-specified lower income development, the SNRHA will agree to approve to transfer the resident family to the next available scattered site home or the development of the family's choice. The move will be approved, according to the Occupancy Guidelines, only if the family has consistently been in lease compliance for two years following admission.

In addition, the SNRHA will target homeownership opportunities to higher income families moving into lower income communities.

P. CHANGES PRIOR TO UNIT OFFER

Applicants with a Change in Family Size or Status

Applicants must report changes in income, family composition, and address within ten (10) calendar 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 SNRHA 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 **if the appropriate waiting list was open at the time of initial application.**

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 Grievance Procedure.)

Income changes properly reported after the unit is offered will be processed as an Interim re-examination following lease-up procedures.

Q. APPLICANT STATUS AFTER UNIT OFFER

When an applicant rejects the unit offer the SNRHA will remove the applicant's name from the waiting list. Removal from the waiting list means the applicant must reapply. Exceptions may be made in accordance with 504 regulations, for persons whose refusal involved the need for a reasonable accommodation.

R. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants will have three (3) business days to respond to an offer of an available unit. Applicants must accept a unit offered within one (1) business day of the date the unit is shown and execute a lease within two (2) additional business days of the offer acceptance. Extensions can be approved for good cause.

SNRHA staff will attempt to notify applicants by telephone as a courtesy; all offers will be made in writing by first class mail.



Chapter 5

OCCUPANCY GUIDELINES

The occupancy guidelines are established by the SNRHA 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 SNRHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The SNRHA'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 assigned using the following guidelines:

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

Generally the SNRHA will assign one bedroom to two people within the following guidelines:

Adults of different generations, 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.

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 5).

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 and so long as it does not constitute an overcrowded unit.



B. EXCEPTIONS TO OCCUPANCY STANDARDS

The SNRHA will grant exceptions from the guidelines in cases where it is the family's request or the SNRHA 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 SNRHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the SNRHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier or live in a preferred community.

At the SNRHA's discretion, to abate emergency situations, Management may approve the offering of a unit larger than the preferred unit size, based on the SNRHA's occupancy standards.

In all cases, where the family requests an exception to the general occupancy standards, the SNRHA 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 SNRHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the SNRHA before the family is placed on the larger bedroom size list. The SNRHA will consider these requests:

Person with Disability

The SNRHA 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 SNRHA 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 SNRHA.



SNRHA shall require residents who are requesting to add family members that are minors and who are not their children by birth, foster care, court awarded custody, or court awarded guardianship to sign SNRHA's form certifying they have the child(ren) parent's consent to care for the child full-time. The family must also provide proof of income for the care of the child such as TANF payment or other support, if any income is being received by an adult for the care of the child. The family member must be the payee. School record (if the child is of school age), must be provided to document the public housing unit as the record of enrollment for the child(ren).

SNRHA shall verify through welfare and the district attorney's office any payments being made for children residing in its public housing units.

SNRHA shall not approve additions for any reason if it will result in overcrowding as defined in HUD regulations.

All members of the family residing in the unit must be approved by the SNRHA. 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 SNRHA 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 SNRHA 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.



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.

O. 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.

A "mixed" family is not eligible to select flat rent at the time of move-in or Annual Recertification.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the total tenant payment from the applicable flat 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 flat 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 SNRHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or



- The dollar amounts of tenant rent for the family under each option.
- If the family chose a flat rent for the previous year, the SNRHA will provide the amount of income-based rent for the subsequent year.
- Only the year the SNRHA 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 SNRHA must conduct a reexamination of family income at least once every three years.
- The flat rent is based on the fair market rent. The SNRHA records must show how the SNRHA determines flat rents in accordance with its method and document flat rents offered to families.
- The SNRHA will not pay a utility reimbursement for a family that has chosen to pay a flat rent.
- For families paying income-based rent, SNRHA 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 SNRHA must first notify the family of the amount of utility reimbursement paid to the supplier.
- A “mixed” family is not eligible to select flat rent at the time of move-in or Annual Recertification.

Allowable Rent Structures

Flat Rents

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

Is based on an amount no less than 80% of the applicable FMR established under 8 (c) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07.

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



V. SNRHA'S FLAT RENT METHODOLOGY

The SNRHA has set a flat rent for each bedroom size within the SNRHA's public housing inventory, based on an amount no less than 80% of the applicable FMR established under 8 (c) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07.



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. EIV with a minimum of 2 consecutive paystubs.
2. Third party written verification
Employment verification form completed by the employer
3. Oral third party
4. Review of documents
Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. At least four (4) consecutive pay stubs are required when third party verification cannot be obtained.
5. W-2 forms and IRS Form 4506-T release
6. Self-certifications 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, SNRHA will require the most recent federal income tax statements to be obtained via use of IRS Form 4506-T.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

SNRHA Policy

Acceptable methods of verification include, in this order:

1. EIV
2. Benefit verification form completed by agency providing the benefits.
3. Award or benefit notification letters prepared and signed by the providing agency that is no more than 60 days old.

Unemployment Compensation

SNRHA Policy

Acceptable methods of verification include, in this order:

1. EIV
2. Verification form completed by the unemployment compensation agency.
3. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
4. Payment stubs



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

School records

Hospital Birth Certifications

Passport

Health and Human Services ID (foster children; adopted Children) I-94

Verification of Marital Status (for purposes of meeting Spouse definition and determining the eligibility of counting income of absence spouse)

SNRHA Policy

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. A marriage certificate generally is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Familial Relationships

SNRHA Policy

Verification of guardianship is:

Court-ordered assignment

Verification from social services agency

SNRHA Self-certification of temporary guardianship or appointment

Any income still coming into the household on behalf of the child would be counted.

Other family relationships will be verified through birth certificates or other relevant documents.

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household or was never reported and identified by staff as being a spouse and is reported permanently absent by the family, the SNRHA 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.
- Husband or wife sign SNRHA's certification of marital status form.

Verification of Change in Family Composition

The SNRHA may verify changes in family composition (either reported or unreported) through one or more of the following actions: letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

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 SNRHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury, the Declaration 214 Form, noting that they are a citizen or national.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status (Declaration 214 Form) and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status (Declaration 214 Form) and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The SNRHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the SNRHA 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.

Additionally, SNRHA must terminate assistance for at least 24 months if it determines that a family has knowingly permitted an ineligible person to live in the assisted unit without informing the SNRHA.



Sheriff Card Military ID DMV Instructional ID Clark County Heath Card with valid photo ID Veteran’s ID with photo Certificate of Birth Naturalization papers	Passport Health and Human Services ID (foster children; adopted children) I-94
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If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 , 5.218 and 5.233]

Every family member must provide documentation of a valid social security number (SSN) unless they are a non-citizen or non-eligible immigrant.

SNRHA Policy

The SNRHA will request to copy the family member’s social security card.

If the social security card is not available, SNRHA will instruct the family to obtain a duplicate card from the local social Security Administration (SSA) office, but will complete the action by accepting the following documents as evidence if the SSN is provided on the document:

- Benefit award letters from a government agency; retirement benefit letters; life insurance policies.
- Any document issued by the Social Security Administration that clearly lists the family member’s social security number and name.
- For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the SNRHA will grant an additional 60 calendar days to provide documentation.
- For placement of Foster Children, an official letter or document from the state, county, or local child placement agency indicating the foster child’s name and social security number.

Social security numbers must be verified only once during continuously-assisted occupancy. If any family member obtains an SSN after admission to the program, the new SSN must be disclosed within 30 days.

The social security numbers of non-household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

Names on verifications of Legal Identity and Social Security Number must match.



7-II.C. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. If an applicant list themselves as married and no not list a spouse, they will still be required to submit a separation or divorce degree. Definitions of the primary household relationships are provided in the Eligibility chapter.

SNRHA Policy

Other family relationships will be verified through birth certificates or other relevant documents.

Marriage

SNRHA Policy

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

SNRHA Policy

The SNRHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

Absence of Adult Member

SNRHA Policy

The SNRHA will consider any of the following as

verification: Husband or wife institutes divorce action

Husband or wife institutes legal separation.

Husband or wife sign SNRHA's certification of marital status form.

Order of protection/restraining order obtained by one family member against another.

If an applicant list themselves as married, but does not list a spouse name, they will still be required to provide a separation document or divorce decree.



If no such documentation is available, the applicant may complete SNRHA's Declaration of Marital Status form.

Foster Children and Foster Adults

SNRHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.D. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

SNRHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, the SNRHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

7-II.E. VERIFICATION OF STUDENT STATUS General Requirements

SNRHA Policy

The SNRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family reports full-time student status for an adult other than the head, spouse, or co-head.

The family reports child care expenses to enable a family member to further his or her education.

The family includes a student enrolled in an *institution of higher education*.

The family claims an income exclusion because the student is receiving earned income and only the first \$480 is included as income.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving PH assistance.

SNRHA Policy

In accordance with the verification hierarchy described in Section 6-1.B, the SNRHA



Southern Nevada Regional Housing Authority

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. SNRHA 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 pending availability of a suitable unit.	Unless emergency transfer cannot be accomplished in this manner.	Not applicable	SNRHA or written family request
Medical and accessibility	Within 30 days of documentation, verification & approval pending availability of a suitable unit.	Unless appropriate unit meeting the family's needs is not available within the development	Not applicable	Written family request
Under housed (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 offer for every 20 offers from the waiting list	SNRHA on effective date of annual recert
Over housed	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 offer for every 20 offers from the waiting list	SNRHA on effective date of annual recert



Southern Nevada Regional Housing Authority

Under housed 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 offer for every 20 offers from the waiting list	SNRHA, not less than one year from the date of initial occupancy
Higher income family moving to a lower income development	Next available scattered site home or development of the family's choice	Not applicable	1 transfer offer for every 20 offers from the waiting list	At written request of family
Scattered Site SNRHA Site	Next available scattered site unit when family name reaches the top after certification of eligibility	All available SS units	Not applicable	SNRHA, not less than two years from the date of initial occupancy and must meet suitability criteria
Designated Senior Developments	Transfers from Studio to One bedroom unit when family name reaches the top after certification of eligibility	Unless type of unit does not exist within that development's inventory.	1 transfer for 2 new move-ins.	SNRHA, not less than one year from the date of initial occupancy
Newly Modernized Units	Next available unit when family name reaches the top after certification of eligibility	Not applicable	Not applicable	SNRHA on effective date of annual recert



Southern Nevada Regional Housing Authority

<u>Administrative Reasons determined by the PHA (e.g. to permit modernization work, community safety)</u>	Within 30 days of Notification	Unless type of unit does not exist within that development’s inventory.	Not Applicable	SNRHA
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B. EMERGENCY TRANSFERS

Emergency transfers will be implemented by the SNRHA to remove a resident family from life-threatening and/or hazardous living conditions caused by third-party criminal activity and/or unit damage. Good standing criteria does not apply in the case of emergency transfers.

Residents will be required to become complaint with all lease provisions upon completion of the Emergency Transfer to the new unit.

Emergency Transfers due to Third Party Criminal Activity

SNRHA 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 SNRHA will require residents who are victims of domestic violence to certify their victim status and the names of their abusers on HUD Form 5382, which should include either:

- A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit ; OR
- A statement that the tenant was sexual assault victim and that the sexual assault occurred on the premise during the 90-calendar –day period preceding the tenant’s request for an emergency transfer.



Southern Nevada Regional Housing Authority

All documentation submitted shall remain confidential and shall be reviewed and evaluated by the Designated SNRHA Staff only. 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 SNRHA 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 SNRHA 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 SNRHA Maintenance Department that require long-term repair.

Notification: If at least one of the foregoing conditions is found to exist, the SNRHA 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;



Chapter 9 LEASING

[24 CFR 966.4]

INTRODUCTION

It is the SNRHA'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 SNRHA'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 a new resident orientation within 90 days of move-in.

Residents with disabilities may request a reasonable accommodation.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A sample copy of the lease
- A copy of the grievance procedure
- A copy of the house rules
- Supportive services information, including FSS
- Emergency maintenance policy
- Community Service requirements and policy
- Pet policy
- Trespass policy
- Bed Bug Addendum
- Housekeeping Standard
- Other Lease addendums
- Firearms Policy

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Maintenance charges
- Provisions of the lease
- Unit maintenance and work orders
- Terms of occupancy
- Rent choice/Flat rent/income based/seasonal employment

SNRHA 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 SNRHA's Limited English Proficiency Plan.



- 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

Foster Children proposed to live in the unit

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 SNRHA occupancy standards, the SNRHA 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 SNRHA.

Residents who fail to notify the SNRHA 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 SNRHA, 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 SNRHA 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 SNRHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.



Security Deposit Amounts

New tenants must pay a security deposit to the SNRHA at the time of leasing the unit.

The Security Deposits for Public Housing will be based on bedroom size as follows:

- Efficiency Unit: \$200.00
- One Bedroom Unit: \$200.00
- Two Bedroom Unit \$250.00
- Three Bedroom Unit \$300.00
- Four Bedroom Unit \$350.00
- Five Bedroom Unit \$400.00

Scattered Site units will be required to pay an additional \$100 deposit for lawn or yard maintenance for which they are responsible for under terms of their lease.

Transfer of Security Deposit

If a resident transfers, the original security deposit may be refunded to the resident less any charges for unpaid rent or damages beyond normal wear and tear. The resident must then pay the required deposit for the new unit. The resident will be responsible for payment of any additional security deposits as outlined in this policy. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.

The SNRHA may permit installment payments of security when a new tenant demonstrates a financial hardship to the satisfaction of the SNRHA. The Authority may allow for one-quarter of the required deposit at the time of admission and the remainder to be paid with additional equal payments for a three month period. The full deposit must be paid within 120 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 30 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.



K. 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 community office, and they will be provided to the resident at the time of lease execution.

The SNRHA 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 SNRHA 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 SNRHA will not charge for any repairs that are necessitated by normal wear and tear; nor is there 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 SNRHA reserves the right to charge for said service.

L. 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 SNRHA.

M. 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.

N. SMOKE FREE HOUSING

HUD in its Final Rule has mandated that ALL Public Housing and mixed finance developments be Smoke Free effective within eighteen months (24 CFR 965 and 966). SNRHA must implement their Smoke Free policies, barring the use of prohibited tobacco products in all public housing and administrative office buildings, public housing offices, day care centers, community centers, common areas, and laundry rooms assisted under the U.S. Housing Act of 1937, other than assistance under section 8 of the 1937 Act. (collectively, "restricted areas"). The Rule does not prohibit smoking



by residents; rather it requires that residents and guests who smoke do so at least 25 feet away from the buildings.

- Prohibited Tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, and water pipes (also known as hookahs).
- Smoking of Marijuana (medical or otherwise) is prohibited in Public Housing or any federally assisted property.
- Properties with a suitable amount of space may elect to establish a Designated Smoking Area(s) that is at least 25 feet or more from any building.

ENDS (Electronic Nicotine Delivery Systems)

The use of ENDS in public housing is not prohibited. SNRHA will allow the use of ENDS within the unit, but prohibits ENDS in all common areas.

HUD does not consider addiction to nicotine or smoking to be a disability. Reasonable Accommodations will not be approved to allow smoking in restricted areas, but other reasonable accommodation requests to allow easier access to smoking areas will be approved for persons with disabilities.

Failure to comply with the Smoke Free Policy may result in:

- Increased Inspection Frequency. Upon issuance of a written warning from management and/or a documented complaint, the PAH will increase the frequency of unit inspections for a suspected policy violator.
- Termination of Tenancy/Eviction. A tenant shall be in violation of their lease if the resident or any guest is determined to be smoking in violation of the policy. Three violations of SNRHA Smoke Free Policy may result in termination of the lease and eviction.

Smoke-Free Apartments:

The premises listed below have already been designated as smoke-free living environments:

- Lubertha Johnson Estates Senior Development

With 45 days written notice and a signed lease addendum for all current residents, future properties will be designated smoke free by no later than August 1, 2018.



Modernized and Scattered Site Inspections: New move inspections will be conducted within 60 days of the resident leasing the unit to ensure the unit and grounds are being maintained.

Unit inspections will be conducted within ten (10) working days from the date SNRHA is notified or receives knowledge of an unsatisfactory condition such as infestation, damages, unsatisfactory housekeeping, Code violations, or complaints of poor exterior conditions.

Other Inspections

The SNRHA 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, staff 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 SNRHA-owned air conditioner/heater (seasonal)
- Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the SNRHA if the smoke detector is in need of



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 SNRHA with the means to verify that:

That there is a person with disabilities in the household; and

That if the animal is needed because of the person's disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the SNRHA management. The pet owner must enter into a Pet Agreement with the SNRHA; pay the pet deposit as follows:

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	\$200
Cat	\$200
Fish Aquarium	\$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	\$0
Caged pets (birds, gerbils, hamsters)	\$50.00

See Sections D and E following for other management requirements.

B. STANDARDS FOR PETS

Pet rules as outlined below will not be applied to animals that assist persons with disabilities except for 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 which will be applied to animals that assist persons with disabilities.

Types of Pets Allowed

No pets except the following will be acceptable:



Failure to maintain utility services during tenancy is a lease violation and grounds for eviction;

Non-payment of excess utility charge payments to the SNRHA is a violation of the lease and is grounds for eviction;

The SNRHA 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.

Violation(s) of the SNRHA Firearms Policy. See ACOP Addendum FP

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 SNRHA 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 SNRHA's written Notice of Lease Termination will state the specific 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 Grievance Procedure.)

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 SNRHA 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 three calendar days, considering the seriousness of the situation when the health or safety of other residents or SNRHA employees, vendors or contractors are threatened;

At least 30 days prior to termination in all other cases.

The SNRHA 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.



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. Convictions for Possession and/or Use of Controlled Substance

The SNRHA will permanently terminate the public housing lease of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing community 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 SNRHA may initiate lease termination, when, through verifiable evidence, SNRHA 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 SNRHA 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 SNRHA 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 SNRHA's hearing procedures outlined in the Grievance procedure

E. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the SNRHA 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.



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 SNRHA policy. The manager shall take into consideration factors of affordability when negotiating the terms of the repayment agreement.

Any Repayment Agreement negotiated for a term longer than the maximum 12 months, must be approved by the Director of Operations or Designee prior to conveyance to the resident.

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. The manager will place the original of the agreement in the resident's file and provide a copy to the resident once approved by the Director of Operations or designee. 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 SNRHA. 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 vacate date, the management staff shall prepare and send a letter 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



- g. If there are any under-served categories of families including Limited English Proficiency (LEP persons), determine where those families are currently located, and design a marketing campaign to reach those families.
- h. The campaign should, at a minimum:
 - 1) be aimed at families for whom the waiting list is open
 - 2) be presented in the appropriate language
 - 3) use all appropriate media
 - 4) describe the housing opportunities including homeownership of scattered-site units to eligible families available at SNRHA simply but accurately
 - 5) contain both the Fair Housing Logo and Fair Housing language
 - 6) describe how an interested family can get additional information about the Authority's housing opportunities
 - 7) be coordinated with SNRHA's LEP Outreach Plan
 - 8) advertise widely within the community
 - 9) making efforts to ensure the building and communications that facilitate applications and services delivery are accessible to persons with disabilities
 - 10) provide fair housing counseling services or referrals to fair housing agencies
 - 11) inform participants of how to file a fair housing complaint, including the toll free number for housing discrimination
 - 12) recruit FSS coordinators and all other staff community
 - 13) recruit landlords and service providers in areas that expand housing choice to program participants
 - 14) Ensure record keeping includes race, ethnicity, familial status, and disability status of program participants.

These marketing activities shall be conducted at least annually and shall include direct marketing activities to the population who is Limited English Proficient. Advertisements shall be printed in Las Vegas major publications, one Spanish newspaper, and other minority newspapers within Las Vegas. Additionally, we shall distribute information via facsimile or email to over 40 government and non-profit organizations that work directly with low-income families including those who are LEP. Radio and Television appearance(s) shall be scheduled, to the extent possible, to also promote all housing programs including scattered-site homeownership and Housing Choice Voucher (HCV) Homeownership options to eligible participants. SNRHA shall maintain tracking records reflecting our efforts as it relates to affirmatively furthering fair housing opportunities.



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 SNRHA 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 of the ineligibility notification. The request for an informal review shall be submitted to:

**SNRHA Admissions Department
5390 E Flamingo Road
Las Vegas, NV 89122**

Upon receipt of the request, the Hearing Representative 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 SNRHA Hearing Representative 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 SNRHA 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 SNRHA 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

SNRHA 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 10 calendar days of the date of notification of the denial of a preference.

Any person or persons designated by the SNRHA, 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 SNRHA Hearing Representative 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 Representative or his/her designee and shall clearly state the following:

- The date of the Informal Review Meeting.
- The names of the persons in attendance.
- The applicable policy and/or regulatory provisions.
- The decision.
- A statement advising that the Informal Review Decision is final and if the applicant believes that SNRHA 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
One Sansome St.
San Francisco, CA 94104
(800) 424-8590
(800) 424-8529 (TDD)**

B. RESIDENTS:

Residents of the Conventional Housing Program who are notified of a SNRHA 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 Asset 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 SNRHA management office with jurisdiction for the apartment in which the grievant resides within ten (10) calendar days. Upon receipt of the written Grievance from a resident, the Asset 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 Asset 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 Asset 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 Asset 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 five (5) business 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 formal hearing within ten (10) calendar days.

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 Representative 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 SNRHA.

a. Hearing Request:

A resident may request a formal hearing if the resident disputes any SNRHA action or failure to act involving the resident's lease or other SNRHA rules or regulations which adversely



SNRHA Firearms Policy

This Policy is intended by SNRHA to promulgate reasonable rules and regulations which are fair, effective, and consistent with the law as interpreted by the U.S. Supreme Court in *Heller* and *McDonald*, the laws and court decisions of the State of Nevada, and any other applicable law.

I. General Policy

A. Definitions:

1. “Authority Property” means all Authority real property, housing units, Authority offices and other buildings, Common Areas, sidewalks, open spaces, easements and other appurtenances to Authority real property.
2. “Authority Representative” means members of the Authority’s Board of Commissioner, Authority officers, Authority management, independent contractors, and/or others working for or on behalf of the Authority (collectively, “Authority Representatives”).
3. “Common Area” means an area of Authority Property that is not under a resident’s exclusive control as provided under the resident’s lease. Some examples of Common Areas include open space, hallways, steps outside of a resident’s unit, sidewalks, grassy areas, playgrounds, laundry rooms, recreation rooms, computer labs, daycare and aftercare centers, schools, easements, and other appurtenances to Authority property, etc.
4. “Firearm” shall include, but not be limited to pistols, revolvers, semi-automatic handgun, other handguns, rifles, shotguns, and any other instrument capable of being held and fired by a single person, that propels a projectile by means of explosive charge of firearm powder or other explosive propellant, mechanical (spring) action, gas or compressed air, capable of killing or injuring another person or an animal.
5. “Occupant” means a person authorized by the Authority to reside in the Resident’s housing unit. Examples include family members and live-in aides.



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6. “Resident” means a lawful public housing resident of the Authority who is the head of household, the spouse, or the co-head of household, on the on the lease. It also includes tenants of other properties that are Rental Assistance Demonstration (RAD) properties or tenants of former public housing developments that have converted to Section 8 assistance.

7. “Sensitive Area” includes an area designated as such by the Authority in which the carrying, possession or use of firearms may be restricted or prohibited, including but not limited to: Authority offices, buildings, open spaces, laundry rooms, kitchens, restrooms, maintenance offices or buildings, parking areas, (except in the course of transporting it to and from a Resident’s unit or other action permitted under this policy and state and local law) community rooms or centers, or property reserved for a school, daycare, playground or other area used by minor children, and other areas under the exclusive control or occupancy of the Authority or its commissioners, directors, officers, and or employees, except as may be permitted for the transportation or possession of firearms by this policy or otherwise allowed under state and local law. Buildings, residences, Common Areas, and other Authority Property designated for elderly and/or disabled also are Sensitive Areas. Sensitive Areas shall be designated by appropriate signage at their common entrance point(s).

B. Right to Possess Firearms:

1. Residents and Other Authority-Authorized Occupants:
Lawful Public housing residents of the Authority (“Residents”) and other Authority-authorized occupants of federally assisted public housing have a right to lawfully possess legal Firearms within their unit for purposes of self-defense and any other purpose permitted by law. Residents may not possess Firearms within their units or elsewhere on Authority Property in a manner inconsistent with the terms of this Policy.

2. Authority Commissioners, Officers and Employees:
Authority Representatives have a right to lawfully possess legal Firearms for purposes of self-defense and any other purpose permitted by law. Authority Representatives may not possess Firearms within Authority offices, buildings, Common Areas, Sensitive Areas, or



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elsewhere on Authority Property in a manner inconsistent with, or prohibited by, applicable federal, state or local laws or inconsistent with the terms of this policy.

3. Excepted Firearms:

No person may lawfully possess in a housing unit or otherwise on Authority Property any fully automatic Firearm, machine Firearm, sawed off shotgun, assault weapon (as defined by specific state or federal statute), large capacity magazines unless allowed under state law, large capacity ammunition feeding devices, grenade launcher, rocket propelled grenade (RPG) launcher, or other firearm or ammunition prohibited by applicable state or federal law.

4. Excepted Person:

All persons prohibited from possession of a Firearm under federal law (18 USC 922), as it may be amended, may not possess a Firearms on Authority Property including but not limited to:

- a. A convicted felon with a history of violence whose civil right to possess a Firearms has not been restored by applicable law;
- b. A person who unlawfully uses, or is addicted to, any controlled substance (as defined in section 102 of the Controlled Substances Act, 21USC 802) or abuses alcohol, in a manner that poses a threat to the person or others;
- c. Aliens who are illegally or unlawfully in the United States or have been admitted to the US under a non-immigrant visa;
- d. A person who is subject to a domestic violence restraining or protective order;
- e. A person having a conviction for domestic assault;
- f. A fugitive from justice;
- g. A person who has been dishonorably discharged from the military;
- h. A person adjudged mentally defective or found of unsound mind in a court of competent jurisdiction; and
- i. A person who has renounced US citizenship.

Likewise, all persons prohibited from possession of a Firearm under state or local laws of the State of Nevada, as may be amended, may not possess a Firearm on Authority Property.



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Additionally, a person who the Authority determines, based upon objective evidence, constitutes a danger to his or herself or others shall not possess a Firearm on Authority Property. The Authority shall maintain and publish a list of said persons, and shall give notice to each person determined ineligible of their inability to possess a firearm on Authority Property.

C. Guests:

Except as otherwise authorized or restricted by federal, state, or local law, guests of a Resident may lawfully possess a Firearms on Authority Property only in the Resident's unit, while transporting Firearm to and from the unit, or otherwise in conformity with this Policy and all applicable federal and state laws.

Except as otherwise authorized or restricted by federal, state, or local law, guests of an Authority Representative may lawfully possess a Firearms on Authority Property only within the guest or Authority Representative's vehicle in an Authority parking lot or otherwise in conformity with this Policy and all applicable federal and state laws.

II. Rules and Regulations

A. Discharge:

No person shall discharge a Firearm on Authority Property except as authorized by federal, state, or local law.

B. Brandishing:

With the exception of inside of a Resident's housing unit, no person shall brandish, take out, or show in a threatening manner a Firearm on Authority Property, except for the purpose of self-defense or other purpose authorized by federal, state, or local law.

C. Common Areas:

Except as otherwise authorized or restricted by federal, state, or local law, no Resident or other person shall possess or carry a Firearm in any Common Area except to transport the Firearm to and from a Resident's unit.



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D. Sensitive Areas:

No person shall possess or carry a Firearm in a Sensitive Area. The Authority shall post signs indicating where Firearms are not permitted. However, the failure of the posting of a sign in an aforementioned sensitive area shall not render this Policy inapplicable as to that sensitive area.

E. Commercial Activity:

No person shall engage in the business of buying and/or selling Firearms or ammunition within any resident's unit or elsewhere on Authority Property.

F. Children and Minors:

All Firearms and ammunition permitted under the terms of this Policy shall be kept in a secure area out of the reach of children and minors. The use of trigger locks, Firearm safes, and other safety precautions that do not render the Firearm inoperable are strongly recommended.

G. Due Care:

Residents and guests shall at all times exercise reasonable care when handling Firearms, ensuring the safety of household members and others. No person shall threaten others, verbally or otherwise, with the use or potential use of a Firearm. Firearms shall not be used or displayed in any manner that threatens others, except in the course of self-defense.

H. Provision of Policy to Residents and Authority Representatives and Incorporation of Policy in PHA Documents:

The Authority shall include and/or incorporate the Policy in all Resident leases, House Rules, and Family Obligations. The Authority shall make a copy of this Policy available to every Resident and Authority Representative.

III. Inspection and Registration Requirements

A. Firearms Licenses or Permits:

All firearm licenses or permits required under federal, state, or local law for the possession of Firearm shall be presented to the Authority for inspection and registration with the Authority and for copying and placement in the Resident or Employee file *before* the Firearm is brought onto Authority Property. Such license or permit shall be provided to the Authority's Executive Director or Designee. Photo copies or facsimile will not be considered acceptable.



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In the case of a guest of a Resident or Authority Representative, or other person under their control, the Resident/Employee is responsible for ensuring that this requirement is met by their guest or other person under their control *before the guest's Firearm is brought onto Authority Property*. Failure of such person desiring to possess a Firearm on Authority Property to provide a current Firearm license or permit to the Authority, when such a license or permit is required by federal, state, or local law, shall mean that the person *shall not be permitted* to possess such firearm on Authority Property, unless and until a current Firearm license or permit is presented to the Authority for registration, inspection and copying. When a Firearm license or permit expires, *it must be renewed before the Firearm will be permitted on Authority Property*, including within a Resident's housing unit.

B. Concealed Carry and Open Carry:

In the event that state or local law permits the open and/or concealed carry of Firearms, Firearms *shall not* be concealed, openly carried, or otherwise brought into Sensitive Areas, including, but not limited to, Authority buildings and offices. The same registration, inspection and copying requirements set forth in A, above, shall apply to the concealed and/or open carrying of Firearms, should licenses or permits be required therefore under federal, state, or local law.

IV. Enforcement

A. Residents:

Material violations of this Policy, as determined by the Authority, shall be deemed a serious violation of a Resident's lease, enforceable by termination and/or eviction, at the Authority's sole discretion. Residents are responsible for the actions and conduct of their guests and others under their control with regard to such person's possession of firearms.

B. Other Persons:

Any person not a Resident (including but not limited to Resident guests or other under the Resident's control, and Authority Representatives) who violates this Policy shall be subject to the same procedure to bar or "Trespass" non-Residents from the Authority's premises.

C. Trespassing and Barring:

Persons who violate this Policy shall be subject to the Authority's policy to bar or "Trespass" the individual from the Authority's Property. Barred or trespassed



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persons shall not be permitted, at any time or for any purpose, on any Authority Property, wherever located, including within a Resident's housing unit. A barred or trespassed person who comes onto Authority Property is subject to arrest.

D. Reporting to Law Enforcement:

The Authority shall report all violations of federal, state, or local law relating to the use and possession of Firearms to the appropriate law enforcement or other agency.

V. Appeals

A. Residents:

A termination of benefits and/or eviction, or other adverse action undertaken by the Authority based upon a violation of this Policy, including the barment of persons from Authority Property due to violations of this Policy, shall be subject to the grievance procedures set forth in the Authority's current grievance policy. Only Residents/Participants have these grievance rights, not their guests or other under their control.

B. Employees:

A termination of employment, disciplinary action, or other action undertaken by the Authority, including the barment of persons from Authority Property due to violations of this Policy, based upon a violation of this Policy shall be subject to the grievance procedures set forth in the current CBA and/or Employee handbook. Only employees have these grievance rights, not their guests or others under their control.



**SOUTHERN NEVADA
REGIONAL HOUSING AUTHORITY**

**MAINTENANCE
PLAN**

Revised and Approved June 15, 2017

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Southern Nevada Regional Housing Authority – Maintenance Plan

1.0 PLAN PURPOSE AND OVERVIEW

The Southern Nevada Regional Housing Authority (SNRHA) is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of Authority properties and providing safe, sanitary, quality living, and the best customer service to Authority residents.

SNRHA's mission is to provide affordable housing and quality customer service to eligible people within the community while creating and promoting opportunities for independence, self-sufficiency, and an improved quality of life, as well as nurturing pride, accountability, and sense of ownership.

This plan is designed to establish the structure of an effective and efficient maintenance system needed to control the performance of its maintenance work and promptly respond to, and abate deficient conditions, and ensure the long-term economic and physical life of the property, and effect SNRHA's missions. To ensure we meet the regulatory obligations through measures that monitor performance and standards.

This plan will be reviewed regularly to ensure processes are consistent with its purposes and intent, and that the plan is current with, and effectively addresses the continually changing environment relative to our organizational mission.

1.1 PERFORMANCE GOALS

The principle role of Maintenance is to effect prompt, courteous, comprehensive, and efficient maintenance, repair, and developmental services to SNRHA's residents, managers and the Authority as a whole. Maintenance Personnel shall take steps necessary to ensure that our individual goals are appropriately aligned with the organizational goals, and that attainment of these goals is paramount in both the employee's individual success and SNRHA's overall success.

Although the Maintenance Personnel's daily work priorities may be altered on occasion, the principle goals of abating emergency and routine conditions, particularly relative to resident and structural concerns, in a timely and efficient manner, turning vacancies quickly, keeping out properties neat and well maintained, and effecting the best, safe, and most efficient use of resources to accomplish these goals shall remain fixed.

Expanding employment services for residents, improving HUD Customer Service Survey results by approaching customer service in a proactive manner, encouraging employees to treat properties as if they were their own investment, creating challenging & developmental work assignments and team based environment, developing individual/personal goals of employees which complement and support group, department and organizational goals, mission and vision, promoting positive stewardship of funds, equipment, and property (assets), minimizing non-productive costs and overhead, and maximizing preventive maintenance and capital improvement

Southern Nevada Regional Housing Authority – Maintenance Plan

investments will also be significant factors in the property's achievement of its overall objectives.

1.2 PERFORMANCE MEASURES

Organizational success is generally measured in terms of cost efficiency and customer satisfaction.

With respect to cost efficiency, the Maintenance Personnel will perform its work within defined operational, capital, and project budgets, and will strive to identify or develop and apply improved methodology in its routine job functions and activities, and maximize staff productivity.

With respect to Customer satisfaction, the Maintenance Personnel will treat its customers (i.e. Residents, Managers, etc.), with respect and consideration and each employee shall conduct themselves in a professional manner at all times. The Maintenance Personnel for each Asset Management Property (AMP) will look at SNRHA properties as would any prospective customer, encourage cooperation between staff and residents, and take time to inform as well as listen, leave a record of entry and services performed, and get resident signature acknowledging work performed when possible.

Although cost efficiency and customer satisfaction are generally the best indicators of success, these measures are also often difficult to effectively quantify. Accordingly, other measures are also used to assess the certain success factors relative to the Maintenance Personnel activities. These measures include the following:

- Responding to and completing work activities in accordance with guidelines established for each work activity priority.
- Completing quality control inspections for 10% of all work orders and 10% of all inspections annually.
- Completing Maintenance tasks within established "Time & Cost Standards" and
- Providing Customer Service Surveys with the completion of each work order for residents in the communities.

These performance Goals are intended to establish direction for Maintenance Management, and staff and a means to assess the effectiveness of this maintenance plan and the overall maintenance activities and results. These Performance Goals will be used to evaluate current operations and performance and to develop strategies to improve performance and satisfy the organization's overall vision and mission. Individual employee performance objectives shall incorporate these goals and measures, and the employee's overall performance shall be evaluated accordingly.

Southern Nevada Regional Housing Authority – Maintenance Plan

1.3 STANDARDS

Performance standards describe what is expected in terms of completing work tasks. The standards include the expectations of all maintenance activities, and are designed for establishing organizational responsibilities, group efforts, and accountabilities.

SNRHA will incorporate the following standards into its work quality and quantity performance goals and measures, as applicable, to ensure suitable and acceptable work results:

- Industry Standards
 - SNRHA shall utilize “Performance Guidelines for Residential Construction” as developed by the National Association of Homebuilders, as well as standards developed by SNRHA’s Maintenance Supervisors. [See “Residential Construction Performance Guidelines,” published by NAHB, Washington, DC 20005].
- Local Housing Codes
- HUDREAC Uniform Physical Condition Standards (UPCS)
 - UPCS shall be used as the “Benchmark” inspection protocol for annual inspections. [See UPCS handbook for more details]
- Public Housing Assessment System (PHAS) standards.
Management indicators that cover maintenance will be tracked for scoring compliance.
- SNRHA Missions Statement and Goals
- Collective Bargaining Agreement and Job Descriptions
The CBA and Job Descriptions shall be kept up to date and reflect current work activities and skill sets.

Nothing in the documents listed above will prevent the Housing Authority from setting a standard that is higher than that contained in the documents.

2.0 INSPECTION PROGRAM

2.1 INSPECTION PROGRAM PURPOSE & OVERVIEW

SNRHA’s goals of efficiency and cost effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the annual inspection of all SNRHA’s facilities, including the dwelling units, site, building exteriors, common areas, and major service systems.

As more and more maintenance is performed as a result of scheduled inspections, emergency maintenance needs and crisis management will be reduced.

Southern Nevada Regional Housing Authority – Maintenance Plan

Problems found during inspections must be tracked, addressed, and resolved. If work identified by inspectors is ignored or indefinitely deferred and no achievable plan for corrective action is developed, then overlapping, bigger, future problems will be created as a result.

All inspections shall be performed in a manner to ensure a high quality of inspection, inspections are conducted and completed in accordance with an established schedule, are in accordance with the Maintenance Plan, and conform to local codes. All inspections shall utilize the Uniform Physical Condition Standards (UPCS).

The Managers shall be responsible for the dwelling unit inspection program, and the site inspection program. The Maintenance Supervisors shall be responsible for the building exteriors and common areas inspection program, and will also observe and identify any deficiencies relative to the site. The inspection of Major Service systems shall normally be performed by outside specialists familiar with such systems and shall be arranged for and coordinated by the Manager and Maintenance Supervisor.

Inspections will be scheduled at the frequency required to meet the 100% of inspections of all facilities within each calendar year.

During each inspection conducted by the maintenance staff, the staff shall perform specified preventive and routine maintenance tasks that are readily and appropriately addressed at the time in order to avoid unnecessary delays, or wasted or redundant efforts. Any other work items noted at the time of the inspection will be documented on SNRHA's inspection form.

Inspection standards deficiencies shall be converted to a work order within twenty-four hours of the completion of the inspection, and completed in accordance with the applicable priority standards.

All SNRHA staff is also responsible for the continuous monitoring of the condition of all SNRHA facilities. All Maintenance employees and Managers are encouraged to report any needed work or problem areas that are observed in the regular course of performing daily activities. Such work items shall be reported to the Maintenance Call Center and the Manager of the appropriate property as applicable. Maintenance employees shall also exert a proactive approach with respect to fire extinguishers and smoke detectors by inspecting, testing, and repairing and/or replacing (as applicable) such devices at each visit inside a dwelling unit.

2.2 GENERAL

The Inspections Program of SNRHA has three primary goals:

Southern Nevada Regional Housing Authority – Maintenance Plan

- To ensure that all units, sites, and systems comply with the UPCS standards set forth by HUDREAC, Local Codes, and SNRHA management standards.
- To assure that the staff of SNRHA has reasonable knowledge of the condition of each unit for which it is responsible.
- To comply with the PHAS management indicator that requires 100% unit inspection within SNRHA's fiscal year.

2.3 PROCEDURES

The Managers are responsible for the annual unit inspection program. The Maintenance Supervisors are responsible for the common area inspection program.

During each inspection, the staff will perform the specified UPCS and other related standards inspection. All inspection results will be documented using standard data collection systems; either paper based or automated. All deficiencies shall be converted to a work order within twenty-four hours of the completion of the inspection.

All conditions noted as failing to meet UPCS criteria during the inspection shall be noted and documented. One UPCS inspection form shall be completed for each unit inspection performed. (These factors are incorporated in the PHAS assessment).

ALL SNRHA staff is responsible for monitoring the condition of dwelling units. Whenever an inspection, maintenance staff, or manager enters a dwelling unit for any purpose, he/she shall record and required work they identify while in the unit. A proactive approach will be taken with all smoke detectors by inspecting and testing at any visit. The only exception will be central response alarms, which are tested as a major system. These work items shall also be converted to a work order within twenty-four hours of discovery.

Nothing in this policy shall prevent any SNRHA staff member from reporting any needed work that they see in the regular course of their daily activities.

2.4 SCHEDULING

Scheduling and Arranging Inspections

Inspections will be scheduled at the frequency required to meet the 100% of Inspections within SNRHA's fiscal year and balance work activities.

All inspections should be spread uniformly across an 11 month schedule allowing all work identified in the inspections to be completed within the same fiscal year as the

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corresponding inspection for each development. An ongoing flexible inspection schedule of this kind will generate a reasonable workload for the maintenance staff.

Move-out inspections will be conducted in each vacant unit within 2 working days of becoming vacant.

Move-in inspections will be conducted with the resident at the time of move-in.

For all non-emergency inspections, the Resident shall be given at least two (2) days written notice of the inspection.

Managers shall be responsible for scheduling Unit Inspections. Maintenance Supervisors shall be responsible for Site and Systems Inspections.

Unit Inspections

The Management staff shall be performing the unit inspection program of SNRHA.

Building and Grounds Inspections

Site, Common Area, and Building Exterior inspections will cover the “inspectable items” under the UPCS/PASS protocol. Procedures for this inspectable area will follow the same collection and reporting requirements as the unit inspection standards.

Regular Inspections of the property grounds, common area, and building exteriors are required to maintain the curb appeal of the property, reduce/eliminate possible liability exposure, and preserve the integrity of the building envelope. This is needed to maintain the property for both current and prospective residents.

The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

- Hallways
- Stairwells
- Community room and other common space such as kitchens or public restrooms
- Laundry facilities
- Lobbies
- Common Entries
- Grounds
- Porches or patios
- Parking lots

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- Sidewalks and fences
- Lawns, shrubs, and trees
- Trash Compactors or collection areas
- Building foundations

The Building and Site inspection form will be used for common areas and building exteriors and grounds.

2.5 SYSTEMS INSPECTIONS

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule.

2.6 INSPECTION TRACKING SYSTEM

SNRHA has developed and maintains a sophisticated inspection tracking system for monitoring and controlling the regular inspection of the development sites, buildings and major systems.

2.7 SUMMATION

During each inspection conducted by the maintenance staff, the staff shall perform specified preventive and routine maintenance tasks that are readily and appropriately addressed at the time in order to avoid unnecessary delays, or wasted or redundant efforts. Any other work items noted at the time of the inspection will be documented on SNRHA's inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection.

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompanying a contractor, he or she shall record on an inspection form any required work he or she sees while in the unit. These work items shall also be converted to a work service request within twenty-four hours of discovery.

3.0 RESIDENT MAINTENANCE AND REPAIR SERVICE

Resident requests for routine and emergency maintenance work are accepted 24 hours a day, seven days a week. To register a service request, residents should call the Work Order Call Center at (702) 477-3100. This phone is manned between the hours of 8:00am and 5:00pm

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Monday through Friday (excluding holidays). During all non-business hours, this phone number is manned by an answering service properly trained to receive and disseminate such requests promptly.

Residents may also request maintenance service by contacting their management office, as reasonable accommodation for disabled residents.

Residents shall be made aware of the location of water valves and electrical circuit breakers applicable to their individual residence and should immediately turn off the water source to water lines which are leaking or broken. Similarly, residents should check and reset (or turn off) circuit breakers when an electrical circuit within the home is not functioning properly before calling the maintenance number. Residents who are not familiar with the location and/or operation of these facilities should ask the maintenance staff or management staff to provide this information.

A Resident's request for maintenance shall be considered authorization for SNRHA's maintenance staff to enter the unit to make necessary repairs.

SNRHA staff may also enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. In the event that the resident or all adult member of the resident's household are absent from the premises at the time of entry, SNRHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the premises.

3.1 RESIDENT WORK ORDER REQUEST RESPONSE

Emergency work requests (see Work Order System Priorities) will be referred to the maintenance staff or applicable on-call employee, and responded to as quickly as possible. Work requests determined to be non-emergencies shall be handled by our regular maintenance staff and will be responded to in a manner consistent with the work order priority, maintenance staff availability, and operational needs.

3.2 RESIDENT CHARGES

If a maintenance employee is dispatched to a residence in response to an "Emergency", and the situation is subsequently determined to be a non-emergency, the Resident shall be subject to charges for labor and materials, but not less than \$25.00. If the emergency situation could have been abated by the resident, had the resident been aware of the location of the appropriate valve or circuit breaker, and had the physical ability to operate such valve or breaker, the resident will be charged the actual cost incurred in responding to the residence.

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Residents shall be apprised that the maintenance staff is compensated at the rate of 1.5 times their base salary for after-hours calls, and in an effort to minimize the overall cost applicable to maintaining our properties, residents shall be encouraged to minimize such call outs where possible.

4.0 WORK ORDER SYSTEM

The Work Order System for SNRHA is a formalized means of scheduling, recording, monitoring, reporting, and analyzing the quantity, cost, and effectiveness of inspection, repair, and maintenance work performed throughout SNRHA. The system requires that all work activities performed by maintenance personnel be recorded as a Work Order (WO). The work order is not only the means for assigning tasks and scheduling work, but is also the primary control mechanism used to record and maintain information about work activities at each site and SNRHA as a whole.

4.1 BASIC

SNRHA's work order system shall include all work request information necessary to record and monitor maintenance work activity needs and progress and to produce work order documents and reports sufficient to affect the plan's overall objectives. All work requests and activities must be input into the work order system for scheduling and recording purposes, and all work performed by maintenance staff must be recorded and subsequently input into the work order system. It is critical that all maintenance work activities be identified with a specific or standing work order and processed through the maintenance system.

Work orders will contain, at a minimum, the following information:

- System generated identification number
- Source of request (planned, inspection, resident, etc.)
- Priority assigned
- Location of work
- Date and time received
- Worker(s) performing/completing task
- Description of work requested (with service code number)
- Description of work performed (with service code number)
- Actual date(s) and time(s) work performed/completed
- Materials/supplies used to complete work
- Labor type and hours used to complete work
- Special Equipment used to complete work
- Other observed deficiencies
- Resident charges (breakdown and reasons)
- Resident signature (whenever possible)

4.2 PROCEDURES

Service Request Work Orders

Most Work Orders are created in response to requests for services, and are generally of the types that involve situations that could adversely affect the resident's quality of life, or materially affect the appearance of the property or the structural integrity of the buildings. Generally these situations are abated, and/or repaired with relative ease and minimal expense in Labor or materials. Such requests for service may be originated from a variety of sources, including the residents, managers, SNRHA staff, commissioners, or the general public and are generally prioritized as "Emergency", "Urgent", or "Routine". Work Orders shall also be created for all work activities and categorized in accordance with their priority level. (See Priorities Section for descriptions)

Work Orders for service requests received during normal work hours will be assigned to specific maintenance staff based upon the location of the requested work and the level of urgency as determined by the applicable maintenance supervisor. Outside of normal work hours, a maintenance employee shall be designated as "On-Call", and shall be responsible for receiving all service calls from the answering service, determining the level of urgency and the course of action required to effectively abate the condition, and facilitate the appropriate response. The designated "On-Call: maintenance employee shall prepare a work order (report) for all calls received (whether responded to or not) and submit an activity status report on all such work orders at the start of the next business day.

All service request work orders will generally be assigned and completed in a manner consistent with its priority, and that facilitates the best utilization of resources and time, without regard to the sequence in which the orders were taken. If the assigned maintenance employee cannot complete any portion of the work order in accordance with the applicable standards, the maintenance employee must notify the maintenance supervisor.

Call Out

The "On-Call" maintenance employee is only expected to respond to "Emergency" calls. Situations defined as Urgent may be responded to on "call-out" in situations where the resident could be significantly inconvenienced for an extended period (normally greater than 36 hours) due to workload and/or work schedule. If the "On-Call" maintenance employee elects to respond to a "call-out" that is not considered and "emergency", the employee shall explain the basis of treating the situation as a call-out.

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The designated “On-Call” maintenance employee shall have a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to Authority materials and supplies as necessary to affect reasonable and effective response to such Emergency activities.

Emergency Work Routines

In abating an emergency situation, the maintenance employee shall take all reasonable steps to complete all required and appropriate repairs, provided such repairs are necessary to abate the situation, or such repairs can be performed without unduly delaying other pending emergency conditions, or causing unnecessary additional cost to SNRHA. When the emergency condition can be abated, but additional repairs are required, and cannot be safely and effectively performed at the time, the situation should be abated and the additional repairs should be documented and another work order generated as necessary.

If the number of emergency calls is such that the assigned or on-call employee cannot effectively respond to such calls in a timely manner, the affected maintenance employee shall contact his/her supervisor when the required and appropriate action is unclear.

Non-Service Request Work Orders

Work activities and projects applicable to non-service request work orders will be assigned by the Maintenance Supervisors, and shall be completed in a manner that is consistent with the type of work, and the best utilization and availability of labor and monetary resources.

Work Order Documentation

Upon completion of any work, the Maintenance employee shall use the preprinted computer generated work order, to record all service related work activities and charges. The maintenance employee shall also complete a daily time sheet reflecting all activities performed, and the corresponding time for such activities, and shall return such forms to the maintenance supervisor at the end of each workday.

If the work order is for a resident request for service, the resident, if present, will be asked to sign the work order document acknowledging the scope of work completed and the status of any outstanding work. If the resident is not present, the maintenance employee will leave a pre-printed service card indicating the name of the employee that serviced the work order, the date and time the service was performed and the status of any outstanding work, and any other pertinent information.

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The employee shall ensure that the document is completely filled out, signed, and returned to the maintenance supervisor.

This information shall be used for a variety of purposes, including reporting time and distribution for payroll, reporting time and costs expended per employee, development, and activity, and other reporting as applicable supervisors and upper level managements review.

Record Maintenance

All service requests must be forwarded to the work order call center for dispatch and record updates and maintenance. Call Center staff will enter the service request into the automated maintenance work order system, and will process the service request according to its work order priority. The call center will dispatch the service request work order to the applicable maintenance employee or maintenance supervisor.

It is the responsibility of the Call Center to ensure the expeditious computer input, issuance, and update of all work orders. The maintenance supervisor and manager shall be responsible for reviewing the status of any outstanding service request work orders, and informing the applicable employee and supervisor of instances where such work orders are approaching or have exceeded the applicable standards.

5.0 MAINTENANCE WORK PRIORITIES

SNRHA is committed to delivering proficient maintenance services based on need and operational efficiency.

All maintenance activities will be processed, scheduled, and completed in accordance with this plan. However, appropriate discretion is expected in responding to non-emergency repairs or work activities necessary to achieve the best utilization of available resources and provide the best results overall.

SNRHA will prepare routine maintenance schedules for the maintenance of its properties that will ensure their continued attractiveness and marketability, and structural soundness and livability. The Director of Operations, with cooperation from the managers and maintenance supervisors, shall be responsible for the development of such maintenance schedules.

The priority level is the primary determining factor in facilitating this commitment. Accordingly, SNRHA has established the following maintenance priorities and definitions, and listed them in the intended order of response. [Refer to Priority Examples]:

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5.1 EMERGENCY

Any situation that threatens life or safety, or may cause serious damage to the property structure or systems if not immediately abated or repairs are unduly delayed, or precludes the unit's safe and/or sanitary use by resident shall be defined as "Emergency". Emergencies are the highest priority source of work.

If a maintenance employee is confronted with a situation that may be considered an "Emergency", but is unsure, the employee is expected to consult with his or her immediate supervisor or manager. If his or her immediate supervisor or manager is not available, the employee shall treat the situation as an "Emergency".

All emergencies must be responded to expeditiously and all steps necessary to abate the emergency condition must be initiated immediately. In abating the situation, the maintenance employee shall take all reasonable steps to complete all required and appropriate repairs, provided such repairs are necessary to abate the situation, or such repairs can be performed without unduly delaying other pending emergency conditions, or causing unnecessary additional cost to SNRHA.

When condition can be abated, but additional repairs are required, and cannot be safely and effectively performed at the time, the situation should be abated and the additional repairs should be referred for rescheduling as necessary.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and material costs.

Emergency situations must be corrected or abated within 24 hours.

5.2 URGENT

Any situation, not deemed to be an emergency, but is deemed to be of significant concern given the potential adverse impact to the resident and/or SNRHA property shall be defined as "Urgent".

This priority category principally refers to resident generated work requests that are non-emergencies that cannot be planned in advance or responded to before a resident calls, but would present significant concerns to the Resident and/or SNRHA if not resolved promptly.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and materials costs.

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Urgent situations will normally be corrected or abated within seventy-two (72) hours (three days). Response to such situations arising after normal work hours will be postponed until such time as they can be corrected or abated during normal work hours. However, in such situations where it would be impractical to correct or abate the situation within seventy-two (72) hours due to weekends or holidays, the maintenance staff may respond within such period during off duty hours and will consider such situation as an emergency for the purposes of these procedures.

5.3 ROUTINE

Any situation that is deemed to be of less than significant concern given the potential adverse impact to the resident and/or SNRHA property and is not more appropriately categorized as any other work priority shall be defined as “Routine”.

These situations will not be given a priority over work categorized as Vacancy and Preventive, but shall be completed in coordination with such activities so as to achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and material costs.

Routine work will be completed within ten (10) working days.

5.4 VACANCY

Unit “Vacancy” work activities are those identified as part of the move-out inspection. Upon becoming vacant, or as soon as possible, but no later than two (2) working days thereafter, the manager, in concert with the maintenance supervisor as deemed necessary, will perform a move-out inspection of such vacant unit and will prepare or cause to be prepared, a punch list of items to be repaired, and/or replaced in the vacant unit. This move-out inspection shall be used in connection with determining any costs to be reimbursed by the tenant, and the accompanying list shall be the basis of work required to “make-ready” the unit for occupancy. Upon completion of the inspection, the inspection results will be entered into the work order system and a work order will be issued for the unit to be made ready for occupancy.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and material costs.

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Vacant units shall be made ready for occupancy as soon as practical, but within not more than fifteen (15) calendar days, in order to ensure that the maximum number of vacant units are readily available for show and immediate occupancy to potential residents, thereby maximizing SNRHA's rental income, and ensuring a safe and attractive environment for current residents. Priority shall be further determined based on potential of immediate occupancy. Maintenance employees shall also assist in efforts to ensure that vacant units are occupied within thirty (30) calendar days of the vacate date.

5.5 PREVENTIVE (MAINTENANCE)

Those activities that are performed on a regular (periodic) schedule, such as annually or quarterly, that are intended to ensure the continual and trouble-free operation of Major systems or equipment of units, buildings, and/or other common areas shall be defined as "Preventive".

The goal of the SNRHA preventive maintenance program is to detect and correct minor deficiencies so that major repairs and failures are reduced to a minimum. Preventive maintenance is a planned maintenance activity. Through the use of a schedule the SNRHA preventive maintenance program is a proactive approach that calls for the regular servicing of all systems and units.

The preventive maintenance program at SNRHA includes the inspection, monitoring, and care of facilities and equipment. This enables the maintenance staff to maintain properties/equipment and reduce future emergency maintenance and/or major structural or system failures. Preventive maintenance will minimize the amount of regular maintenance and extraordinary repairs, and will extend the life cycle of facilities and equipment.

Preventive maintenance shall be performed in accordance with established schedules. SNRHA has developed a preventive maintenance schedule for each development that will enable the maintenance staff to perform the required preventive maintenance activities on a weekly basis in conjunction with the normal routine work orders and emergency work orders without disruption or creating a demand for overtime to accomplish the task.

Filters for the HVAC units will be changed on a regular basis approximating a monthly recurrence, and all evaporative coolers and air conditioners will be serviced annually. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include heating and air conditioning, electrical, life safety and plumbing.

The development of this schedule begins with:

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- Identification of each system/unit
 - Date for service
 - Service Intervals
 - Tasks or Action needed
 - General Operating Systems

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and service, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority of SNRHA.

The systems covered by the preventive maintenance program include but are not limited to:

- Catch basins
- Condensate pumps
- Electric transformers and emergency generators
- Emergency lighting
- Exhaust fans
- Exterior lights
- Fire Extinguishers and other life safety systems
- Water heaters
- Heating plants
- Mechanical equipment and vehicles
- Sanitary drains
- Air Conditioning equipment
- Domestic water
- Inspections
- Structure Surface Paint and Reconditioning
- Evaporative Coolers

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will be listed as well so that they will be on hand when needed.

An assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

The units covered by the preventive maintenance program include the occupied unit. Residential units unoccupied, undergoing vacancy turnaround or modernization, will be

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scheduled for preventive maintenance no sooner than 90 days after occupancy but not longer than 12 months after occupancy.

Roof Repairs / Replacement

Maintenance of roofs requires inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage, clear gutters and prompt discovery of any deficiencies.

The Director of Operations is responsible for the development of a roof maintenance plan that includes these features:

- The type, area, and age of roof
- Warranties and/or guarantees in effect
- Company that installed the roof
- Expected useful life of roof
- History of maintenance and repair
- Inspection Schedule
- Replacement Schedule

The housing authority maintenance staff will usually undertake only minor roof repairs. Therefore there should be a list of approved roofing contractors to take on more serious problems for roofs no longer under warranty.

Vehicle / Equipment Maintenance

SNRHA will protect the investment it has made in vehicles and other motorized equipment by effecting a comprehensive maintenance program. The vehicles and equipment to be covered include:

- Cars, trucks, and vans
- Tractors
- Bobcats
- Leaf blowers
- Weed cutters
- Lawn mowers
- Chain saws

The Director of Operations is responsible for the development of this plan, which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

Any employee that operates a vehicle or piece of motorized equipment has must have the required license or certification.

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Lead-Based Paint

SNRHA is committed to controlling lead-based paint hazards in all its dwellings, especially family dwelling constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The Manager shall have the authority and responsibility to direct all activities associated with lead hazard control. The control plan will include such activities as:

- Detecting the possible presence of lead paint
- Protection of residents and workers from lead-based paint hazards
- Surface protection of non-painted surfaces
- Equipment use and care
- Paint Quality
- Method of application

Other responsibilities include directing training sessions, issuing special work orders, informing residents, responding to cases of children with elevated blood lead levels, correcting lead-based paint hazards on an emergency repair basis, and any other efforts that may be appropriate.

SNRHA's plan to control such hazards is detailed in a risk assessment report and lead hazard control plan.

Life safety Systems

SNRHA shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Director of Operations with cooperation of the Managers and Maintenance Supervisors shall be responsible for the development and implementation of a schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan will be:

- Fire alarm and fire alarm systems
- Fire extinguishers
- Fire hoses
- Emergency Generators
- Smoke detectors
- Sprinkler systems

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.

5.6 RECURRING (CYCLICAL)

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SNRHA includes in the “Recurring” work category all tasks that can be anticipated and put on a regular timetable for completion and are typically scheduled by the applicable maintenance supervisor. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

Standing work orders that are open-ended and are non-specific as they relate to work projects have been created for the purpose of accounting for these types of labor and material costs. Standing work order activities shall be reported on daily time sheets and submitted to the maintenance supervisor to update the work order system.

Recurring work activities shall be performed in accordance with established schedules and applicable work standards.

5.7 ANNUAL (UPCS INSPECTIONS)

Activities involving the repair and correction of UPCS deficiencies identified in a physical inspection of a unit, building, system and/or common area shall be defined as “Annual” or “Inspection”. Annual inspection (UPCS) deficiencies that are deemed to be a health and safety deficiency shall be assigned Emergency priority status and abated within twenty-four (24) hours. All other deficiencies, and subsequent work activities, shall be corrected in accordance with the guidelines defined above that best fit the outstanding work activities.

5.8 SYSTEMS

Domestic water, electrical systems, elevators, emergency power, exhaust systems, fire protection, HVAC, and Sanitary systems.

5.9 DEFERRED

Those projects or activities are typically of such scope and expanse as to require considerable funds and/or significant coordination of resources (internal and external), but which pose no immediate threat to the residents or structures shall be defined as “Deferred”. These activities are normally based on observed deficiencies reported by staff and are planned and budgeted in concert with future projects, and completed accordingly.

Specific work orders are created individually for the purpose of documenting the need for such work, and accounting for these types of labor and material costs.

Completion standards for these projects will be job specific and established at the time such projects are initiated.

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5.10 CAPITAL FUNDS (COMP GRANT/FORCE ACCOUNT)

“Capital funds” projects or activities are similar in most aspects to those of deferred projects or activities, but are generally identified in SNRHA’s long-range plan and are specifically aligned with capital type improvements, and are budgeted and appropriately aligned with specific capital funding.

Specific Work Orders are created individually for the purpose of documenting the need for such work, and accounting for these types of labor and material costs.

Completion standards for those projects will be job specific and established at the time such projects are initiated.

6.0 GENERAL

6.1 WORK PLANNING

SNRHA will develop and maintain a work plan necessary to ensure the most cost-effective use of Authority resources and maximum useful life of Authority properties.

The work plan shall address the following:

- A property maintenance standard
- An estimate of the work required to bring the property to the maintenance standard
- An estimate of the work required to keep the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turnaround, inspection requirements and resident on-demand work
- An estimate of the on-going cost of operating the property at the maintenance standard
- A market analysis of the property to determine if there are any capital improvements needed to make the property more competitive
- A cost estimate to provide the specified capital improvements
- A revised work plan and cost estimate of maintaining the property at an improved standard

By developing a work plan, the Authority will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.

The complexity of maintenance delivery is determined by a number of factors, including the number of units in inventory, the age of the units/buildings, the family characteristics (Family/Elderly), the complexity of building systems, the building structure, the landscaping, the location of units, and the budget limitations.

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The use of Capital Improvement funds for capital work will have a positive impact on day-to-day maintenance workloads.

SNRHA's budget is a function of planning, and has been developed based upon the established goals, scheduled, staff requirements, and known funding sources. SNRHA believes it has developed a fiscally responsible budget.

6.2 TRAINING AND SUPPORT

SNRHA recognizes the importance of providing maintenance staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures needed to perform to the best of their abilities and in a safe and efficient manner. SNRHA will assist the employees in achieving these objectives by making some training available to the employees at its own cost, and each maintenance employee will be expected to participate in at least 32 hours of training annually. [Voluntary and mandatory (on the job) training]

SNRHA is responsible for developing a training plan for the maintenance staff and working with the human resources and risk management departments to identify the means of delivering the training. SNRHA insurance provider will also be consulted in the developing of the training plan as applicable.

Training topics will include, but are not limited to:

- Technical/Craft Skills:
 - Plumbing
 - Heating
 - Air Conditioning/Refrigeration
 - Gas/Electrical Appliances
 - Electrical
 - Carpentry
 - Major Equipment/Systems
 - UPCS/Inspections
 - Computer Applications
 - Landscape
 - Power Tools & Equipment Operation
- Safety:
 - Power Tools & Equipment
 - Electrical
 - Ladder & Scaffolding
 - Shoring
 - Lifting
 - Chemicals

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- First Aid/CPR
- Airborne and Blood borne pathogens

6.3 QUALITY CONTROL

The Quality Control (QC) reviews are used to verify the quality and quantity of Inspections and repair work being performed. The QC reviews will be performed by Managers, Maintenance Supervisors, or other designated person. The QC reviews will consist of a random selection of at least 10% each of all inspections and completed work orders. The QC review of maintenance work activities will be used to verify the actual quality and quantity of materials used, time expended, work completed, and the demonstrated or applied skill level and knowledge applicable to the work completed. The QC review of inspections will verify the accuracy of the inspection and processing the information into a work order. The comprehensive QC program includes uniform spot checks to insure work performed by all maintenance employees and teams meet established work standards. Maintenance staff will be held accountable for acceptable productivity, materials and supplies issued to them, and the quality of the work done.

6.4 STAFF ALLOCATION & RESPONSIBILITIES

Executive Staff

The Executive Director is responsible for the day-to –day operations of the housing authority. The Executive Director establishes procedure to implement policies instituted by the Board of Commissioners. All staff is responsible to the executive Director, or his/her designee.

Maintenance Activities

The Director of Operations, in cooperation with the Managers and Maintenance Supervisors, shall be responsible for the development of a routine maintenance schedule that shall include the following:

- A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards
- A list of tasks that are required to maintain that standards and the frequency with which the tasks must be performed
- The equipment, materials, and supplies required to perform related tasks, and a schedule for their maintenance and procurement.

SNRHA’s strategy for meeting the day-to-day maintenance needs of the properties is to assign specific supervision and maintenance staff to area developments based on size, location and complexity of the developments. Staff will be assigned based on demonstrated need and issued work orders in coordination with management, supervision, and availability of resources. Employees will be assigned primary

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responsibility at specific developments, but shall also share responsibility for all developments at the discretion of the supervisor and overall needs of the division. As such, daily work assignments shall be reallocated as necessary based on outstanding needs and demands, and available resources.

Each supervisor shall also be responsible for the activities and staff applicable to the developments within the assigned area.

Grounds

The maintenance staff shall be responsible for maintaining the general appearance of all developments by keeping the areas clean and free from debris. They will also maintain the lawns and planter areas keeping them neatly mowed, trimmed, and green, and will be responsible for pruning of trees and shrubs and removal and replacement of plants as necessary. In order to maintain the standard it will be necessary to observe the areas daily and identify work to be accomplished as well as identify short and long term work requirements based on the condition of the property and establish guidelines and identify appropriate action plan to accomplish objectives.

Work Order Call Center

The work Order Call Center shall receive, enter the required work order requests and dispatch work orders to the appropriate staff as received.

6.5 PROCUREMENT SERVICES

SNRHA Procurement Policy will be applied to all purchases of materials, supplies, and services.

Based upon an analysis of the consumption and the use of materials and supplies from the previous year, SNRHA budgets items to be consumed based upon the continued and expanding emphasis of SNRHA's maintenance program.

Contracted Services

Once a decision has been made to hire a contractor, the process set out in SNRHA's procurement policy will be used. These procedures vary depending on the expected dollar amount of the contract. The manager will work with the procurement department to facilitate the contract award.

All contractors are (shall be) selected with the competitive-proposal method and the total amount of the contract is to be within the confines of the annual operating budget.

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Inventory Control

The inventory control process will start with the procurement of materials and supplies. The system will identify the inventory level for all parts and materials. Managers in cooperation with the Maintenance Supervisor will be responsible for the overall ordering and control of materials and supplies and will be responsible for the inventoried supplies and materials once they are delivered to their location.

Materials

Each maintenance employee will maintain a materials and supply stock on their vehicles. The stocked items will be used as needed to fulfill work order activities. Tracking and control of materials issued to the employee shall be the responsibility of the employee once the materials and supplies have been delivered. All materials and supplies used must be assigned to a work order activity.

6.6 CONTRACTED SERVICES

SNRHA will contract for maintenance services when it is in the best interest of the Authority to do so. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When employees of the Authority have the skills to do the work required, but there is more work and there is time available to complete it, the Housing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the Authority will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in SNRHA's procurement policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Manager and Maintenance Supervisor will work with the Procurement department to facilitate the contract award. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

SNRHA currently has contracts with outside firms to provide carpet installation and restoration, bathtub resurfacing, pool maintenance, Pest control, Pigeon abatement, cleaning services, fire extinguishers, etc.

6.7 TOOLS AND EQUIPMENT

Tools required to perform the job duties will be assigned to all maintenance staff. Specialized equipment will be controlled by the Maintenance Supervisors.

7.0 MAINTENANCE POLICIES

7.1 GENERAL

The purpose of these policies is to provide general standards and guidelines relative to the Resident's responsibilities for the care, maintenance, and structural uniformity and integrity of our properties. Some of these provisions are also addressed in the House Rules as well as the Dwelling Lease. These policies relate to and are included here for:

7.2 *SNRHA OBLIGATIONS*

SNRHA shall maintain SNRHA premises, including grounds, structures, materials and equipment, including safety devices, which are owned, maintained, and/or operated by, and the responsibility of SNRHA, in a decent, safe, and sanitary condition and in good repair, and make all applicable repairs as necessary in a timely and effective manner.

7.3 *RESIDENT OBLIGATIONS*

The Resident shall abide by their lease agreement and all necessary and reasonable regulations including but not limited to current Housing Rules and shall keep the SNRHA Premises and such other areas as may be assigned to the resident in a clean and safe condition consistent with the SNRHA's housekeeping standards and objectives.

7.4 *CATASTROPHIC CONDITIONS*

In the event that a unit is unsafe, unhealthful, or otherwise uninhabitable by reason of fire, water, wind, or other damage, SNRHA shall assist the Resident in arranging temporary housing.

If it is determined that the resident's unit is expected to be uninhabitable for less than two (2) weeks, SNRHA will arrange temporary housing at a local motel within reasonable proximity of the Resident's unit.

If it is determined that the resident's unit is expected to be uninhabitable for an extended period (normally two weeks or more), the resident will be transferred to an appropriate sized unit within the development where possible, or, if unavailable, another low-rent housing unit where applicable.

SNRHA shall also provide a modest daily subsidy for food (meals), clothing, and toiletries, as may be applicable given the extent, and cause of the damage.

If the residents personal property is rendered unsafe or unhealthful by any expert or official competent in such matters, such property shall be properly disposed of in a prompt and efficient manner.

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If the loss of the resident's housing and/or personal property is determined to be caused by, or is otherwise the responsibility of SNRHA, the Resident shall submit a detailed claim for all costs associated with temporary room and board, relocation, and loss of personal property, including expenditure locations, dates, amounts, and receipts. The reasonableness of such claim shall be assessed by SNRHA and SNRHA shall make a formal offer of settlement as a means to compensate for, and otherwise resolve all outstanding claims.

If the loss of Resident's housing and/or personal property is determined to be caused by, or otherwise the responsibility of the resident, the resident shall assume responsibility for all costs incurred by SNRHA relative to such property loss and/or restoration, including loss of rent, and any amounts expended on behalf of the resident associated with temporary accommodations.

7.5 ALTERATIONS

The resident shall not repair, remove, or otherwise alter or modify SNRHA premises, or cause such actions to occur, except as specifically addressed herein, without prior written consent of SNRHA (Designated representatives of Management) and shall report any inoperable equipment or damage to SNRHA premises immediately.

The resident shall not puncture, penetrate, or otherwise disturb the surface of any wall or ceiling with the exception that the resident may install fixtures in the walls for the purpose of hanging light weight pictures or similar decorative items, and only those fixtures intended and designed for such purpose shall be used.

The resident shall only use freestanding and unattached items, such as self-contained shelving, lamps, and other items that do not damage walls or other surfaces, within or about SNRHA premises.

7.6 ANTENNAS/SATELLITE RECEIVER

Most developments are equipped with wiring for an antenna or cable television with outlets in each unit. Where such units are so equipped, no satellite receiver or other antenna shall be mounted on or otherwise affixed to SNRHA premises.

In those units where antenna or cable television equipment is not installed, the installation of such equipment may be allowed under the following conditions:

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- SNRHA has determined that no alternative means exist to sufficiently accommodate the resident’s basic interests in this regard.
- The resident must obtain prior written permission of SNRHA to erect such equipment.
- Such equipment shall not be located on the roof of an SNRHA premises.
- All such installation requests must identify the proposed location and type of installation of such equipment and related appurtenances, and the person or company responsible for such installation. Only installations by licensed and professional installers will be approved.
- The resident shall assume full responsibility for any damage to SNRHA premises as a result of any actions related to such installation.
- All such installations shall be in accordance with all applicable SNRHA standards and local building codes, and all costs associated with such installations shall be borne by the resident.
- Before approval of any such installation, the resident shall also submit a deposit in an amount sufficient to cover all costs associated with the removal of such equipment and any restoration of SNRHA premises to its before installation condition.

SNRHA reserves the right to have such equipment that has been installed improperly or without written SNRHA permission, removed and the unit returned to its original condition, at the resident’s expense.

SNRHA is not responsible for antennas or satellite dishes, or any associated components or parts, or any repair, maintenance, or upkeep of such items.

7.7 LOCKS

Residents are not permitted to have their own locks on any doors for the purpose of restricting ingress/egress to any unit or interior or storage room. SNRHA must be able to gain access for routine maintenance and inspections, and in the event of any emergency. SNRHA may allow the installation of certain security equipment under the following conditions.

- Locking/restrictive devices for sliding windows and doors, deadbolts, chains, or other types of security devices for doors, that effectively ensures accessibility when the unit or room is unoccupied.

7.8 DISPOSAL

The proper disposal of all personal trash, debris, and general litter is the responsibility of the resident. The residents are expected to properly dispose of their refuse regularly by depositing such refuse in the trash dumpsters provided by SNRHA within the developments.

Those residents residing in Scattered Site homes must properly contain and deposit such refuse at appointed times and locations on or near the street for pick up by the disposal company.

Residents residing in SNRHA developments shall only dispose of refuse by placing items properly within the trash dumpsters. Such residents are expected to understand that the disposal company will not remove refuse that is not placed into the trash dumpsters. Or that is too large to completely fit within such dumpsters. Those residents who have individual refuse items too large to fit within the trash dumpster should contact SNRHA's Maintenance Call Center at (702) 477-3100 and ask that SNRHA remove such items.

Residents residing in scattered site homes are individually responsible for the proper disposal of such items, regardless of the type or size.

Any unauthorized accumulation of old furniture, appliances, junk, trash, debris, or other refuse in or about a resident's unit must be removed by the resident in a timely manner. If it becomes necessary for SNRHA to remove such items (after giving reasonable notice), SNRHA will charge the resident for the actual cost of removing the items. Residents moving out and leaving old furniture, appliances, junk or trash, are subject to the hauling charge at the time the unit is vacated.

7.9 PAINTING

SNRHA shall paint each unit interior not less than once every seven (7) years. SNRHA will also normally paint each unit interior during any change in occupancy.

Residents may paint the interior walls of their unit, subject to prior approval of SNRHA. If the resident want to refresh the paint using the same color and type as the original, and such paint is at least 5 years old, SNRHA shall provide the paint, rollers, brushes, and pans, necessary to facilitate such project.

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The resident must request and receive prior approval from SNRHA, and sign an agreement accepting full responsibility for such activities. The resident must also ensure that all unpainted surfaces and materials remain unpainted, and subject to subsequent inspection by SNRHA staff, correct any cited deficiencies in a timely manner to the satisfaction of SNRHA.

If a resident undertakes such project without first receiving SNRHA approval, upon SNRHA's awareness of such activity, and formal notification thereof, the resident shall be subject to a deposit in an amount sufficient to facilitate any projected restoration efforts as determined by SNRHA.

7.10 SHELF & WALL COVERINGS & SURFACES

All wall coverings (wallpaper, paneling, contact paper, mirrors, etc.) and shelf liners must be removed, including glue or paste, and the wall returned in good condition, free from holes or other blemishes. (Note: Not allowed in 1st paragraph under alterations).

7.11 CARPETING

Any carpeting installed by the resident, including tack-less strips and staples must be removed.

7.12 LIGHT FIXTURES

The resident must replace all original or equivalent light fixtures, and switch plates.

Maintenance and Repair Charges:

The resident shall pay reasonable charges for maintenance and repair beyond normal wear and tear, and for cleaning and pest control rendered necessary by the acts or failure to act by the Resident, in accordance with the Schedule of charges for Services and Repairs posted in SNRHA's offices and incorporated herein by reference.

Charges billed to the tenant shall specify the items damaged, corrective action taken, and cost thereof.

7.13 GROUNDS

The resident shall, if in a scattered site unit, maintain fully any lawns, sprinkler heads, shrubbery, grounds, porches, and balconies adjacent to tenant's dwelling as set forth below including but not limited to watering

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lawns, trees, shrubbery, and plants, and remove all trash from said area regardless of the source.

Ideally, SNRHA would like to convert all of its properties, including scattered home sites, to desert landscaping (Xeriscape), however, the labor and material requirements associated with such activities makes this goal unrealistic at this time. SNRHA recognizes that such conservation measures are important to our residents, and as such, the resident may have a particular interest, desire, and resources to effect such modifications on their own. Accordingly, SNRHA shall assist the Resident in such activities by providing the materials necessary to facilitate such results, and will arrange for their delivery to the site.

In order to accomplish this, the resident must submit a formal request to the manager, along with a Xeriscape plan in such detail as to effectively assess the full scope of the modifications as well as the expected results, and the projected timeline for completion, for SNRHA approval. It is understood that such plan must include a significant reduction in lawn surface, and include a reasonable number of plantings so as to be consistent with the local desert environment and provide reasonable appeal for the property.

SNRHA's manager and maintenance supervisor will make any changes in the plan and/or timeline as may be required, approve the plan as applicable, and authorize the resident to proceed.

The Manager shall coordinate the delivery of materials to the site with the resident and the applicable representative of the maintenance staff.

The Manager/Maintenance supervisor shall also coordinate such efforts with the applicable water authority in order to take advantage of any applicable allowances. In such cases where any such allowance exceeds SNRHA's delivery and materials costs, such excess shall be fully applied to the resident's next (and subsequent lease payment(s) as applicable).

The resident shall be required to complete the project in the time allocated and in the manner agreed upon, and the resident must notify the manager immediately upon completion of the project. Failure to do so may result in a lease violation.

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7.14 SECURITY/SCREEN DOORS

Security/Screen doors shall be provided to all conventional units as funding becomes available. All locking hardware shall be provided and keyed to the residence door locks.

7.15 SECURITY BARS

The resident shall not install security bars.

7.16 ALARM SYSTEMS

The resident shall not install any alarm systems without the written permissions of the SNRHA management. All reasonable access to the unit must be provided to the agency for repairs, emergency services, routine and special inspections, etc.

7.17 AIR DUCT CLEANING

SNRHA shall provide air duct cleaning in such situations where medical evidence has been provided to the manager by the resident demonstrating risk of eminent health risk. The resident must provide written request for such services prior to any work commencing, and must be deemed reasonable by the authority in accordance with 504 reasonable accommodation requirements.

7.18 STORAGE SHEDS

The resident shall not construct or install storage sheds on any multifamily property. Resident occupying scattered site properties shall provide written request for installing any storage shed structure to the manager. Each request shall be considered on an individual basis. No installation shall commence prior to written approval by the SNRHA representative.

Appendix A

WORK ORDER SYSEM PRIORITY EXAMPLES & DETAILS

EMERGENCY

Such activities include, but are not limited to:

- Fires – The Fire Department at 911 should be called immediately, and the maintenance staff should be notified as soon as possible thereafter.
- Police requested response
- Smoke detectors (missing or inoperative)
- Fire extinguishers (missing, discharged, expired, or inoperative)
- No Air Conditioning (Temperature 90 degrees or above)
- No Heat (Temperatures 55 degrees or below)
- Lockouts (Resident will be required to reimburse the Authority for actual cost of call out. Lockouts are not a PHAS emergency, even though we will respond to a lockout on overtime.) The maintenance staff responding to the lock out will obtain verification of the residents being on the lease prior to unlocking any unit.
- Securing a Unit/Building (Locking an unlocked/open door)
- Major water leaks/usage (Broken water mains, flooding, sprinklers)
- Leaking water heaters
- Inoperative refrigerators
- Electrical (Shorts, sparking, burning odor, missing covers/exposed wires, problems affecting all lighting or all outlets, etc.) Where one or more lighting and/or electrical circuits are functioning, emergency maintenance staff will not respond and repairs will be referred to routine maintenance, except where the electrical circuit causes an odor or is smoldering, or where the affected circuit(s) supply electricity to critical appliances such as the refrigerator, or other life support equipment.
- Gas leaks/Odors
- All/Only toilet(s) stopped/inoperable (When one or more toilets in the unit remain operational, such call shall not be considered an emergency; The resident should close water supply valve to affected toilet immediately and use a plunger to stop overflow.)
- Main sewers backed up/overflowing (Plugged up sinks will not be considered an emergency unless they have sewage backing up in them.)
- Evaporative Coolers blowing hot/inoperative
- Broken windows (glass) (not cracked or if only one pane is broken)
- Health and Safety “UPCS” deficiencies
- Overflowing tubs, toilets, sinks, etc. where such condition is continuous due to defective water supply
- Any door or window that cannot be opened or secure

URGENT

- Mold
- No hot water

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- Cracked windows or windows with one pane broken

VACANCIES

In order to affect the best results, management shall provide prompt and accurate notification of the vacant unit status, and complete unit inspections and personal property inventories in a timely manner.

If such move-out is a result of an eviction or abandonment, the maintenance supervisor shall accompany the manager to determine which property, if any, needs to be stored. An inventory of the personal property left in the unit, and its condition shall be recorded, and a pictorial or video record of the property shall be accomplished. The maintenance staff shall initiate immediate steps to clear the unit of trash and discarded personal effects, and remove, store, and/or dispose of applicable personal property as necessary, and in accordance with established laws and guidelines.

The manager shall make final decision as to what property must be stored; however, the maintenance staff may elect to store all personal property if deemed appropriate.

All arrangements regarding the release and recovery of handling and storage costs related to the residents' personal property, up to and including the date physically reclaimed, shall be coordinated with and approved by the manager, who in turn shall notify the maintenance staff of such arrangements before such property is released to the resident.

The maintenance supervisor will issue copies of the work order, for assignment to applicable staff and shall coordinate work activities among such staff in a manner necessary to affect the greatest degree of efficiency, coordination, and timely results.

The maintenance supervisor shall monitor the progress of the staff and upon completion, shall ensure that all necessary work has been satisfactorily completed and the unit is ready for occupancy. The supervisor shall take appropriate action to correct any outstanding deficiencies, and once completed, shall notify the manager that the unit is ready for occupancy. The maintenance supervisor shall ensure that all applicable work order reports have been completed and that the computer system is promptly update to reflect the new ready status.

The manager shall be informed of the unit's ready status and shall also conduct a pre-move-in inspection to ensure that the unit is ready to show.

To further ensure an acceptable turn-around time consistent with SNRHA goals and standards, maintenance staff shall plan for and schedule vacancy related activities using historic vacancy information, assess projected and current work load demands, estimate resource needs, and schedule reasonably accurate start and completion times.

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PREVENTIVE MAINTENANCE

Such activities include, but are not limited to, cleaning surfaces, replacing filters, servicing boilers, air conditioners, fire extinguishers, sewer lines, alarm system testing, etc.

RECURRING (CYCLICAL)

▪ Pest Control/Extermination

SNRHA will expend reasonable efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment schedule and application for the eradication of those pests.

Resident cooperation with the extermination plan is essential. Apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment.

▪ Landscape and Grounds

Such activities include, but are not limited to:

- Maintain driveways, parking areas, sidewalks, dumpsters and surrounding area in a neat and clean condition
- Maintain health and appearance of lawn areas (mowing, trimming), trees, plants, and shrubs to ensure a high degree of appeal to visitors and resident
- Fertilize lawns, trees, and plants
- Remove and/or replace dead and dying plants
- Maintain, adjust, repair, and/or modify sprinklers to ensure effective and waste-free watering, and minimize erosion and deterioration of adjacent buildings
- Replace filter in each unit in accordance with established preventive maintenance schedule and inspect smoke detectors and replace units/batteries as necessary, and inspect general condition of unit and report deficiencies.
- Routinely inspect condition of concrete and asphalt applicable to walkways, patio areas, driveways, and parking and common areas and report deficiencies
- Routinely inspect condition of properties and facilities and report any conditions in need of repair or other corrective measures
- Maintenance of playgrounds, benches and fences
- Building exteriors, interior common areas, and administrative facilities

The appearance of the outside of SNRHA buildings as well as their interior common areas is important to their marketability. Therefore, SNRHA has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

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- Lobbies
- Hallways
- Public restrooms
- Lighting fixtures
- Appliances
- Common rooms and community spaces
- Exterior porches and railings
- Building floors and walls
- Windows

■ Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, SNRHA will develop a maintenance schedule to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this schedule, painting standards will be developed that include:

- Surface preparation
- Protection of non-painted surfaces
- Color and finish
- Paint quality
- Method of application approved
- Lead paint testing and abatement if required

The schedule will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will include the conditions under which a resident will be allowed to paint his or her own unit.

Appendix B

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WORK ORDER SYSEM DATA

The accurate and timely input and update of information in the Work Order system is critical to SNRHA's operations and reporting perspective, and is crucial to ensuring that the HUD requirements are adhered to and that SNRHA funding is maximized. In order to avoid any potential related problems, and minimize any added time expended relative to audits and subsequent defensive or corrective actions, SNRHA will take all steps necessary to maintain the reliability of our reporting activities, identify and correct any related deficiencies, and minimize recurring deficiencies, including those identified below.

Maintenance staff shall expeditiously update the work order system and management shall post any related resident charges.

As such, the following general guidelines are to be followed when creating or updating a work order in the system:

- Problem description should define the problem, and not the actual or proposed solution.
- Problem descriptions shall accurately reflect the priority assigned.
- Inspection deficiency work orders should specify the actual deficiency or deficiencies in the problem description.
- All comments inserted in the work order system become a matter of public record and are printed on the actual work order, and are also subject to the review of the resident when the work order is acknowledged by the resident as is our policy and procedure. If such comments are deemed necessary, then they shall be adequately and appropriately stated.
- Review work order information on a regular basis to identify/correct errors.

Additional work orders created as a result of service request work orders, which were initially defined and responded to as emergencies, and subsequently determined to be non-emergencies, or abated work orders with modified non-emergency work pending, are acceptable.

Work order activity shall be periodically reviewed to identify and evaluate any number, type and frequency of service requested work orders to determine any patterns which might suggest employee, resident and/or equipment deficiencies or problems.

Work orders shall only be cancelled when such cancellation occurs prior to any employee response. At such time, the priority description should be changed to "cancelled", and the problem description should be amended to reflect the basis for such change, but should retain the original problem. If the work order is being "cancelled" after an employee responds to a service request work order because the problem has since been fixed, abated, or was otherwise erroneously reported, then the work order shall be treated as responded to and effectively completed.

Appendix C

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HUD REAC INSPECTION GUIDELINES

GENERAL INFORMATION

Buildings

Free-standing or Attached Structures: Inspectors must adhere to the following guidance when determining whether and how to inspect freestanding or attached structures:

- a. If storage shed, garage or carport is attached to the exterior of a building and designated for the specific use of a unit, inspect it and record deficiencies in the associated building and unit as applicable.
- b. If storage shed, garage or carport is attached to the exterior of a building and used as common space, record the deficiencies in the associated building and common area as applicable.
- c. If a storage shed or garage is a free standing building and designated for the use of a specific unit, inspect it and record deficiencies in the associated building and unit as applicable.
- d. If storage shed or garage is a freestanding common building, inspect it as an individual common building and record deficiencies as applicable.
- e. If storage shed, garage or carport is a free standing structure that does not meet building definition, regardless of whether it's associated with their unit, do not inspect it.

Group Home: The building type for a group home located in a converted single-family house is Single Family.

Building Type: There are two types of building that are commonly observed during an inspection:

- a. Permanently Off-Line Building: these are buildings that P/O/A has taken off-line permanently and no longer include in the rent roll reporting (e.g. building scheduled for demolition). These buildings are normally boarded up and isolated by fencing. Do not delete and record these buildings as “uninspectable” prior to generating sample.
- b. Temporary Off-Line Building: These are buildings that the P/O/A has taken off-line temporarily for rehab activities. These buildings are typically 100% vacant and may be boarded up for security purposes. Include these buildings in the profile prior to generating the sample. If selected as a sample building, record the building as “uninspectable” after visual verification and select the next alternate building in the listing. If the inspector cannot meet the building sample requirements, the contract inspector should call his/her help desk and service mortgagee inspector should call REAC TAC for guidance.

Cancellation Inspector: If an inspector must cancel an inspection due to an unexpected emergency, sever weather advisory, or sickness, it is the inspector's responsibility to notify Help Desk / POA immediately, and secure a REAC TAC # for the subject cancellation.

POA: If a POA does not show up or cancels a scheduled inspection, the contract inspector should call his/her help desk and service mortgagee inspector should call REAC TAC directly, and secure a REAC TAC # for the subject cancellation.

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Inspectors must reschedule any inspection in which residents have not been notified, unless receiving permission to proceed with the inspection from REAC. The contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC immediately for guidance.

Certificate Boilers: A boiler certificate may be issued by a city or state government agency, insurance company or any other entity, which has jurisdiction and/or authority to issue such a certification.

Lead Based Paint Disclosure Form and Inspection Report: Inspectors are required to request the LBP disclosure form and inspection report from the POA for all properties, regardless of the type of resident population, for buildings constructed prior to 1978. A comment must be provided in the Property Information Comments field regarding resident population for elderly only. For the purpose of determining whether the LBP disclosure form and inspection report is applicable, the inspector must use the building construction year not the date of “gut rehab” or other renovations.

Conducting Inspections

All inspectors are required to conduct a REAC inspection by following the same protocol and guidance, and adhering to the same code of conduct, this includes inspection of all five (5) inspectable areas.

Inspectors are required to complete inspections without the assistance of property personnel. Although no specialized equipment other than a DCD is required to conduct a REAC inspection, inspectors should arrive on site prepared to test all smoke detectors, be able to accurately determine door and hallway widths (FHEO surveys), and inspect all applicable areas, including those in which there may be no lighting.

While conducting an inspection, an inspector should not open closed doors within a unit. The resident, if present, or property personnel, is responsible to provide access.

Property personnel throughout the inspection must accompany an inspector. If a property’s personnel do not show up for the inspection, or does not accompany the inspector throughout the entire inspection, the contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC directly and report the inspection as unsuccessful.

An inspector should inspect no more than the total number of sample units required by the UPCS software. If an inspector cannot meet the sample size after utilizing all sample units and alternates, the contract inspector should immediately contact his/her help desk and service mortgagee inspector must contact REAC TAC for guidance.

Prior to or during the course of the inspection, an inspector must not share sample building or unit numbers with property personnel before the actual inspection of the building or unit. An exception

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to this policy may be made for properties, which are not master keyed. In such cases, property personnel may be provided with a list of sample units for the purposes of pulling keys, only.

To maintain statistical validity, it is important to select the sample units and alternates in the order in which they are displayed in the “sample units” field. The order of selection within UPCS software is critical. Once the units are properly selected, the order of inspection may be any order the inspector chooses to facilitate the inspection.

Inspectors may not carry a firearm onto a property.

Collaborative Quality Assurance (CQA) reviews are used to evaluate an inspector’s proper interpretation and execution of the inspection protocol. If a protocol question arises in which the inspector disagrees with the CQA inspector, or the inspector has other concerns, the contract inspector may contact his/her help desk and service mortgagee inspector may contact REAC TAC at any time throughout the inspection for guidance.

Duplication of Deficiencies: Inspectors should never record a single identified deficiency in multiple locations. For example, if a pothole in a parking lot is recorded in Potholes / Loose Material, the inspector should not also record the deficiency is Settlement / Heaving or in Cracks. Inspectors should determine the most appropriate location to record the deficiency. However, if an inspectable area deficiency also causes an H & S deficiency, both must be recorded.

Fire Extinguisher: The Local Fire Department, Fire Marshall, and any other entity that has received authorization from local fire department to conduct fire extinguisher inspection may inspect fire extinguishers annually. If the POA cannot provide evidence of the authorization for self-inspection, record as deficiency.

Observed Deficiencies: Inspectors are required to call out all observed deficiencies and their level of severity to property personnel during the inspection. If property personnel become argumentative regarding deficiencies during the course of the inspection, an inspector may complete the inspection without calling out the remainder of the deficiencies.

Occupancy Percentage

The occupancy percentage must be recorded by all inspectors of Multifamily Housing properties. Occupancy percentages may be calculated by dividing the total number of occupied units by the total number of all units, then multiplying the result by 100>

Enter this information in the Comments field of the Property Information Tab as an integer with the % sign and with no spaces between them (e.g., 87%). Any multifamily Housing property inspection that is uploaded without the occupancy percentage will be rejected.

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Office Equipment: Inspectors may not utilize HUD field office or POA office telephone or fax equipment for downloading, uploading, calling or faxing documents.

Property Profile Verification: The inspection protocol requires an inspector to visually verify building count and type, and to confirm participant, certificate, area measures and other building/unit information with the POA, prior to generating the inspection sample. Adding and editing of the information, if necessary, is done at that time. However, inspection data discovered to be in error during the course of the inspection may be edited as necessary with the exception of the building and/or unit count. The contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC and secure a REAC TAC #, before making any changes to the building and/or unit count after sample generation with the exception of the addition of a common building found on a “Single Family Scattered Site”.

Participants

Participants are property contact and must be identified by name, role, organization (where applicable), street and e-mail address, and phone and fax number. At least three participants must be provided. For PIH properties, one of the participants must be “Owner/PHA”. For Multifamily properties, two of the participants must be “Owner” and “Management Agent”.

Scheduling Contractors: Inspections are to be performed during normal business hours, which vary from agency to agency. Inspections may begin at any time the POA and inspector agree upon, the morning inspections usually begin no later than 9am and an afternoon inspection may begin as late as 3pm for a small property, but usually begins by 1pm. The contract inspector must notify his/her help desk and service mortgagee inspector must notify REAC TAC, and secure a REAC TAC #, of any inspection start time that differs from the start time specified in Scheduler prior to the day of the inspection. If an inspector has scheduled two inspections for one day and finishes the morning inspection early, the inspector must not start the second inspection before the start time specified in Scheduler.

If an inspection cannot be complete in one day, it must be completed during the next business day before inspector can start a second inspection.

If the inspection cannot be completed on contiguous business days, the contract inspector must call their help desk who will request a new inspection number from REAC. The service mortgagee inspector must contact REAC TAC directly and request for a new inspection number. The inspector will have to reschedule the new inspection to a later date.

If an inspection is going to be continued for more than one day, the EH&S form shall be completed and provided to the POA at the end of the first day and at the end of each successive day until the inspection is completed.

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Sever Weather Policy: Inspectors should not inspect a property if a “severe weather advisory” is in effect. A severe weather advisory included, but is not limited to, hurricanes, tornadoes, thunderstorms, hail or any other adverse weather condition that would likely endanger the safety of the participants. This also includes a snowstorm in which a severe weather advisory has been issued.

Units

Non-Revenue Units (also known a site manager or staff units): These are units that typically do not produce revenue for the property and are usually occupied by property staff. They may not be shown on the rent roll by the POA but must be included in the building’s unit count and on the all-inclusive list prior to generating the sample. If selected as a sample unit, they must be inspected as per the protocol.

Section 8 Units: Some Multifamily Housing properties do not have a HUD insured mortgage but continue to have HUD assisted Section 8 units (project-based). The POA will typically provide the inspector with this information. Only the Section 8 unit for each building will be counted when establishing the building/unit profile and for sample selection. However, all other inspectable areas of the property must be inspected as per protocol.

Unit Types: There are three types of units that are commonly observed within a building;

- **Occupied Units:** Units presently occupied that must be included in buildings unit count.
- **Vacant Units:** Also known as temporary off-line units. Units currently vacant that are or will be available for rent. They may include fire damaged units and units undergoing rehabilitation and must be included in the building’s unit count.
- **Altered Units:** Also known as permanently off-line units. Units that have been converted from a dwelling unit use to a non-dwelling unit use (e.g. office, community space, police service spaces, etc.). These units should be removed from the building’s unit count, prior to generating sample, and the altered spaces should be considered as building “common space”. If a building contains an altered unit (s) converted to common space and the building has been selected in the sample, the space must be inspected as common space. If this building is not selected as a sample building, the space does not have to be inspected. Inspector is required to confirm with the POA, the existence of any altered units prior to generating sample. If error was made, inspector should record “uninspectable” for this unit, the contract inspector must contact his/her help desk and service mortgagee inspector contact REAC TAC for guidance before proceeding with the inspection.

UPCS Software: As a result of a software update on 9/21/01, sample buildings may now be generated which, contain no sample units. For these sample buildings, only Building exterior, common areas, and building systems will be inspected.

Uploading Inspection Data

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Inspectors must upload inspection data to REAC within 24 hours from the time of inspection completion. If the inspection cannot be uploaded for technical reasons, the contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC, and secure a TAC# from REAC.

Successfully uploaded inspection may be deleted from the DCD one week after the inspection and after they have been accepted by REAC. It is recommended that inspector save the file in their computer desktop.

Vacant Unit Policy

Multifamily Housing: For all Multifamily Housing properties, vacant units that are included in the random sample will be inspected only at properties with 15% or more vacancy rate.

PIH Housing: Do not inspect vacant units at public housing properties. However, vacant sample units must be visually verified.

If no sample units are available in the sample building, inspector should select an alternate unit of a similar building type. If there are no alternate units available for the similar building type, then select an alternate unit from the next building type group. If there are no alternate units available for selection, the contract inspector must call his/her help desk and service mortgagee inspector must call REAC TAC, and secure a REAC TAC # before proceeding.

Visual Verification

The protocol requires the inspector to walk or drive around the property site to visually verify the existence of all buildings with property personnel, prior to sample generation.

In the case of a “single family scattered sites” visual verification with property personnel is not required prior to sample generation. For these properties, the inspector may establish the building/unit profile utilizing data provided by the POA, generate the sample, and start the inspection. Building/unit profile information must be visually verified as the inspection progresses. The inspector is still responsible for visiting all sites to verify all buildings and units, including those not in the sample. If a common building (no units) is discovered that was not included in the building/unit profile: add the building; change the Reason from Uninspectable field to “Non Entered”; provide an explanation in the building Comments field; and inspect. If an occupied building is discovered that was not included in the building/unit profile, the contract inspector must notify his/her help desk and service mortgagee inspector must notify REAC TAC.

Only properties that are to be inspected on the same day, by the same inspector, may be visually verified at the same time.

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Work In Progress: If buildings or units are vacant due to rehab work in progress, they must remain in the building/unit count. If a vacant building is selected as a sample building, visually verify that it is vacant and select an alternate. If a vacant unit is selected as a sample unit, visually verify that it is vacant and select an alternate unit.

If buildings or units are occupied but rehab work is in progress, the inspector must inspect the buildings or units, recording any deficiency as per the UPCS software.

PROPERTY INSPECTABLE AREAS

SITE

Site General Information: Inspectable items such as grounds, Market Appel, and Walkways/Steps recorded as NA without justifiable comment in the Property Comments field will be challenged by PI-Ops after an inspection is uploaded, even when no land owned by the property exists around a building (inner-city property).

The inspector is required to input in the UPCS software the total square footage for parking lots/driveways/roads and walkways/steps. For PIH properties, the inspector should request the square footage information from the POA. For the Multifamily Housing properties, the inspector may request the square footage information from the POA.

For scattered site properties, all individual sites must be inspected whether or not a building on the individual site is in the sample. To determine a deficiency for inspectable items, which use proportionality, evaluate the defect area as a percentage of the total applicable area of all individual sites. All other deficiencies found on any site must be recorded in Site as per protocol.

All roadways and walkways within a property site's perimeter must be inspected. Deficiencies observe must be recorded as applicable regardless of evidence offered by the POA of public authority (city, county, state, etc.) ownership.

All roadways and walkways abutting a property site's perimeter that the POA represents as owned and maintained by a public authority need not be inspected.

Proportionality deficiencies must continue to be recorded in the pop-up "defective area" screen after the 5% threshold is reached.

Fencing and Gated: Exterior fences, also known as perimeter fences, are generally found along the perimeter of the property. Interior fences are found within the property's perimeter. A security fence could be either an exterior or interior fence but its intended purpose is to provide safety and security for the property residents.

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If a property utilizes fencing along its perimeter as an exterior security fence whether owned by the property or not, the fencing must be evaluated for deficiencies.

Privacy fence that is used for privacy of an individual nit should be considered as an interior fence.

GROUNDS

The Deficiency: Overgrown/Penetrating vegetation is intended to address conditions that have an adverse effect on the physical condition of the property or negatively impact the use of the property by residents. Do not record a deficiency for vegetation intentionally from on walls or fences that is maintained and not adversely affecting the structure or its intended use. Adverse effect can be considered either as visible damage or no visible damage.

Play Areas and Equipment: Inspectors should inspect park benches located within a play areas and record deficiencies as Damaged/Broken equipment as applicable. Benches not located within a play area are not inspected.

Walkway/Steps: An inspector should record damage to a concrete slab porch or entry stoop in Walkways/Steps as applicable.

BUILDING EXTERIOR

Doors: as a result of a software update on 9/21/01, sample building may now be generated which contain no sample units. Therefore, door deficiencies may have to be recorded in different inspectable areas depending on whether or not the sample building has sample units to be inspected. Record as follows:

- If a sample building has sample units, record any deficiencies observed on the unit entry doors within the associated units. Do not record deficiencies for unit entry doors on units not in the sample.
- If a sample building has no sample units to inspect, record any deficiencies observed on any unit entry doors on the building exterior in Building Exterior, Doors and any deficiencies observed on any unit entry doors in common area hall or corridor in Common Areas, Halls/Corridors/Stairs, Doors. Disregard the Note in the Building Exterior, Doors deficiency that says, “This does not include unit doors”.

There are two types of entry doors: (1) A building entry door is a door that leads from the exterior of a building into the interior. (2) A unit entry door is a door that leads from the exterior of a building or from a building common area into a unit. The entry door for a single-family home is considered a unit entry door. Record building exterior entry door as N/A. Interior doors within a building that lead from one common area into another are not considered entry doors.

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The Deficiency: Deteriorated/Missing Caulking Seals applies only to entry doors. Entry doors not originally designed with seals are not required by UPCS software to have seals. Inspectors must use their own professional experience and observation to determine whether or not a factory applied seal is or was present. Inspectors should not record a deficiency for missing or deteriorated after-market seals whether applied by property staff or residents.

When the inspector observes light around a closed entry door with a seal that exhibits no evidence of seal damage, record the deficiency as door hardware or door damage for observed light around the door.

FHEO 32” Wide Main Entrance: This inspectable item applies to all occupied building types.

FHEO Obstructed or Missing Accessibility Route to Main Floor entrance: This inspectable item applies to all occupied building types. Each main floor entrance, as defined in FHEO 32” Wide Main entrance above, must have an accessible route to and from it. Accessible routes include a level surface to the door, ramps where necessary and sufficient (36”0 width).

Fire Escapes: All buildings must have acceptable fire exits. Therefore, inspectors must never record fire escapes as N/A.

Foundations: The deficiency Cracks/Gaps are applicable to both foundation walls and floors (structure slabs).

Lighting: An inspector must inspect all broken lighting fixtures or bulbs on the building’s exterior and record deficiencies in Broken Fixtures/Bulbs as applicable. Site lighting not attached to a building must be assigned to nearest building and evaluated as a part of that building’s exterior lighting. An exception to this rule is a deficiency for exterior lighting that is controlled (switched) from within individual units. These deficiencies must be recorded in Unit/Lighting of the associated unit.

Roofs: All roofs that have a permanent means of access must be inspected. A stairway leading to a roof, a ladder permanently affixed to a wall, or any other apparatus that does not require the use of a portable ladder is considered a permanent means of access. An inspector is not required to access the roof when a permanent means of access is not available.

The levels of deficiency, Missing/Damaged Shingles, apply to both missing and damaged shingles.

Storage: Not all structures have basements, but may have storage areas, as designated by POA.

Inspectors are required to inspect all areas accordingly.

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Walls holes in a building wall that serve an intended use should not be recorded as a deficiency, however, holes that have been abandoned or are no longer serving their intended use must be recorded as a deficiency in Missing Pieces/Holes/Spalling as applicable.

Windows: As a result of a software update on 9/21/01, sample buildings may now be generate which contain no sample units. Therefore, the deficiencies, Broken/Missing/Cracked Panes, Missing/Deteriorated Caulking/Glazing Compound, and Security Bars Prevent Egress may have to be recorded in different inspectable areas depending on whether or not the sample building has sample units to be inspected. Record as follows:

- Is a sample building has sample units and common areas, record any sample unit deficiencies observed in the window inspectable defects above within their associated units and common areas deficiencies observed in the common areas inspectable defects within their common area location with one exception; Window screen-related deficiencies observed in sample units and common areas should be recorded in Building Exterior, presently there is no place in unit or common areas window to record window screen-related deficiencies.
- If a sample building has no sample units to inspect, record all window deficiencies observed whether in common areas or any unit in Building Exterior, Windows.

Insulated glass units (thermopane) that show evidence of seal leakage such as condensation or discoloration between the glass panes must be recorded as a Missing/Deteriorated Caulking/Glazing Compound, Level 3 deficiency.

When fixed security bars are present that cover a window that is the only second means of emergency egress from a floor area (room, unit, building) on the third or lower floor, the deficiency Security Bars Prevent Egress must be recorded. However, a deficiency must not be recorded for windows that are not large enough or not otherwise designed for egress.

A hasp attached to moveable security bars is not a deficiency provided that the inspector can test the bars to evaluate proper operation. However, a lock on moveable security bars, requiring a key (special tool) to open, whether locked or unlocked at the time of inspection, must be recorded as a Security Bars Prevent Egress deficiency, when the window is the only second means of emergency egress from a floor area on the third or lower floor.

Child Safety window guards should not be considered as “Blocked Egress”.

BUILDING SYSTEMS

Building Systems General Information: As a result of a software update on 9/21/01, sample buildings may now be generated which contain no sample units. In the case where a building system inspectable item (HVAC, Fire Protection, etc.) is located inside a unit and is not visible to the inspector, the protocol requires the inspector to record NOD for the item and make a

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comment in the Building Comments field identifying which item could not be inspected because it was located in a unit that was not is the sample.

Domestic Water: The extension or drip leg on a pressure relief valve located on a hot water heating system must be no more than 18” from the floor.

Electrical System: The inspector should record electrical deficiencies for electrical equipment that services more than one specific area of the building (main electrical panel) within Building Systems. Electrical deficiencies for electrical equipment that services a specific area of the building (community room, hallway, etc.) should be recorded in their respective locations.

All exterior electrical boxes (see below exception regarding timer and disconnect) below the meter base belong to the property. Exterior Panel boxes contain electrical devices such as fuses or circuit breakers and must be inspected for electrical deficiencies (missing cover, missing breaker, evidence of corrosion, etc.). If the exterior panel box was designed with an internal cover and it is missing, record the deficiency as Missing Cover. If it was not designed to have an internal cover, do not record a deficiency. However, inspector must record any H&S issue such as exposed wires observed on any electrical box that is not locked. Locked exterior panel boxes are not a deficiency if property personnel can quickly provide access. Otherwise, these should be recorded as Blocked.

Access to electrical Panel: If the first exterior panel box inspected showed no internal cover in the original design, inspector can avoid opening the remaining secure panel boxes that are of the same design.

All other electrical boxes (interior and exterior) such as timers and disconnects must be inspected provided that doing so will not interrupt electrical service or require the use of tools such as keys for locks, screwdrivers, cutters, etc. For the purpose of clarification, plastic ties are not considered secure locked.

All interior panel boxes must be inspected. Locked interior panel boxes are not a deficiency, if property personnel can quickly provide access. Otherwise, these should be recorded as Blocked Access to Electrical Panel.

A missing elevator motor room control panel cover must be recorded as a Missing Cover deficiency if the control panel was designed to have a cover. If a cover was not part of the design, do not record a deficiency.

Inoperable GFI outlets located on the building exterior are not a deficiency in the UPCS software but may be recorded as a Building Exterior/H&S/Hazards/Other when observed.

Do not inspect Non-POA owned utility boxes. Non-POA utility boxes are any ahead of the meter base.

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Emergency Power: The inspectable defect Run-Up Records/Documentation Not Available is applicable to emergency generators only.

Fire Protection: Buildings must meet the requirements of local and state fire safety codes. As a result, some buildings have fire extinguishers, while others do not. If fire extinguishers are not present and there is no evidence that they are supposed to be present (mounting brackets, fire cabinets, etc.), it is not a deficiency.

All fire extinguishers observed must be inspected, resident owned and property owned.

Applicability of the definition for Missing/Damaged/Expired Extinguishers:

- Level 1: Applies to an individual building with only fire extinguishers and no other fire control system. Record a deficiency if 5% or less of the extinguishers is missing, damaged, or expired.
- Level 2: Applies to an individual building regardless of the number of fire control systems. Record a deficiency if more than 5% but no more than 10% of the extinguishers are missing, damaged, or expired.
- Level 3: Applies to an individual building regardless of the number of fire control systems. Record a deficiency if more than 10% of the extinguishers are missing, damaged, or expired.

OR

- Level 3: Applies to an individual building regardless of the number of fire control systems where extinguishers are installed in common areas on each floor, typically low rise/garden apartments and mid/high rise apartment buildings. Record a deficiency if there is not an operable/non-expired fire extinguisher on each floor. For clarification purposes, the statement applies only if there is evidence that the floor used to have one.

A missing/damaged/expired fire extinguisher in a sample unit should be recorded as a deficiency based on the sample unit's proportional representation of the total number of sample units inspected within an individual building. For example, in a row/townhouse building with 3 sample units, if 2 of the sample units have expired extinguishers, 66% of the extinguishers are deficient, a Level 3 deficiency.

Inspector should track the number of Fire Extinguishers located in each building to determine the level of deficiency. The total number of fire extinguishers for a building shall include, but is not limited to sample unit fire extinguishers and common area fire extinguishers.

When inspecting for hoses, use the inspectable defect, Missing/Damaged Expired Extinguishers to record deficiencies by substituting fire hoses for fire extinguishers within the levels of the deficiency. The UPCS software does not require fire hoses to have inspection tags. Do not record a deficiency for fire hoses with expired or missing tags.

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HVAC: HVAC in Building Systems is only N/A when all HVAC systems within a building are located only within the units and are not being used to service common areas.

COMMON AREAS

Common Areas General Information: Medical equipment found in nursing and group homes is not included in the UPCS software and must not be inspected.

It is not a UPCS requirement for POA to provide smoke detectors in common areas. However, if it is there, it must function.

Basement/Garage/Carport: Record common area garage and carport deficiencies in this inspectable item only when these are attached to or within the confines of the building. For freestanding garages, see General Information, Buildings.

FHEO 36" Wide Interior Hallways: This inspectable item only applies to an occupied multi-story building with an elevator. All interior hallways to units and building common areas must be at least 36" wide. For buildings with no elevator, record as N/A.

FHEO Accessible Outside Common Areas: This inspectable item applies to all occupied buildings, regardless of building type, that have areas outside of the building that are commonly used by all residents. Outside common areas include parking lots, freestanding or attached common buildings (laundry building, etc.), patios, and play areas, etc.

Lighting in common areas where light bulbs are inoperable, light bulbs are not to be considered in the cumulative percentage if the fixture is proven operable. The deficiency deals with whether the fixture is broken. Bulbs are not addressed in the definition.

Pools and Related Structures: Swimming pools must be operational during the summer season. During the remainder of the year, do not record a deficiency for a pool that is not operational, record as NOD.

Trash collection Areas: Inspectors must record any trash collection system component (chute, chute door, lock, counterweight, compactor, etc.) that has failed as a Chute Damaged/Missing Component, Level 3 Deficiency.

Windows: All window deficiencies observed in common areas must be recorded in their common area respective locations. See Building Exterior, Windows, for additional guidance.

Insulated glass units (thermopane) that show evidence of seal leakage such as condensation or discoloration between the glass panes must be recorded as Missing/Deteriorated Caulking/Glazing Compound, Level 3.

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Child Safety window guards should not be considered as “Blocked Egress”.

UNIT

Unit General Information: Refrigerators, stoves, and window air conditioners owned by the resident must be inspected and deficiencies recorded as if the appliances were owned by the property.

The POA must provide access to all building common space and sample units within each building. In addition, within each sample unit, all rooms and closets must be accessible or the inspector must select an alternate unit. Inspectors are not required to move furniture to gain access to an inspectable area. If property personnel or the resident will not move the furniture or open a closed door to provide access, the inspector must select an alternate unit.

For client rooms, record a kitchen or bathroom in a sample unit when it may be accessed only through the unit. If a kitchen or bathroom is accessed through a common area, deficiencies must be recorded appropriately in Common Area. If no kitchen or bathroom may be accessed through the unit, record N/A for kitchen and/or bathroom as applicable.

If a utility has been disconnected in a sample unit, record the unit as uninspectable, reason “Other Hazard”, and select an alternate unit. In the unit Comments field indicate which utility was disconnected. For Multifamily Housing properties, inspector will need to inspect units with disconnected utility if vacancy rate percentage exceeds 15% for the property.

Bathroom: All showers and tubs must be inspected by operating the hot and cold water faucets or controls.

Do not record a Ventilation/Exhaust System Inoperable deficiency for bathrooms constructed without either an exhaust fan or window.

If a roof exhaust fan, which vents bathrooms in a high rise, has failed, record a Systems, Exhaust System, Roof Exhaust fan Inoperable, Level 3 deficiency for the roof exhaust fan but do not record a deficiency for each unit bathroom that the roof exhaust fan serves.

Call-For-Aid: If a call-for-aid system is designed to have a pull string from the call switch, the string must be present and fully extended or an Inoperable, Level 3 deficiency must be recorded.

Ceiling Hole, paint, and water stains/water damage/mold/mildew defects are cumulative when they appear on any one ceiling surface (per room).

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Smoke, grease, dirt on ceiling surfaces that can be washed off is not considered “deteriorated” paint.

The levels of the deficiency: Ceiling – Holes/Missing Tiles/Panels/Cracks, apply to both missing and damaged ceiling tiles and panels.

Doors: If a majority of doors within a unit are painted or varnished, than any unpainted or unvarnished door must be recorded as a Damaged Surface – Holes/Paint/Rusting/Glass, Level 3 deficiency. If a majority is unpainted or unvarnished, do not record a deficiency.

Do not record unit entrance door deficiency for units that are not in sample.

Locks are not required on doors, but if a lock was installed, it must be inspected to ensure that it functions as designed, with three exceptions:

- Common area interior doors (not unit entry) may have missing locks.
- 504 units may have missing locks.
- Public Housing bedroom doors may have missing or damaged locks.

Inspectors must distinguish between locks, which are intended to prevent other from entering a room, and hardware that allows a door to latch (knob set or passageway set). Door hardware that is designed to latch and hold the door in place is not a lock and must function as designed.

Double sided keyed knob locks and deadbolts, whether locked or unlocked, when observed on doors that serve as one of the two required means of egress from a floor area, are an H&S, Emergency/Fire Exits, Blocked/Unusable deficiency. This applies only to the doors on the third or lower floors.

A stick is an acceptable lock only for a sliding glass door. If the stick is not installed it must be in the vicinity of the door and must be installed by the inspector to ensure that the door can be secured. Holes left in doors from the removal of hardware must be evaluated as door surface damage.

Significant peeling/cracking/no paint, rust which affects the integrity of the door surface, or broken/missing glass are applicable only to level 3 of the Damaged Surface deficiency. Holes ranging in size from ¼” to 1” on other than a bathroom or entry door are the only Level 2 deficiencies.

Screen, storm and security doors are defined as follows:

- A screen door has a screen with or without a locking device.
- A storm door may have a glass panel but is designed to provide protection to the entry door.
- A security door is designed to provide added security through strength and has additional locks and/or other locking mechanisms.

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The deficiency Damaged/Missing Screen/Storm/Security Door, Level 1 applies to missing as well as damaged screen and storm doors.

A door missing from its jamb or frame is recorded as a Missing Door regardless of whether or not it is in the immediate area.

Double doors that serve one door entrance are considered to be one door; Record as one missing door if one or both is missing.

Doors removed by property personnel in units, other than elderly or handicapped units, must have all evidence of their previous existence removed. The holes where the hinges were located as well as the mortised area of the hinges and the strike must be filled, sanded, and painted; otherwise record as a Missing Door deficiency.

While conducting an inspection, an inspector should not open closed doors within a unit without the permission of the resident, if present, or property personnel.

Group Homes are special use facilities (not unlike nursing homes); the rule applicable to 504 units should be applied. If management chooses not to allow the clients to have locks on said doors then we do not require them. Inspectors should exercise “professional common sense”.

Electrical System GFI-Inoperable is an automatic non-life threatening health and safety deficiency when recorded.

GFI circuit breakers in electrical panel boxes must be tested by pushing the test button to trip the breaker and resetting.

Floors: Stains on floor covering are only applicable to Level 1 of the Floor Covering Damage deficiency, not Levels 2 or 3.

When determining floor damage severity, the total percentage is based on total area similar materials floor covering.

Water Heater: The extension or drip leg on a pressure relief valve located on a water heating system must be no more than 18” from the floor.

A water heater is never recorded as NA whether or not the tank is actually located within the unit. Record deficiencies for the hot water system in either Unit/Water heater or System/Domestic Water whichever is most appropriate.

HVAC system: When a cover is missing on a convection or radiant heat system, a Convection/Radiant Heat System Covers Missing/Damaged, Level 3 deficiency must be

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recorded. In addition, if sharp edges and/or a burn hazard are present, the inspector must record those hazards manually in H&S, Hazards, Sharp Edges and/or Other *(for burn hazard) as applicable.

Kitchen Cabinet deficiencies are based on defects observed on individual components as a percentage of the same components' total for the entire cabinet system. For example, if 2 drawers and 2 doors (4 components) are damaged in a cabinet system comprised of 8 drawers and 20 doors (28 components), 14% of the cabinets have damage, a Level 2 deficiency.

Delaminating should be recorded as cabinet damage when applicable but surface chipping or finish deterioration is not a recordable defect.

Damage to laminate countertops is only recordable as a deficiency when it occurs below the laminate and 20% or more of the countertop is affected.

An exhaust fan in a kitchen that has been intentionally blocked is a Range Hood/Exhaust Fans-Excessive Grease/Inoperable, Level 3 deficiency unless there is an operable window in the kitchen.

On a gas stove, if a burner(s) is not functioning, the property personnel must be given an opportunity to check the pilot light(s) and re-light it if it is out. If all burners are operable after re-lighting the pilot, record a Range/Stove-Missing/Damaged/Inoperable, Level 1 deficiency. If a burner(s) still does not function, record a Level 2 or Level 3 deficiency as applicable. If the POA does not wish to check or light the pilot, record a Level 2 or Level 3 deficiency as applicable.

Laundry Area: Leaking faucets on laundry tubs are not a recordable defect in the UPCS software.

If a dryer vent filter box is properly attached to an electrical dryer, do not record a deficiency. These devices are not intended for use on gas dryers.

Lighting: All rooms must be inspected for a switch light source. This may be a wall or ceiling fixture or a lamp. A wall switch or electrical outlet is not a switched light source. The inspector must switch on the fixture or lamp. If it does not operate, property personnel may replace the bulb. If it still does not function, the inspector must record as a Missing/Inoperable Fixture as applicable.

Fixture or lamp globes or bowls are not considered part of the lighting system. Do not record them as a deficiency as long as the light functions without them.

Outlets/Switches: The deficiency Missing (Outlets/Switches) pertain to both missing and damaged outlets and switches.

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Patio/Porch/Balcony: Damage to a concrete slab porch or entry stoop must be recorded in Site, Walkways/Steps as applicable.

Record damage to balusters and side rails in Patio/Porch/Balcony. All other deficiencies observed on unit patios, porches and balconies must be recorded in the associated unit.

Smoke Detector: Smoke detectors within a unit must be operable and located on each living level. Living level is defined as areas where residents spend the majority of their time.

Walls: An inspector must evaluate Damaged/Deteriorated Trim on any one wall as a percentage of the total trim on that one wall surface. Missing trim, previously applied, must also be included.

Smoke, grease or dirt on wall surfaces that can be washed off is not considered “deteriorated” paint.

Windows: All window deficiencies observed in sample units must be recorded in their respective units. Do not inspect windows in units not in the sample; see also Building Exterior, Windows, for additional guidance.

All windows in sample units must be inspected (tested).

Window screen-related deficiencies observed in sample units should be recorded in “Building Exterior”.

A stick is an acceptable lock for a window if it is observed in place or in the vicinity of the window. The inspector must test the window with the stick installed to ensure that the window can be secured.

Applicability of the deficiency inoperable/Not Lockable: For ease of comprehension, the deficiency is broken into two parts: Inoperable addresses the operation of a window (i.e. cannot be opened to closed due to damage to frame, faulty hardware, etc.); and Not Lockable addresses only the lock.

- Inoperable: All windows must operate as designed. Record an Inoperable/Not Lockable, Level 1 deficiency for all windows which do not operate as designed. Except for the following two situations. (1) Windows which are damaged and cannot be opened that provide the only second means of egress from a floor area (room, unit, or building) on the third floor or below must be recorded as an Inoperable/Not Lockable, Level 3 deficiency with an H&S, emergency/Fire Exits, Blocked/Unusable deficiency: (2) Windows which are damaged and cannot be opened on the fourth floor and above, where there are no other operable windows in the same floor area, must be recorded as an Inoperable. Not Lockable, Level 3 deficiency.

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- Not Lockable: All windows which are accessible from outside (ground level or by means of an exterior stairway) must be lockable. Record an Inoperable/Not Lockable, Level 3 deficiency if they cannot be locked. In addition, all other windows, which are designed to lock, must lock or an Inoperable/Not Lockable, Level 3 deficiency must be recorded. Windows, except those accessible from the outside, that are not designed to lock are not a deficiency.

Insulated Glass units (thermopane) that show evidence of seal leakage such as condensation or discoloration between the glass panes must be recorded as Missing/Deteriorated Caulking/Glazing Compound, Level 3.

When fixed security bars are present, that cover a window that is the only second means of emergency egress from a floor area (room, unit, or building) on the third or lower floor, the deficiency Security Bars Prevent Egress must be recorded. However, a deficiency must not be recorded for windows that are not large enough or not otherwise designed for egress.

A hasp attached to moveable security bars is not a deficiency provided that the inspector can test the bars to evaluate proper operation. However, a lock on moveable security bars, requiring a key (special tool) to open, whether locked or unlocked at the time of inspection, must be recorded as a Security Bars Prevent Egress deficiency, when the window is the only second means of emergency egress from a floor area on the third or lower floor.

Child-Safety window guards should not be considered as “Blocked Egress”.

HEALTH AND SAFETY

When noting the location of a Health and Safety defect, inspector should take caution not to record in the wrong location for that defect.

Emergency/Fire Exits: The Blocked/Unusable (Emergency/fire Exits) deficiency is only applicable to blocked or unusable emergency/fire exits on the third or lower floors. All floor areas (room, unit or building) on these floors must have a minimum of two independent unobstructed exits. The deficiency applies as follows:

If the only window in a floor area (room, unit, or building) is blocked by a window air conditioner, furniture, or any other obstruction, including an inoperable window sash and the area has only one exit door, the inspector must record a Blocked/Unusable deficiency.

There are four (4) areas to record Blocked/Unusable (Emergency/fire Exits); (1) H&S – Building Exterior; (2) H&S – Systems; (3) H&S – Common Areas; and (4) H&S – Units. Record where observed.

All Blockages which limit a person’s ability to exit a room in case of emergency is considered a deficiency. Professional common sense and inspector knowledge are to be applied.

Southern Nevada Regional Housing Authority – Maintenance Plan

In the comment field for the deficiency, the inspector should explicitly state why the obstruction prevents egress. If a resident could easily climb over or otherwise traverse the furniture or obstruction, there is no deficiency. Keep in mind the property's resident population (family, elderly, handicapped, etc.), when making a determination of this defect.

Flammable Materials Lubricating oil stored in an elevator motor room is an Improperly Stored deficiency.

Gasoline fueled power equipment with gasoline in the tank stored in a building's basement is an Improperly Stored deficiency.

Lawnmower/gasoline that is properly stored in garage should not be recorded as a health and safety deficiency.

Appendix D

Southern Nevada Regional Housing Authority – Maintenance Plan

AVERAGE LAS VEGAS TEMPERATURES

The following chart shows the average temperatures for the Las Vegas area for the period of 1971 through 2000.

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MIN	36.8	41.4	47.0	53.9	62.9	72.3	78.2	76.7	68.8	56.5	44.0	36.6
AVG	47.0	52.2	58.3	66.0	75.5	85.6	91.2	89.3	81.3	68.7	55.0	47.0
MAX	57.1	63.0	69.5	78.1	87.8	98.9	104.1	101.8	93.8	80.8	66.0	57.3



MAINTENANCE SERVICE POLICY

The telephone number for maintenance work order requests, including emergency, routine, after hours, weekends, and holidays is:

(702) 477-3100

Requests for routine maintenance work will be taken between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). The following is the priority of response for maintenance repairs:

EMERGENCY REPAIRS ARE TO BE COMPLETED OR A TEMPORARY REPAIR MADE TO ABATE THE PROBLEM AND MAKE SAFE WITHIN 24 HOURS. AN EMERGENCY IS WHEN THERE IS IMMINENT DANGER TO PERSONAL SAFETY OR THE SECURITY OF THE PROPERTY.

- Gas Odor or Gas Leaks
- Fire – must leave apartment and call 911 FIRST
- Uncontrolled plumbing leaks or plumbing breaks/flood
- Total loss of water
- Inability to flush toilet – due to blockage
- Total loss of gas or electrical supply (not caused by unpaid utility bill)
- Total loss of heating anytime the temperature is below 55 degrees
- Total loss of cooling anytime the temperature is above 90 degrees
- Fire alarm / Smoke detector faults
- Broken windows (glass) or any door or window that cannot be opened or secured
- Inoperative or stuck elevator
- Inoperative refrigerator if not cooling or if leaking
- Major roof leaks
- Health and Safety UPCS deficiencies
- Natural disasters

URGENT REPAIRS ARE TO BE COMPLETED OR A TEMPORARY REPAIR MADE TO ABATE THE PROBLEM AND MAKE SAFE WITHIN THREE WORKING DAYS. AN URGENT REPAIR IS WHEN THERE IS A POTENTIAL DANGER TO PERSONAL SAFETY OR THE SECURITY OF THE PROPERTY IF IGNORED.

- Partial loss of electrical power
- Partial loss of water supply
- Blocked sink, shower, or bath
- Minor roof leaks
- Faulty refrigerators

ROUTINE REPAIRS ARE TO BE RESPONDED TO WITHIN TEN (10) WORKING DAYS. A ROUTINE REPAIR IS WHEN THERE IS NO DANGER TO PERSONAL SAFETY OR THE SECURITY OF THE PROPERTY IN THE NEAR FUTURE.

Lock-outs and lock changes will not be considered an emergency at any time; however will be responded to upon request.

All immediate lock changes will be subject to a \$25.00 service charge. A picture ID will be required and these requests are taken through the Management Office during normal business hours. Requests after 5:00 pm, weekends, and holidays will be taken through the Work Order Number above.

If maintenance responds to an “emergency” and it is found not to be an “emergency” as defined in this notice, a charge of \$25.00 will be applied to the account of the resident for time used by maintenance.

PREVENTIVE MAINTENANCE ANNUAL INSPECTIONS (UPCS) ARE TO BE COMPLETED WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INSPECTION.

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
SCHEDULE OF CHARGES**

SECTION 1 – ESTABLISHED CHARGES FOR SERVICES AND REPAIRS

For any repairs or replacements charges not included in this list the actual cost of materials and hour labor rate will be charged as indicated.

Item #	Description of Service and Materials	<u>Labor</u> Total Cost	
CLEANING, CARPET & PAINT SERVICES			
	Provided the resident occupies the apartment for at least (24) months, management shall assess NO CHARGES against the deposit for normal cleaning, carpet cleaning, or paint of walls or other reasonable damages	0	
	Provided the resident occupies the apartment for LESS than (24) months, will be assessed full or prorated charges as indicated below:		
1	Trash Removal, will be billed on hourly labor rate plus costs of dump trip and/or trash bin rental	Labor + Actual Cost	
2	Cleaning: General Labor Charge of \$50.00 an Hour (First hour of cleaning is no charge to resident). Labor charged on 15 minute basis. Includes but not limited to: stove, refrigerator, bathrooms, cabinets, floors, blinds, tubs/showers, toilets, etc.	\$50.00/HR	
		AH	PH
3	Clean Carpet, 0/1 Bedroom*	75.00	.13 sq. ft
4	Clean Carpet, 2 Bedroom*	85.00	.13 sq. ft
5	Clean Carpet, 3 Bedroom*	105.00	.13 sq. ft
6	Clean Carpet, 4 Bedroom*	135.00	.13 sq. ft
7	Clean Carpet, 5 Bedroom*	145.00	.13.sq.ft
	*Minimum Charge listed above for carpet cleaning. May be subject to additional charges for excessively soiled, stains or repairs. HUD regulations requires public housing be charged actual cost. Actual cost from vendor is .13 sq. ft. (This regulation does not apply to Affordable Housing). Residents may hire their own vendor for carpet cleaning and present a receipt to office.		
8	PAINT: This type of work will be billed actual labor rates on 15 minutes basis plus cost of actual materials used. NOTE: No charges apply for paint, after 24 months of occupancy (normal wear & tear).		
DOORS		Materials & Labor	
9	Replace and Paint Interior Door	75.00	
10	Repair and Replace Interior Door Jamb	53.00	
11	Replace and Paint Exterior Door (Includes Casing – 4 ½” and 5 ½”)	275.00	
12	Repair and Replace Exterior Door Jamb	85.00	
13	Replace Security Door	95.00	

THIS MUST BE POSTED IN A CONSPICUOUS AREA IN ALL RENTAL OFFICES

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
SCHEDULE OF CHARGES**

14	Replace Accordion Doors	60.00
15	Replace Accordion Doors (36" x 96")	295.00
16	Replace By-Pass Doors (4' - 6')	88.00
	These charges apply to doors that Procurement carries in stock. If the door requires a "special order," actual labor and materials will be charged.	
LOCKS		Material & Labor
17	Resident Locked Out – After Hours ONLY Note: Give resident option to call lock smith/third party vendor.	75.00 Flat Fee
18	**Lock Change, per Lock	25.00
19	**Mailbox Lock Change, per Lock	10.00
20	**Make (1) Key – Includes Door, Mailbox or Garage	5.00
21	Replace Deadbolt, Complete Assembly	65.00
22	Replace Deadbolt, Latch Only	15.00
23	Replace Passage/Privacy Set, Complete	25.00
24	Replace Passage/Privacy Set, Latch Only	15.00
25	Replace Passage/Privacy Set, Leverage Action, Complete	20.00
Item #	Description of Service and Materials	Materials and Labor Total Cost
LOCKS Continued		
26	Replace T-Handle, Garage, Entire Kit	67.00
27	Replace T-Handle Only, Garage	28.00
28	Install-a-lock	22.00
29	Dummy Knob	11.00
GLASS (Windows)		
30	Replace Single Pane Glass, small (16" x 22" through 22" x 33")	54.00
31	Replace Single Pane Glass, medium (22" x 34" through 28" x 44")	62.00
32	Replace Single Pane Glass, large (29" x 45" through 46" x 58")	77.00
33	Replace Dual Pane Glass, small (16" x 22" through 22" x 33")	80.00
34	Replace Dual Pane Glass, medium (22" x 34" through 28" x 44")	98.00
35	Replace Dual Pane Glass, large (29" x 45" through 44" x 45")	110.00
36	Replace Dual Pane Glass, extra large (45 x 46 or larger)	225.00
37	Replace Patio Door, dual pane, per side (34")	280.00
38	Replace Patio Door, dual pane, per side (46")	300.00
	For Glass "Cut and Framed" at a vendor, actual labor and materials will be charged.	
SCREENS		
39	Insect Screen, small (16" x 22" through 22" x 33")	34.00
40	Insect Screen, medium (22" x 34" through 28" x 44")	36.00
41	Insect Screen, large (28" x 45" through 46" x 58")	38.00

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**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
SCHEDULE OF CHARGES**

42	Solar Screen, small (16" x 22" through 22" x 33")	47.00
43	Solar Screen, medium (22" x 34" through 28" x 44")	53.00
44	Solar Screen, large (28" x 45" through 46" x 58")	66.00
WINDOW COVERINGS		
45	Replace Café Rods, small (28" – 47")	19.00
46	Replace Café Rods, medium (48" – 83")	22.00
47	Replace Café Rods, small (84" – 120")	25.00
48	Replace Mini-Blinds, small (20" to 47")	30.00
49	Replace Mini-Blinds, medium (48" - 58")	35.00
50	Replace Mini-Blinds, large (59" or larger)	40.00
Item #	Description of Service and Materials	Materials and Labor Total Cost
WINDOW COVERINGS Continued		
51	Replace Verticals, Small (20"-36")	30.00
52	Replace Verticals, Medium (37" – 48")	39.00
53	Replace Verticals, Large (49" – 70")	55.00
54	Replace Verticals, Patio Door	64.00
55	Replace Vertical Slat Only (per Slat)	3.00
ELECTRICAL, LIGHT and TEMPERTURE CONTROL		
56	Replace Bulb, 60 Watt Household	2.00
57	Replace Fluorescent Tube, 40 Watt, 48" Length (Part Only) Residents are encouraged to have Maintenance install these 48" fluorescent lights to prevent damage to the fixture.	2.00
Note: Residents are responsible for providing light bulbs in their units. Maintenance will install light bulbs provided by the resident free of charge during a routine work order visit for other repairs.		
58	Replace Light Switch/Receptacle	9.00
59	Replace Switch/Outlet Cover, Single or Double Gang	3.00
60	Replace Telephone/Cable Jack	10.00
61	Replace Thermostat	75.00
62	Replace Thermostat with subase	87.00
LIGHT COVERS		
63	Replace Interior Light Cover (most common 12" x 12")	11.00
64	Replace Exterior Porch Light Cover	20.00
65	Replace Small U-Shape Cover (4 inch)	13.00
66	Replace Medium U-Shape Cover (14 inch)	15.00
67	Replace Large U-Shape Cover (24 inch)	18.00
68	Replace Round Globe, Any Size	14.00
69	Replace Fluorescent Light Cover	27.00

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**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
SCHEDULE OF CHARGES**

70	Replace Fluorescent Diffuser	15.00
	These costs are for light covers only. If the entire fixture needs to be replaced, actual labor and materials will be charged.	
PLUMBING FIXTURES AND ACCESSORIES		
71	Replace Garbage Disposal	140.00
72	Replace Kitchen Faucet	85.00
73	Replace Bathroom Faucet	98.00
Item #	Description of Service and Materials	<u>Materials and Labor</u> Total Cost
PLUMBING FIXTURES AND ACCESSORIES Continued		
74	Replace Faucet Handle	15.00
75	Replace Hose Bib	10.00
76	Replace Washer Hookup Cover Plate	9.00
77	Replace Sink Stopper	4.00
78	Replace Towel Bar (no brackets)	18.00
79	Replace Towel Bar with brackets	20.00
80	Replace Toilet Seat	20.00
81	Replace Toilet Flush Handle	9.00
82	Replace Toilet Tank	92.00
83	Replace Toilet Bowl	140.00
84	Replace Complete Toilet	200.00
85	Replace Tub Surround Kit	260.00
86	Bathtub, Countertop or Sink Refinish	Actual Cost
87	Unplug Drain – Kitchen, Bathroom or Tub/Shower (<i>Labor Only</i>)	Charge Actual Time
88	Unplug Drain – After hours response (<i>Labor Only</i>)	Charge Actual Time
89	Unplug Toilet, Snake Only (<i>Labor Only</i>)	Charge Actual Time
90	Unplug Toilet, Snake Only – After hours response (<i>Labor Only</i>)- <i>Overtime Rates apply (2 hour minimum)</i>	Charge Actual Time
<p>Unplug Drain/Toilet charges will be applied if the obstruction found is the resident's fault. Additional charges may be applied if extra work/materials are necessary. For damage to other plumbing fixtures such as toilets, faucets, sinks, etc., actual labor and materials will be charged.</p>		
APPLIANCES		
	For the repair of damage or replacement of appliances, such as Refrigerators, Ranges, Dishwashers, etc., the actual cost of labor and materials will be charged	

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Item #	Description of Service and Materials	<u>Materials and Labor</u> Total Cost
HEALTH AND SAFETY		
91	Pest Control and/or Bed Bug Infestation Visit (due to resident caused infestation)	Actual Cost
92	Replace Smoke Detector, Electric w/battery back-up	50.00
93	Replace Smoke Detector- Battery	15.00
94	Replace Fire Extinguisher, Recharged	40.00
95	Recharge Fire Extinguisher, New	55.00
96	Reconnect Smoke Detector Disconnected by the Resident	50.00
	Note: Residents responsible for damage WILL be charged for replacing a fire extinguisher that has been discharged to put out a fire.	
FLOORING		
97	Replace carpet – per square yard, installed. Total carpet charge will be prorated based on the age of the old carpet (up to 7 years).	Actual Cost
98	Replace Tile, per square foot, installed.	\$3.00 per sq. ft.
	FLOORING REPLACEMENT WILL BE PRORATED: 7 Years Carpet, 10 Years Vinyl or Laminate	
SPRINKLERS AND LANDSCAPING		
	This type of work will be billed actual labor and materials used.	

The items above include materials and labor unless otherwise noted. If additional work is performed that is not listed above, labor and/or materials rates listed in Section 2 will be charged.

If any of the services performed are on overtime basis as defined in Section 2, the additional overtime charge may be applied, except for after hours lock-out.

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**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
SCHEDULE OF CHARGES**

SECTION 2 – LABOR AND MATERIAL CHARGES

LABOR RATES DURING REGULAR SCHEDULED HOURS

CLASSIFICATION TITLE	15 Minutes	30 Minutes	45 Minutes	60 Minutes
Maintenance Mechanic	12.50	25.00	37.50	50.00

OVERTIME LABOR RATES

CLASSIFICATION TITLE	15 Minutes	30 Minutes	45 Minutes	60 Minutes
Maintenance Mechanic	18.75	37.50	56.25	75.00

1. The labor rates listed above include benefit costs. Minimum labor charge 15 minutes.
2. **Overtime charges** will be assessed when the repair qualifies as an “emergency” as listed in the HOUSE RULES and the work is performed outside of regularly scheduled hours. Minimum of two hours will be charged for call out services on emergencies or after hours work.
3. Residents reporting a needed repair as an emergency, and then it is determined not be an emergency, WILL be assessed the appropriate labor charges to respond to the call.
4. Labor costs may also be calculated by taking the number of hours and multiplying the 60 minute (hourly) rate. Example: **2 ½ hours of work performed by a Maintenance Mechanic: 2.5 x 50.00 = \$125.00****

NOTE: Public Housing residents will be charged actual costs where required per HUD guidelines.

MATERIAL CHARGES

1. If the materials used are carried as “stock items” by our Procurement Department, the material cost incurred will be charged.
2. If the materials require a special purchase by our Procurement Department, the material cost incurred at that specific vendor at the time of the purchase will be charged.

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Southern Nevada Regional
Housing Authority

**Records Management and
Retention Policy**

2016

Southern Nevada Regional Housing Authority
RECORDS MANAGEMENT AND RETENTION POLICY

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Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

INTRODUCTION:

The Southern Nevada Regional Housing Authority (SNRHA) is a quasi-governmental entity. As such it may align itself with the best practices for city, state, and local government agencies. As a result, SNRHA has developed its Records Retention Schedule from both the Former City of Las Vegas Housing Authority and the United States Department of Housing and Urban Development (U.S. HUD) records retention and disposal guidelines.

This retention schedule indicates the minimum length of time listed records series [of documents?] must be retained by a governmental agency before destruction or archival preservation. This policy does not take the place of HUD's Record Retention Schedule, but is to be used as a guide by SNRHA in creating and updating a comprehensive schedule to meet both retention requirements. Therefore the HUD Record Retention Schedule (HRRS) will supersede SNRHA's schedule. Record series listed on this policy are those which are commonly found in most government agencies. The retention periods given in this policy are required minimums. The SNRHA Board of Commissioners also recommends them as appropriate maximum retention periods.

If a federal or state statute or regulation specifies a longer retention period for any record series received, created, or maintained by an agency; the statute or regulation overrides this schedule.

Summary of Important Points

- This policy is to be used as an authoritative guide in creating and updating an agency records retention schedule.
- Federal or state statutes or regulations requiring longer retention periods override retention periods in this policy.
- Retention periods listed in the policy are required minimums. SNRHA may need to keep some of the records listed for longer periods.

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

OBJECTIVE:

To establish a systematic framework for the collection, maintenance, use, retention, preservation, and disposition of Southern Nevada Regional Housing Authority (SNRHA) electronic and documentary records in the following categories:

- Category No. 1: Records necessary for the daily business of a SNRHA department.
- Category No. 2: Records of the creation and/or development of SNRHA that are essential for legal, historical, or other professional inquiry.
- Category No. 3: Records of the source, receipt, and expenditure or transfer of public money which is required for the operation of SNRHA or until an audit is complete.
- Category No. 4: Records which are required by law to be retained and those which have a legal basis for their retention.
- Category No. 5: Records that are needed during or after an emergency or to protect the rights and obligations of SNRHA.

I. PUBLIC RECORDS MAINTAINED BY SNRHA:

A public record is a document, paper, letter, pamphlet, book, map, chart, blueprint, drawing, photograph, film, sound recording, magnetic or other tape of software used to process electronic data, punched cards, computer print-out, and any other audio or video storage that is made, received, or kept in the performance of SNRHA's duty, paid for with public funds and has not been declared confidential. (NRS 239.010; NAC 239.091 and NAC 239.101)

A. Confidential Records Maintained by SNRHA Departments:

The confidential records maintained by SNRHA Departments are as follows:

1. Development and Modernization
Credit reports, references, investigative data, and financial information of contractors and subcontractors.
2. Procurement:
Credit reports, references, investigative data, and financial information of vendors, including contractors and subcontractors.
3. Admissions:
 - a. Criminal records of applicants.
 - b. Financial references of applicants.
 - c. Addresses, telephone, and social security numbers of applicants.

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RECORDS MANAGEMENT AND RETENTION POLICY

- d. Medical records of applicants.
4. Operations:
 - a. Criminal records and police reports of participants.
 - b. Medical records of participants.
 - c. Financial records of participants.
 - d. Addresses, telephone, and social security numbers of participants.
5. Human Resources Department:
 - a. Personnel records of employees.
 - b. Social Security Numbers, telephone numbers, and addresses of employees.
6. Legal Department (if applicable) or Executive Office OR NEED TO BE INCLUDED ON LEGAL COUNSEL CONTRACT:
 - a. Attorney work product – documents prepared for and in anticipation of litigation.

II. STORAGE OF SNRHA RECORDS:

Each SNRHA Department is responsible for storing records within the areas assigned to each department. All employees of SNRHA should properly maintain and dispose of files as described in this policy, Section IV Documents Retention Schedule.

III. DISPOSAL OF SNRHA RECORDS:

A. Record Disposal Procedure:

A SNRHA Department desiring to dispose of inactive records must adhere to the following procedures:

1. Submit a written Request to the Department Director on an approved form. (See Appendix A, Attached)
2. Upon receipt of the Request, the Department Director shall review it to determine:
 - a. Whether the particular records are covered by the SNRHA Retention Schedule; and
 - b. Whether the particular records are appropriate for disposal
 - i. This consideration will be restricted to whether the records should, in accordance with the Retention Schedule, be stored or disposed.
3. If the records are covered by the Schedule, and are appropriate for disposal, the Department Director shall:
 - a. Approve the Request on the form. (See Appendix B, Attached)
 - b. Assign an identification number to the records to ensure proper indexing;
 - c. Submit the Approval to the Requesting Department, stating the

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

- identification number assigned to the records;
- d. Submit written verification of disposition to the Requesting Department, setting forth the method of disposition on the approved form. (See Appendix D, Attached.)
- 4. If upon review, the Department Director determines the records are not covered by the schedule, or are not appropriate for disposal, The Department Director shall:
 - a. Return the Request Form to the Requesting Department, with a notation the Request has been denied and the basis of said denial.

B. Disposal of Confidential Records:

Confidential records, slated for disposal pursuant to the SNRHA Record Retention Schedule, must be disposed of in one (1) of the following two (2) ways:

1. Shredding or
2. Pulping

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

IV. DOCUMENT RETENTION SCHEDULE

Records of Accounting and Finance Department

<i>Title of Series of Records Accounting and Finance Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Bank reconciliations	X		X	X		Until Annual Audit is completed
Bank Statements and Deposit Slips	X		X	X		Until Annual Audit is completed
Billings	X		X	X		Until Annual Audit is completed
Bills for health care and mental health care of indigent persons	X		X			5 years
Bond registers and records	X		X			10 years after expiration of bond
Cash registers and records	X		X	X		Until Annual Audit is completed
Check registers	X		X	X		6 years
Checks that have been cancelled	X		X	X		3 years
Claims	X		X			3 years
Claims lists	X		X			6 years
Daily cash and receipts reports	X		X	X		Until Annual Audit is completed
Encoding sheets	X		X			1 year
Encumbrance listing	X		X			6 years
Expenditure ledgers	X		X			6 years
Financial cards and lists of transactions	X		X			1 year
Financial statements of revenue and expenditures	X	X	X	X		Permanent
Fixed Assets and inventories	X	X	X	X	X	5 years after superseded
Gasoline and repairs reports	X		X	X		Until Annual Audit is completed
General Ledger	X		X			Permanent
Investment registers	X		X			6 years
Invoices for accounts receivable and payable	X		X			6 years
Journal entries	X		X			6 years
Accounts payable	X		X	X		5 years
Accounts receivable (revenue)	X		X	X		5 years
Annual Audits	X		X	X		3 years
Audit Reports	X		X	X		3 years
Fee Books entry	X			X		5 years from last entry
Monthly statement to Commissioners	X	X			X	5 years
Payroll Records	X					5 years
FSS Escrow accounts	X					5 years following disbursement or program termination
REPORTS:	X			X		5 years
a) Public Employees Retirement System						

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Records of Accounting and Finance Department

<i>Title of Series of Records Accounting and Finance Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
REPORTS (Continued):	X			X		5 years
b) State Industrial Insurance System						5 years
c) State Unemployment						5 years
d) IRS Payroll						5 years
HUD Fund Requisition	X		X			5 years
HUD Program Budget	X		X			5 years
Investment Account Statements	X		X			5 years
Subsidiary Ledgers	X		X			Permanent

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Housing Programs (HP) Department / Housing Choice Voucher (HCV) Section

<i>Title of Series of Records HP/HCV Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Participant Files:	X			X	X	3 years following last day on program (termination)
Applications for Section 8 (HCV)	X			X	X	3 years following last day on program (termination)
Criminal History Verification	X			X	X	3 years following last day on program (termination)
Credit History reports	X			X		3 years following last day on program (termination)
Income Verifications	X			X	X	3 years following last day on program (termination)
Participant Identification	X			X		3 years following last day on program (termination)
Participant updated correspondence	X			X	X	3 years following last day on program (termination)
Reasonable Accommodations (RA) requests (Approvals & Denials)	X			X	X	3 years following last day on program (termination)
Participant's requests for Informal Review	X			X	X	3 years following last day on program (termination)
Participant's Results of Informal Review	X			X	X	3 years following last day on program (termination)
Records of Section 8 Briefings	X			X	X	3 years following last day on program (termination)
Copies of all Section 8 vouchers issued	X		X	X	X	3 years following last day on program (termination)
Annual Recertifications of Section 8 participants	X		X	X	X	3 years following last day on program (termination)
Requests for Lease Approval	X			X	X	3 years following last day on program (termination)
Public Notices regarding program availability	X			X	X	5 years following date of notice
SEMAP Binders	X			X	X	5 years

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RECORDS MANAGEMENT AND RETENTION POLICY

Records of Executive Office

<i>Title of Series of Records for Executive Office</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Annual Budgets:						
Files	X		X			5 years
Final Budget	X	X	X	X		Permanent
Auditor's reports	X		X	X		Permanent
Auditor's work papers	X		X			Until completion of audit
Hearings:						
Notice of Public Hearing	X	X		X		Permanent
Records of Hearings	X	X		X		Permanent
Minutes of formal negotiations	X	X				Permanent
Property and equipment records	X	X	X	X	X	5 years following update
Quarterly report of resources and expenditures	X	X	X	X		3 years
Reports of proposed expenditures	X	X	X	X		Permanent
Minutes of SNRHA Board Meetings	X	X	X	X	X	Permanent
Organization Creation Transcript File	X	X	X	X		Permanent
Tax exemption, Payment in Lieu of Taxes (PILOT)	X	X	X	X	X	Permanent
Annual Contribution Contract (ACC); Cooperative Agreements	X	X	X	X		Permanent
Land and/or property purchase documents, Financing documents, ALTA survey, Title Insurance, etc.	X	X	X	X	X	Permanent
Declaration of Trust (DOT)	X	X	X	X		Permanent
Agency Annual Plan and 5 Year Plan	X	X	X	X	X	Permanent
Schedules for Retention of Records	X			X		Until superseded by revised schedule

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Human Resources Department

<i>Title of Series of Records for Human Resources</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Applications and Resumes	X			X		2 years
Background surveys of personnel files (Including but not limited to: job requisitions, reports of maintenance of effort, audits, rosters of staff members and timesheets)	X	X		X		5 years
Deferred compensation plans	X		X	X		Permanent
Eligible lists	X			X		2 years
Examination Scores	X			X		2 years
Grievances:						
Files	X			X		2 years
Hearings	X			X		2 years
Inactive recruitment files	X			X		2 years
Insurance Plans	X				X	3 years after plan termination
Job advertisements for federally funded positions	X					3 years
Job classifications	X					1 year after classification is superseded or eliminated
Labor negotiations	X		X	X		5 years
Pay resolutions for management and classified employees	X		X	X		2 years
Payroll records	X					See Accounting and Finance
Personnel:						
Computerized reports	X					Until superseded
Master personnel file	X					85 years
Positions:						
Authorized positions filled	X					1 year after superseded
Reports	X					1 year after superseded
Affirmative Actions:						
Completed forms	X			X		3 years
Summaries	X	X		X		3 years
Examinations:						
Copies of examinations	X			X		2 years
List of applicants who failed to qualify for employment	X			X		2 years
List of applicants who failed to take examination	X			X		2 years
List of applicants who received a grade below passing	X			X		2 years
Lists of applicants eligible for employment	X			X		2 years after expiration of list
Report of Oral ratings	X	X		X		2 years
Reports	X					2 years

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Human Resources Department

<i>Title of Series of Records for Human Resources</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Admonitions	X			X		3 months or until standards set by the Administrator are met, whichever is shorter
Appraisals of competency	X			X		2 years or until termination whichever is longer
Appraisals of permanent certified employees	X			X		2 years or until termination, whichever is longer
Appraisals of probationary certificated employees	X					1 year after termination
Authorization for extra pay	X		X			5 years
Credentials	X			X		Permanent
Evaluations	X			X		Permanent
Fire and Safety files	X				X	Permanent
Notice of short-term suspensions	X					2 years or until termination , whichever is longer
Records of notification of personnel	X					10 years
Employee's reports of industrial injury	X			X	X	5 years
Statement of subsequent injury	X					25 years
Requisitions	X			X		2 years after position is filled
Classified employees:						
Performance evaluations	X			X		Permanent
Performance evaluation reports	X			X		Permanent
Employee Responses	X				X	1 year after termination
Engineering contracts	X				X	6 years after termination
Personnel Background survey questionnaire	X					Until data is compiled and reported
Salary actions	X					3 years
Time cards and sheets	X		X	X		3 years
Union Contracts	X	X		X		Permanent
Verification of eligibility for employment (US INS Form I-9)	X			X		3 years after date form is received or 1 year after termination, whichever is later

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Legal Department (*If Applicable*)

<i>Title of Series of Records for Legal Department (If Applicable)</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Appeals:						
List of cases on appeal	X					2 years
Orders of cases on appeal	X					Until no longer useful
Calendar of Cases	X					30 days
Civil Cases	X			X		5 years
Civil Rights cases	X	X		X		3 year after final disposition of case
Disposition of cases	X					
Opinions	X	X		X	X	Permanent
Receipts for criminal reports	X		X	X		Until Annual audit is completed
Requests for opinions	X					2 years
Suits against a local government	X	X		X		6 years if no action pending
Writs	X			X		3 years after writ is no longer in effect
Compliance Division:						
Fair Housing Claims and Correspondence	X		X	X		5 years following closeout
Third Party Organization Decisions	X			X		5 years following closeout
HUD Discrimination Complaints	X			X		5 years following closeout

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Maintenance Department

<i>Title of Series of Records for Maintenance Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Maintenance Work Orders	X			X		5 years after work is completed / copies kept in tenant file
Maintenance Charges to Residents	X			X		See Operations
Maintenance Quality Control Records	X			X		5 years
Fleet Records	X			X		See Procurement
Key Records	X					3 years
Maintenance Equipment and Tools Records	X			X		Duration of Ownership
Sewer Maintenance records	X					10 years
Vendor Contracts and Field Purchase Orders	X		X	X		3 years following contract/purchase order expiration

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Force Account (If Applicable)

<i>Title of Series of Records for Force Account (If Applicable)</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Applications for temporary placement of trailer	X					1 year
Inspection records for electrical inspections	X					5 years
Inventory control sheets	X					Until Superseded
Permits:						
Checks on active permits	X		X			1 year
Electrical, Plumbing and Sewer	X					5 years
Permits to discharge industrial/hazardous materials waste	X	X				Permanent
Temporary power requests	X					1 year
Safety Rules	X			X		Until Superseded
Work Orders	X					2 years after work is completed

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Development and Modernization Department

<i>Title of Series of Records for Development and Modernization Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
A/E Agreements	X					Permanent
Agreements for temporary power (construction)	X					1 year from permanent power
Bids	X		X	X		Permanent
Appraisal Reports	X					5 years
Bid Bonds	X		X	X		Permanent
Building Permits	X			X		Permanent
Buildings, record of street addresses	X	X				Permanent
Certificates of Occupancy	X			X		Permanent
Construction related Complaints	X					5 years
Construction Contracts	X		X	X		Permanent
Contractor's Certified Payroll Reports	X		X			3 years after contract is completed and closed out
Daily Reports	X					Permanent
Inspection Reports	X		X	X		Permanent
Inspection Reports of fire damage	X					6 years from date of event
Inventory Removal:						
Application	X	X	X	X	X	Permanent
SAC Approval/Denial Letter	X	X	X	X	X	Permanent
Hazardous Materials Reports and Records related to lead based paint, asbestos and mold	X	X			X	Life of building
Special Inspection Reports	X					Permanent
Notice to Proceed (NTP)	X		X	X		Permanent
Performance Bonds	X				X	1 year after contract is completed
Payment Bonds	X		X		X	1 year after contract close-out
Permits to discharge industrial/hazardous materials waste [Manifest]	X	X		X		Permanent
Site and Building Plans for new construction or remodeling:						
Checkers, records of persons reviewing plans and blue-prints	X					Until Superseded
Plans for Commercial and Public buildings	X	X				Life of the building
Plans for residential buildings	X	X		X		Life of the building

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Development and Modernization Department

<i>Title of Series of Records for Development and Modernization Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Properties Disposed/Demolished:						
Design/Construction records	X					10 years from the date after which the property has no affiliation with, relation to or ownership by the PHA or related entities.
Contractor's compliance docs	X					
Property and Project files	X					
Site & Building Plans	X					
Studies, Surveys, etc.	X					
Project Files Records - design and construction [See DevMod SOP for IFB & RFQ required documentation]	X			X		Permanent
Projects, reports of expenditures/payments	X		X			Permanent
Results of construction tests	X			X		Permanent
Safety Rules	X			X		Until Superseded
Specifications	X					Permanent
Studies	X					Permanent
Surveys	X					Permanent

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Operations Department

<i>Title of Series of Records for Operations Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Resident Files:						
Original Application	X		X	X		5 years following resident's last day on the program
Eligibility Verifications	X		X	X		5 years following resident's last day on the program
Recertifications	X		X	X		5 years following resident's last day on the program
Unit Inspections	X		X	X		5 years following resident's last day on the program
Work Order Requests	X		X	X		5 years following resident's last day on the program
Work Orders	X		X	X		5 years following resident's last day on the program
Maintenance Charges to Resident	X		X	X		5 years following resident's last day on the program
Rent Payment Ledgers	X		X	X		5 years following resident's last day on the program
Grievances	X		X	X		5 years following resident's last day on the program
Correspondence and Notices	X		X	X		5 years following resident's last day on the program
Lease agreements and addendums	X		X	X		5 years following resident's last day on the program
Unit Inventories	X		X	X		5 years
Vacancy Reports	X		X	X		5 years
Lease termination actions	X		X	X		5 years
Fire and Police reports of incidents on SNRHA property	X		X	X		5 years
Resident surveys and questionnaires	X			X		5 years

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Admissions Department

<i>Title of Series of Records for Admissions Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Withdrawn Applicant Files:						
Original Application	X		X	X		3 years after the date of withdrawal
Interview Application	X		X	X		3 years after the date of withdrawal
Eligibility Verifications	X		X	X		3 years after the date of withdrawal
Correspondence and Notices	X		X	X		3 years after the date of withdrawal
Criminal History Verifications	X					90 days after determination of eligibility or completion of grievance process, whichever is longer
I.D. Documents	X		X	X		3 years after the date of withdrawal
Verification of EIV screening	X		X	X		3 years after the date of withdrawal
Reports:						
Vacancy Reports	X					2 years
Offers Reports	X					2 years
Offers Acceptance Notices	X					2 years
Offers Refusal Notices	X					2 years
Waiting list reports (Electronic)	X		X	X		5 years
Monthly Status Reports	X					2 years

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Procurement Department

<i>Title of Series of Records for Procurement Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Activity Reports	X					2 years
Fleet Records	X			X		Duration of Vehicle Ownership
Assignment of Vehicles	X					Until Superseded
Bid Specifications	X					Permanent
Bids / Contracts	X		X	X		Permanent
Cooperative Purchases	X		X			Until Agreement is terminated
Goals and Objectives	X					Until Superseded
Equipment and supply inventory	X		X	X		1 year after annual audit is completed
Procedures Manuals	X		X			3 years after superseded
Moved buildings	X					2 years
Notices of the sale of surplus material and equipment	X					1 year
Purchase Orders:						
Logs	X		X	X		1 year after annual audit is completed
Stubs	X		X	X		1 year after annual audit is completed
Voided or Cancelled	X		X	X		1 year after annual audit is completed
Requests for disbursement	X					2 years
Requests to bid	X		X	X		Permanent
Requisitions:						
Purchase Orders	X		X	X		3 years
Stock Orders	X		X	X		1 year after annual audit is completed
Supplies	X					1 year after annual audit is completed
Sales of surplus goods to the public	X					3 years
Vendors:						
Files	X					5 years
Master list	X					Until Superseded

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Real Estate Assets

<i>Title of Series of Records for Real Estate Assets</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
ACQUISITION/DISPOSITION RECORDS						20 years from the date after which the property has no affiliation with, relation to, or ownership by the PHA or related entities
ALTA Survey	X	X		X	X	
Appraisal	X	X		X	X	
Closing Tax Credits Materials						
Carryover	X		X	X	X	
Project files	X		X	X	X	
Evidentiary	X		X	X	X	
Extended use agreement	X	X	X	X	X	
Closing Mixed Finance Materials						
Ownership Filings	X		X	X	X	
Organizational docs	X		X	X	X	
Mortgage Notes	X		X	X	X	
Deeds, DOTs	X		X	X	X	
Due diligence legal work	X				X	
Easements	X	X	X	X	X	
Eminent Domain Records	X	X	X	X	X	
Environmental Studies						
Geotechnical Reports	X					
Phase I & II Reports	X			X	X	
Engineer's Reports	X			X		
Hazardous Materials						
Survey Reports	X			X		
Clearance Reports	X			X		
Market Study	X					20 years from the date after which the property has no affiliation with, relation to, or ownership by the PHA or related entities
Mortgage documents	X	X	X	X		
Plans and Specifications	X	X				
Reliance Letters	X		X			
Resolutions	X	X	X	X	X	

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records of Real Estate Assets

<i>Title of Series of Records for Real Estate Assets (Continued)</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Land/Property acquisition/sale documents	X	X	X	X		20 years from the date after which the property has no affiliation with, relation to, or ownership by the PHA or related entities
Title Insurance	X	X	X	X	X	
Utilities; Will Serve letter or utility bills in lieu of	X					
Zoning Documents	X			X		
DESIGN/CONSTRUCTION RECORDS						
For all applicable design and construction records please see "Project Files Records" listed in the Series of Records for Development and Modernization Department	X		X	X		10 years from the date after which the property has no affiliation with, relation to or ownership by the PHA or related entities
LEASE DOCUMENTS						
Ground Lease	X		X			10 years from termination of the lease
Commercial	X		X			
Other Leases	X		X			

Southern Nevada Regional Housing Authority

RECORDS MANAGEMENT AND RETENTION POLICY

Records for Supportive Services Department

<i>Title of Series of Records for Supportive Services Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Ethnic resident groups, records of applicants for housing classified by ethnic group	X					2 years
Forms of certifications of Services	X					3 years
GRANTS:						
Applications, proposal reports	X					25 years
Working files and fiscal documents	X					3 years after date of final report
Inspections	X					5 years
Internal Statistical reports	X					3 years
Interview files	X					2 years
MEMOS CONCERNING:						
Correction of documents	X					6 months after date of correction
Monitoring by grantors	X					3 years after date of final report
Pink slips for client's accountability	X					1 year
Summary reports of direct assistance	X					3 years
Typed cases, daily log book	X					1 year
FSS files	X					3 years following completion or termination
FSS Escrow Accounts	X					See Accounting and Finance
Case files of Clients	X					3 years after date of last service
Cash grants (This series of records includes but is not limited to checks, determination work-sheets and non-voucher logs)	X					3 years
Child Care facilities files	X					5 years after closure of facility
Clients appointment slips	X					90 days after date of appointment
Client log books	X					2 years
COLLECTION and BILLING						
Accounts of Residents	X					Until Annual Audit is completed
Invoices	X					Until Annual Audit is completed
Receipts	X		X	X		Until Annual Audit is completed
Complaints, reports	X					5 years
Computer and interdepartmental change forms	X					6 months from the date of charge
Computer control and corrections, reports	X					1 year

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Records for Safety or Risk Management Department

<i>Title of Series of Records for Safety or Risk Management Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
ACCIDENTS						
Report of Accidents:						
Involving Personal Injury	X			X		3 years
Involving Vehicles	X			X		2 years
Address backups	X				X	
Agreement for mutual aid	X			X		3 years after agreement expires
Release forms	X			X		2 years
Reports	X			X		2 years
Complaints of bad service	X					1 year after resolved or dismissed
Daily log of fire alarm soundings	X					90 days
Dispatcher Audiotapes	X				X	30 days if not transcribed
EQUIPMENT:						
Cost analysis of equipment	X					1 year
List of equipment	X		X			3 years after updates
Results of test of equipment	X			X		2 years
Summary of equipment						Until superseded
Tests and Maintenance records	X					Life of hydrants
Injury Reports	X			X		2 years
Inspection of child care facilities	X			X		1 year
Inspection of Commercial and Public Buildings	X			X		12 years
Interdepartmental reports						As required. Review annually
Employee driving records	X			X		1 year following termination
Investigation of Arson	X			X		4 years
Investigation of Fires	X			X		6 years
Liability insurance policies	X			X		3 years after policy expires
Photographs	X					Until office use ends,
Pre-fire planning reports	X					10 years
Preventive maintenance schedules			X			10 years
Report of drills	X					2 years
Reports concerning violations of code	X					1 year from date of notification
Reports of fires where no structure is involved	X					5 years
Reports of incidents	X					1 year
Reports of scheduled re-inspections	X					90 days after date of Re-inspection
Reports on major fires	X					Permanent
Schedule of vehicle maintenance and service	X	X				5 years
Standard Operating/Emergency Procedures	X	X				5 years after superseded
Surveys of household safety	X					Until office use ends,
Industrial Injury reports (employees)	X					5 years
Legal Opinions	X	X				Permanent
Occupational Injuries and illness:						
Log	X					5 years
Summary	X					5 years
Informational correspondence	X					3 years

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Records of Information Technology Department

<i>Title of Series of Records for Information Technology Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Audit Trails (documentation of changes made)	X			X		Until no longer administratively useful
Assets Inventory (in accordance with various SOP's. i.e. inventory of physical equipment; software; software libraries; software audits; data communications equipment inventory; Other IT related inventories and lists, work station diagrams & assignments, inventory reports, network configuration diagrams & documentation, system communication configuration diagrams & documentation, documentation of audits of equipment)	X			X		3 years after superseded
Computer Access Logs - name of employee, the date and time of access, a reasonable explanation of the circumstances & considerations justifying the access, the name of each person authorized to perform the access, the name of each person required to store/maintain and/ or destroy that information, details of inappropriate use or access to the computer.	X			X		3 years
Employee Access Control and Security Awareness Files (Employee access letter of agreement and/or non-disclosure agreements; Employee security awareness training documentation; Password disclosure statement; Employee email and other related agreements and correspondences)	X			X		3 years from modification of form or employee's access rights were terminated
Error Reports (paper or electronic)	X			X		Until superseding report is run or until action for which they were produced has been accomplished.

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Records of Information Technology Department

<i>Title of Series of Records for Information Technology Department</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Hardware documentation including but not limited to Copy of Purchase Order, Warranty documentation, and related correspondences and supporting documentation.	X			X		5 years from purchase date or expiration of warranty, whichever is longer.
Security Logs including but not limited to Security and access control logs, firewall traffic logs, and similar logs.	X			X		3 months from day of log
Security Records including but not limited to physical security reviews, security breach reports, reports of suspicious activity, reports of suspected violations, risk analysis documentation and reports, security evaluations and reviews with supportive documentation.	X			X		3 years
Software Licensing files including but not limited to copy of purchase order, license including license confirmation, upgrades license, etc., related correspondence, supporting documentation.	X			X		6 years after the program or system is discontinued
Software, System and Program Documentation - including but not limited to: system/program programming, modification & technical reports, programmer's notes & memos, general system design reports, test plans & results, conversion reports & addendums, specification architecture reports and supportive records.	X			X		6 years after the program or system is discontinued
System User Mast List - consists of an online electronic file containing user names, user ID codes, access rights and privileges (to data, applications, communications and other system devices).	X			X		Until audit is complete

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Miscellaneous records common to SNRHA

<i>Title of Series of Records for Miscellaneous Records Common to SNRHA</i>	<i>Categories of Records</i>					<i>Period of Minimum Retention</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Budgets:						
Office and Departmental copy	X		X			1 year after annual audit is completed
Work sheets and papers	X		X			Until annual audit is completed
Certificate of Destruction of Records	X	X		X		3 years after date of destruction of records
Contracts and Agreement (office copies)	X		X			1 year after completed or terminated
Correspondence:						
Administrative	X	X				Permanent
Complaints and Inquiries	X					1 year after response or resolution
General	X					1 year, unless needed to be retained for a longer period
Subject files	X					1 year, unless needed to be retained for a longer period
Department regulations, policies and procedures	X	X		X	X	5 years after superseded
Employee files maintained in an office or department	X					1 year after termination or re-assignment. (Master files retained by HR)
Grants:						
Fiscal Records	X		X			As required by the granting authority
Proposals, reports, and results	X	X				5 years after the grant is closed
Insurance:						
Claims	X		X	X	X	3 years after settlement of the claim
Policies	X			X	X	3 years after policy expires
Invoices (Office Copies)	X		X			Until Annual Audit is completed
Material safety data sheets	X					30 years
Petty Cash Records	X		X	X		Until Annual Audit is completed
Schedule of Retention of Records	X			X		6 years after superseded
Record Storage/Disposal Records	X		X	X		Permanent

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

APPENDIXES

A – E

Appendix “A”	Request for Storage or Disposition of Records
Appendix “B”	Storage Approval
Appendix “C”	Packing of Records
Appendix “D”	Records Retrieval
Appendix “E”	Records Disposition Verification

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Appendix A

Request for Storage or Disposition of Records

Date

Department

Types of Records:

Records are to be Stored: Yes No

Records are to be Disposed: Yes No

Number of Records (By File):

Print Name of Designated Department Representative:

Signature

I, _____, by signature above, do hereby certify that the records above are inactive and no longer necessary for the daily business of the _____ Department.

FOR SNRHA DEPARTMENT DIRECTOR USE ONLY

Date: SNRHA Department Director Initials:

The request is denied because:

Records are not covered by the SNRHA Retention Schedule

Records are not appropriate for storage

Records are not appropriate for disposal

There is insufficient storage space for the records

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Appendix B

Storage Approval

Date of Request

Date of Approval

Records Identification No.

Designated Area/Location:

Type of Records:

Packing Instructions: Upon receipt of this approval, your department shall package the records noted above in standard cardboard boxes measuring 12" x 10". Each box must be marked on one (1) of the 12" x 10" sides. No other side may be marked. To the extent possible, each series of records must be boxed separately and described on separate forms.

ANY PROPOSED EXCEPTION TO THE REQUIRED MANNER OF PACKAGING MUST RECEIVE PRIOR APPROVAL BEFORE THE PACKAGE IS DELIVERED TO THE DESIGNATED AREA

SNRHA Department Director: _____

(Print Name)

Signature

Date

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Appendix C **Packing of Records**

Packing Instructions: Upon receipt of this approval, your department shall package the records noted above in standard cardboard boxes measuring 12" x 10". Each box must be marked on one (1) of the 12" x 10" sides. No other side may be marked. To the extent possible, each series of records must be boxed separately and described on separate f

ANY PROPOSED EXCEPTION TO THE REQUIRED MANNER OF PACKAGING MUST RECEIVE PRIOR APPROVAL BEFORE THE PACKAGE IS DELIVERED TO THE DESIGNATED AREA.

SNRHA Department Director: _____
(Print Name)

Signature

Date

Southern Nevada Regional Housing Authority

Records Management and Retention Policy

Appendix D

Records Retrieval

Date of Request

Records Identification No.

Type of Records:

Requesting Department:

Designated Department Representative: _____
(Print Name)

I, _____, by signature below certify that on

_____, I retrieved the above listed records from the SNRHA

_____ [enter location]

Signature

Date



FIXED ASSET DISPOSAL POLICY AND PROCEDURE
March 6, 2017

PURPOSE

The purpose of this policy and procedure is to outline requirements for disposing of SNRHA fixed assets. The term fixed asset refers to any tangible assets or property, ~~plant~~ and equipment.

POLICY AND PROCEDURE:

- A.) The Department Head must, first offer any usable items for transfer to other departments. The Department should circulate an e-mail to all department heads with a description of the item. If there is no need for the item(s) in other departments, the Department Head must seek approval for the write-off following the below policy and procedure.
- B.) If the item is inventoried and exceeds \$500 in resale value, obsolete, unusable, or being trashed the Department Head must request permission from the Deputy and/or Executive Director to write off the item. The Department Head must complete the Fixed Asset Disposal Form for submission. A detailed description, estimate of value (any back-up documentation for justification must be presented), and photograph of item must be attached to disposal form. This form must be submitted to procurement, and to the Deputy and/or Executive Director for approval prior to taking the item to the Board of Commissioners for write off.
 - a. Asset keys shall be turned in to Procurement at the same time that the form is submitted. Asset keys including blue fuel key must be turned over to Procurement (City of Las Vegas will charge \$25.00 if blue key is not returned)
- C.) Any item with a resale value under \$500, may be written off by completing the Fixed Asset Disposal Form by the Department Head, and getting Deputy and/or Executive Directors approval and signature. No board approval is required for an asset with a resale value under \$500
- D.) Once approval has been obtained by all parties, the Department Head must submit to the Board of Commissioners for write-off of the asset which exceeds \$ 500 in resale value. A copy of the request for disposal form, photo, and all other back up documentation should be included with this request.
- E.) Once the Board of Commissioners has approved the write off, the following procedure should be followed:

ASSET TO BE SOLD AT AUCTION (TNT AUCTION)

Asset shall be offered to the public through TNT Auction. TNT Auction holds a minimum of two (2) auctions per calendar year. All items to be sent to TNT Auction shall be submitted/delivered to Clark County Service yard a minimum of 30 days prior to scheduled auction date.

Vehicles/Equipment (hereafter asset)

- 2) Complete “Clark County, Nevada Vehicle/Equipment Turn-in Document” and submit to Clark County Automotive Services, to have asset added to TNT Auction list. NOTE: If the items below are not complete Clark County will invoice for any additional preparation charges.
 - a. Asset to have decals, vehicle number, official marking and license plates removed from the vehicle/equipment.
 - b. Asset number MUST BE written on upper right corner of windshield.



FIXED ASSET DISPOSAL POLICY AND PROCEDURE
March 6, 2017

- c. Asset must be cleaned out. Any specialized equipment be removed if applicable (i. e. tool boxes, utility boxes, lift gates, etc. to be used on a different asset).
- d. Asset must be stored at a secure location (11th Street or Flamingo) until at least 30 days prior to the next scheduled TNT Auction.
- e. Asset keys and asset title (if applicable) to be delivered to Clark County upon delivery of asset.
- 3) Deliver/tow asset to Clark County, Automotive Services at Stephanie and Flamingo. Clark County to invoice SNRHA for any tow charges.
- 4) Following the completion of the scheduled auction (5-7 days), Clark County Automotive Services Manager will submit a listing of SNRHA assets that were sold at TNT Auction including the amount it was purchased for.
- 5) SNRHA to receive check from Clark County within 30 days of auction completion.
 - a. Procurement to confirm funds and department allocations.
 - b. Procurement to make copy of check and hand deliver check to Finance for distribution to departments/properties.
- 6) Procurement to complete Fixed Asset Disposal Form and file in asset file.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY FEDERAL FUNDED PROCUREMENT POLICY

This Federal Funded Procurement Policy (the “Procurement Policy” or “Policy”) is established for the Southern Nevada Regional Housing Authority (“SNRHA”), by action of the SNRHA Board of Commissioners (the “Board”) originally approved on November 12, 2009, updated on March 18, 2010, June 20, 2013, June 19, 2014, November 5, 2015 and finally revised on March 6, 2017 and approved by the Board on June 15, 2017. 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 2 CFR Part 200, and state and local laws. Generally, in the case of any discrepancy between any requirements contained in any of the above, SNRHA shall comply with the “most stringent” requirement.

1. GENERAL PROVISIONS.

1.1 Purpose: The purpose of this Policy is to: provide for the fair and equitable treatment of all persons or firms involved in purchasing by SNRHA; assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to SNRHA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that SNRHA’s purchasing actions are in full compliance with applicable federal laws, HUD regulations, and state and local laws.

1.2 Application: This Policy applies to all contracts for which federal funds will be used for the procurement of supplies, services, and construction entered into by SNRHA after the effective date of this Policy. It shall apply to every expenditure of funds by SNRHA for public purchasing, with the exception of non-federal funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this statement shall prevent SNRHA 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 Policy, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

1.3 Definitions:

(a) **Business Concern.** A business concern located in the area of the project is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

(b) **Competitive Proposal.** The Competitive Proposal (also called contract by negotiation) is a method of procurement using the solicitation, evaluation, and negotiation of

proposals instead of sealed bids. The Competitive Proposal method is used for requirements exceeding SNRHA's Small Purchase Limit when conditions are not appropriate for sealed bidding.

(c) Competitive Range. The Competitive Range includes those proposals submitted in response to an RFP that, after technical evaluation by SNRHA's selection panel and considering the proposed costs/prices, have a reasonable chance of being awarded the contract. (see Chapter 7, paragraph 7.2.N for detailed guidance).

(d) Contracting Officer. The Contracting Officer is either SNRHA's Executive Director or an official authorized by the Executive Director to enter into and/or administer contracts and make related determinations and findings. For the purpose of this Policy, the term includes any SNRHA employee designated and authorized to perform the duties of a Contracting Officer.

(e) Contract Pricing Arrangements. The arrangement, as reflected in the contract, for how the vendor will be paid for services. While there are two basic contract pricing arrangements – firm fixed-price and cost-reimbursement – there are multiple variations on these models, from indefinite quantity contracts (where the exact number of deliverable items is not known at the time of contract award but where minimum and maximum quantities are stated) to cost-plus fixed-fee (where costs are reimbursed, up to an estimated amount, plus a specified fee).

(f) Cost-Reimbursement Contract. A Cost-Reimbursement Contract is a contract when the contractor is reimbursed for his/her allowable costs of performance up to a total estimated amount specified in the contract. The contract may provide for the payment of a fee (i.e., a type of profit) in addition to costs.

(g) Firm Fixed Price Contract. A Firm Fixed Price Contract is a contract when the contractor is paid a firm fixed-price for all required work regardless of the contractor's actual costs of performance.

(h) Independent Cost Estimate ("ICE"). ICE is an estimate prepared by SNRHA prior to obtaining offers. The degree of analysis contained within the ICE will depend on the size and complexity of the purchase.

(i) Intergovernmental or Interagency Agreement. An Intergovernmental or Interagency Agreement is an agreement between SNRHA and a Federal, State, or local government agency (including other Housing Authorities) for the provision of supplies or services.

(j) Invitation for Bids ("IFB"). An IFB is a solicitation type used under the sealed bidding method of procurement.

(k) Labor Surplus Area Business. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or under-employment,

as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.

(l) Micro Purchases. Micro Purchases are purchases under \$2,000.

(m) Minority Business Enterprise. A minority business enterprise 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 and Asian Indian Americans, and Hasidic Jewish Americans.

(n) Negotiation. Negotiation means discussions with offerors in the competitive range regarding technical and/or price proposals when awarding a contract using the competitive proposals method of procurement or when issuing modifications to existing contracts or other required discussion with offerors for the other methods of procurement.

(o) Non-Federal funding. Funding sources which are not from the federal government.

(p) Noncompetitive Proposals. Procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(q) Procurement. The term “procurement,” as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction (and construction change orders) and maintenance; consultant services, (3) Architectural and Engineering (A/E) services, (4) Social Services, and (5) other services.

(r) Proposal. A Proposal is the offer submitted by a potential contractor in the competitive or noncompetitive proposals method of procurement.

(s) Qualification Based Selection (“QBS”). A QBS is a form of procurement of architect-engineering (“A/E”) or development services by competitive proposals in which price is not requested in the Request for Qualifications (“RFQ”) or used as an evaluation factor. Instead, technical qualifications only are reviewed negotiations are conducted with the best-qualified firm. Only A/E services and development partners may be procured by this method.

(t) Request for Proposals (“RFP”). An RFP is a solicitation method used under both the competitive or non-competitive methods of procurement. Proposal evaluation and contractor selection are based on the evaluation criteria and factors for award as stated in the RFP. Contract award is based on the best proposal responsive to the requirements of the statement of work resulting in the greatest benefit and best value to SNRHA, which may not necessarily be primarily determined based on price.

(u) Resident Hiring Scale for Section 3 Residents Training and Employment Opportunities. The Resident Hiring Scale for Section 3 Residents Training and Employment Opportunities is a scale method adopted by the SNRHA for residents hiring that is to be used on all contracts, service contracts and professional service contracts that contain a labor component.

(v) Responsible Bidder. A Responsible Bidder is one who: (1) is able to comply with the required or proposed delivery or performance schedule; (2) has a satisfactory performance record; (3) has a satisfactory record of integrity and business ethics; (4) has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; (5) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and (6) is otherwise qualified and eligible to receive an award under applicable laws and regulations, including the fact that the bidder is not suspended, debarred or under a HUD-imposed Limited Denial of Participation.

(w) Responsive Bid. A Responsive Bid is one that conforms exactly to the requirements set forth in the IFB.

(x) Sealed Bidding. Sealed Bidding is a method of procurement inviting sealed bids. This method requires: specifications that are clear, accurate, and complete; a public bid opening; and evaluation of bids and award of the contract based on the lowest price submitted by a responsive and responsible contractor. Sealed bidding is the preferred method for construction procurements.

(y) Small Business. 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 Part 121 shall be used, unless the SNRHA determines that their use is inappropriate.

(z) Section 3 Business – A Business Concern Located in the Area of a Housing Authority Development. A business concern located in the area of a Housing Authority development is defined as an individual or firm located within the relevant Section 3 covered development area, as determined pursuant to 24 CFR 135.15. (HUD 7460.8 Appendix 3, Section V)

(i) Business concerns that are 51% or more owned and controlled by residents of any SNRHA housing site or whose full-time permanent workforce includes 30% of SNRHA residents of any housing site; or

(ii) HUD Youthbuild program in Southern Nevada; or

(iii) Business concerns that are 51% or more owned and controlled by low or very low-income Southern Nevada residents or whose full-time permanent work force includes 30% low/very low-income Southern Nevada residents.

(iv) Businesses that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

(aa) Section 3 Resident. A resident of an SNRHA housing site where contracted work is being done; or a resident of any SNRHA housing site; or a participant in HUD Youthbuild program in Southern Nevada; or a low or very low-income resident of Southern Nevada.

(bb) Small Purchase Limit. The Small Purchase Limit is the maximum dollar amount for SNRHA's individual small purchases. SNRHA's Small Purchase Limit is currently set at \$100,000.

(cc) Solicitation. Solicitation is the general term for SNRHA's request for offers from potential offerors. A solicitation package generally contains the proposed contract, including contract terms and conditions, instructions to potential offerors regarding the submission of an offer, and any other information needed to prepare an offer.

(dd) Statement of Work (SOW). A Statement of Work is a written description of work to be performed that establishes the standards sought for the supplies or services furnished under the contract; typically used for service contracts.

(ee) Termination for Cause. Termination for Cause is the termination of a contract on a unilateral basis when the contractor fails to perform, fails to make progress so as to endanger performance, or commits a default as specified in the contract.

(ff) Termination for Convenience. Termination for Convenience is the termination of a contract by SNRHA on a unilateral basis when the product or service is no longer needed or when SNRHA determines at its sole discretion that termination is in SNRHA's best interest.

(gg) Vendor. A Vendor is the term often used for an offeror or contractor when talking about small purchasing.

(hh) Women's Business Enterprise. 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.

1.4 Public Access to Procurement Information: Procurement information shall be a matter of public record to the extent required by any applicable Federal, State, or local laws or codes and shall be available to the public as provided in such statutes.

1.5 Funding Sources: SNRHA receives funds from federal, state, and local governments as well as private funding sources. As such, in its procurement activities, the Board has adopted this Policy and the Non-Federal Procurement Policy to ensure compliance with applicable laws and regulations without necessarily imposing a higher standard than is necessary to ensure compliance with applicable laws.

1.6 Federal Verses Non-Federal Funding: This Policy shall apply to federally-funded contracts, while SNRHA's Non-Federal Procurement Policy shall apply to non-federally funded contracts.

1.7 List of SNRHA Funds: The Executive Director shall maintain a list of SNRHA funding specifying whether the funds are from federal or non-federal sources and the list shall state under which procurement policy the funds are to be used. SNRHA shall make such a list available to SNRHA employees who work in procurement matters.

1.8 Exclusions From Federal Requirements Under This Policy: It is SNRHA's general policy that SNRHA conduct its procurements which are not governed by this Policy, e.g. Non-Federal procurements, in a manner which is consistent with the customary and acceptable business practices as found in Nevada and as allowed by Nevada law and SNRHA's Non-Federal Procurement Policy. The following procurements shall not be governed by this Policy:

(a) Procurements from income generated by the Central Office Cost Center through reasonable fee-for-service arrangements under 24 CFR Part 990, e.g., management fees, bookkeeping fees, and asset management fees, etc. Such fee income is not considered Federal program income and subject to 24 CFR part 85. Fee income is governed only by State and local requirements, as applicable;

(b) Real Estate Purchase and Sale Transactions. (Surveys, appraisals, environmental site assessments, and financing analyses are considered Consultant services and are governed by this Policy);

(c) Funds received from insurance claims;

(d) Loan transactions and documents;

(e) Employment contracts;

(f) Limited partnership agreements; and

(g) The operation of the Section 8 Housing Choice Voucher Program, which is exempted from 2 CFR Part 200 (see March 11, 1988, Federal Register, page 8050). Procurement activities within the voucher program, therefore, are governed by applicable state and local law. To the extent that the SNRHA utilizes procurement practices for its voucher program that are different from those required under 2 CFR Part 200, SNRHA will conduct those procurements in compliance with its Non-Federal Procurement Policy.

1.9 Policy NOT All-Inclusive. While this Procurement Policy is intended as the primary reference document for all SNRHA's procurement matters (except for SNRHA's Non-Federally funded procurement matters), no document can be all-inclusive. Where situations arise that, in the reasonable judgment of SNRHA, have not been addressed in this Policy, SNRHA should contact its legal counsel or the local HUD field office for further guidance.

1.10 Application of New Law. In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Policy, automatically supersede this Policy, and the SNRHA Executive Director shall make appropriate modifications to this Policy within a

reasonable time of the effect of the revised law and present the revised policy to the Board for approval.

2. PROCUREMENT AUTHORITY, ADMINISTRATION, AND APPROVAL.

2.1 Authority: The Board is responsible for ensuring that any procurement policies adopted by SNRHA are appropriate for SNRHA. Therefore, this Policy and any later changes to it shall be submitted to the Board for approval.

(a) Under this Policy, the Board appoints and delegates procurement authority to the Executive Director (“ED”) to approve procurements of \$100,000 or less, either as a single contract or in the aggregate as the ED deems is in the best operating interests of SNRHA. All procurements over \$100,000 must be approved by the Board before executing the contracts necessary for the procurement.

(b) The Board further authorizes the ED or Designee to approve change orders and contract amendments/modifications up to \$100,000, either as a single action or in the aggregate, as the ED deems is in the best operating interests of SNRHA. All contract amendments/modifications over \$100,000 must be approved by the Board before executing the documents necessary for the amendment/modification.

(c) The Board further authorizes the ED or Designee to approve time extensions which the ED or Designee deems are in the best operating interest of SNRHA.

(d) All procurement responsibilities shall be administered by SNRHA’s Contracting Officer (“CO”), who shall be the ED. However, the ED has the authority to delegate, in writing, all or part of SNRHA’s procurement functions to individuals staffed within SNRHA (“Designee”). Therefore, the person within SNRHA with authority for procurement responsibilities is referred to within this Policy as the CO when he/she performs that function, regardless of any other job, position or title he/she may have.

2.2 Operational Procedures: The ED shall issue operational procedures to implement this Policy (“Operational Procedures”), 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 18 below, consistent with state law.

2.3 Administration: The CO shall comply with this Policy and the Operational Procedures and ensure that:

(a) SNRHA’s procurement actions comply with this Policy, applicable HUD review requirements, as provided in the Operational Procedures, and applicable federal, state, and local laws;

(b) Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;

(c) 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;

(d) 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;

(e) Solicitations are conducted in full compliance with HUD standards and federal law, or any applicable, more stringent state and local laws, provided they are consistent with HUD standards and federal law;

(f) An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and an appropriate cost or price analysis is conducted for each of the responses received for all procurements;

(g) For sealed bid procurements, contract award is made to the responsive and responsible bidder offering the lowest price;

(h) For competitive proposal procurements, contract awarded is made to the offeror whose proposal offers the greatest value to SNRHA, considering price, technical, and other factors as specified in the solicitation;

(i) Unsuccessful firms are notified within 10 days after a final decision is made as to contract award;

(j) Indefinite Quantity Contracts are not used unless a minimum and maximum quantity is clearly stated therein;

(k) There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modifications (including change orders) are executed;

(l) Contractors' work is inspected before payment;

(m) Payment is made promptly for contract work which has been performed and accepted; and.

2.4 Signature Required: Each contract or purchase action (e.g., new contract, modification, interagency agreement, purchase order, change order, etc.) that obligates SNRHA to pay a contractor or vendor must be signed by the CO or an individual to whom the ED has expressly delegated the authority to make such an obligation, in accordance with the Operational Procedures.

(a) An oral commitment to bind SNRHA to any contract or purchase action will never be enforceable against SNRHA even if the oral commitment was allegedly made by an SNRHA employee, the CO, or the Board.

(b) Contractors and Vendors must verify that the individual purporting to bind SNRHA has the actual authority to bind SNRHA to the procurement, contract or purchase action at issue.

3. PROCUREMENT METHODS.

3.1 Selection of Method: If it has been decided that SNRHA 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.

(a) Purchases greater than \$100,000: All purchases and contracts with a value that exceeds \$100,000 shall only be completed pursuant to one of the following methods:

- (i) Sealed Bid (IFB);
- (ii) Competitive Proposal (RFQ/RFP/QBS);
- (iii) Similar process (IFB, RFP, QBS) conducted by another governmental agency;
- (iv) Justified Single or Sole Source.

(b) Purchases equal to or less than \$100,000: All purchases and contracts with a value of \$100,000 or less may be completed using the appropriate Small Purchase method as explained in Section 4 below.

4. SMALL PURCHASE METHODS:

4.1 General: Any contract not equal to or less than \$100,000 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. However, larger requirements may be broken into smaller ones to afford small and minority businesses the opportunity to participate in SNRHA's procurements. The CO should document in the contract file the reasons for breaking down larger requirements into smaller ones.

4.2 Small Purchases of \$100 or less: Small purchases of \$100 or less ("Petty Cash Small Purchases"), which can be satisfied by local sources, may be processed through the use of a petty cash account. The CO shall follow the Operational Procedures with respect to Petty Cash Small Purchases.

4.3 Small Purchases of \$2,000 or Less: For small purchases of \$2,000 or less ("Micro Purchases"), the CO must only solicit one quotation if the solicited price is considered reasonable. Micro Purchases should be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from a qualified source other than the previous source before placing a repeat order. Nothing herein prevents SNRHA from conducting a competitive process for Micro Purchases. The CO shall follow the Operational Procedures with respect to Micro Purchases.

4.4 Small Purchases between \$2,001 to less or equal to \$100,000: The CO shall make procurements for small purchases in excess of \$2,001 but less than or equal to \$100,000, by following the procedures set forth in the Operational Procedures for Request For Quotations (“RFQs”). SNRHA’s policy is to award contracts to the offeror whose offer satisfies SNRHA’s best interest.

5. SEALED BIDS: This section applies to procurements greater than \$100,000 which are made using sealed bidding.

5.1 Conditions for Use: Sealed bidding is the preferred method for construction procurement and shall be used for all competitive procurements to obtain construction and equipment contracts exceeding the Small Purchase limitation and for procurements under the Capital Fund Program (“CFP”), or any construction related federal grant. Additionally, sealed bidding should not be used for professional service contracts. For contracts to be awarded based on sealed bidding the following conditions should be present:

(a) 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;

(b) The procurement lends itself to a firm fixed price contract; and

(c) The selection of the successful bidder can be made principally on the basis of price.

5.2 Rejection of Bids: SNRHA may reject any bid when it is in SNRHA’s best interest. Rejection of any bid during the evaluation process shall be made in accordance with the procedures detailed in the Operational Procedures. Additionally, SNRHA may reject any bid based on that contractor’s past performance (i.e., contract performance and/or quality of work), as long as SNRHA has adequate and appropriate documentation within the files justifying such action.

5.3 Solicitation: SNRHA will issue a written Invitation For Bids (“IFB”) to solicit bids for procurements made by sealed bidding. The CO shall follow the IFB solicitation procedures detailed in the Operational Procedures when issuing IFBs and amendments thereto.

5.4 IFB Amendments: SNRHA can amend an IFB at any time when SNRHA, in its discretion, deems the amendment necessary. The CO will comply with the IFB amendment procedures detailed in the Operational Procedures when amending an IFB.

5.5 IFB Cancellation: SNRHA may at its sole discretion cancel any IFB at any time when SNRHA has determined the cancellation necessary or in SNRHA’s best interest. SNRHA will comply with the IFB cancellation procedures detailed in the Operational Procedures when canceling an IFB.

5.6 Receipt of Bids: All bids received shall be time-stamped but not opened. SNRHA shall store the time stamped, unopened bids in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.

5.7 Bid Opening: 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 to the extent required by federal, state, and local law.

5.8 Contract Award: SNRHA's policy is to award sealed bid contracts to the responsible bidder whose bid's dollar value is the lowest overall and whose bid is responsive to the IFB. The CO shall follow the sealed bid contract award procedures detailed in the Operational Procedures. 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.

5.9 Mistakes in Bids:

(a) Before bid opening: The CO may permit correction or withdrawal of inadvertently erroneous bids, where appropriate, by the bidder's written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening.

(b) After bid opening: The CO may permit corrections in bids after bid opening only if the bidder can show by clear and convincing evidence that:

- (i) a mistake of a non-judgmental character was made;
- (ii) the nature of the mistake; and
- (iii) 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.

(c) All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the CO.

(d) After bid opening, no changes in bid prices or other provisions of bids shall be permitted, which are prejudicial to SNRHA's interests or fair competition.

5.10 Bonds: SNRHA's policy is to ensure that bidders will honor their bids, complete work as contracted, and pay subcontracts and suppliers by requiring bidders to post a bond or multiple bonds, if necessary, as detailed in the Operational Procedures.

6. COMPETITIVE PROPOSALS:

6.1 Conditions for Use: Competitive proposals (including turnkey proposals for development) are an acceptable alternative to sealed bidding for procurements that exceed the Small Purchase dollar amount when SNRHA determines that any of the following conditions exist:

(a) The contract requirements cannot be described specifically enough to permit the use of sealed bidding or the work is not definite enough to accurately estimate the total cost of the contract;

(b) The nature of the contract’s requirements is such that SNRHA needs to evaluate more than just price to be sure that the prospective contractor understands SNRHA’s needs and can successfully complete the contract, especially when contracting for professional services (e.g., legal, architect-engineer, accounting, etc.) where SNRHA needs specific expertise and experience; or

(c) The requested work lends itself to different approaches, e.g., proposals.

6.2 Solicitation: There are two types of competitive proposals: Request for Proposals (“RFP”) and Qualification Based Solicitation (“QBS”). Generally, competitive proposals shall be solicited using an RFP; however, a QBS may be used to solicit Architect/Engineer (“A/E”) Contracts or to select development partners for mixed-financed projects.

6.3 Request for Proposals:

(a) Solicitation: The CO shall issue a written RFP, which 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. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals.

(b) Evaluation: The CO shall establish a mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitations issued. The proposals shall only be evaluated on the criteria stated in the RFP. Respondents may not impose conditions or change requirements to suit the respondent’s own needs or desires; such an imposition or change no matter how minor may, in SNRHA’s sole discretion, result in SNRHA rejecting the proposal.

(c) Negotiations: Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The CO’s primary objective in negotiations is to maximize SNRHA’s ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. However, revealing one respondent’s price in an attempt to get another respondent to reduce its price is prohibited. 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. The CO will conduct all negotiations as detailed by the Operational Procedures.

(d) Award: After evaluation of the proposals, (or the final revised proposals if any), the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to SNRHA (the top-rated responsive and responsible proposer). SNRHA will provide timely notice of the award to all proposers as required by the Operational Procedures.

6.4 Architect/Engineer Services (Qualifications-Based Selection, QBS): Pursuant to NRS 625.530(3), 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. The CO will follow the QBS procedures in the Operational Procedures when conducting a QBS procurement.

7. NONCOMPETITIVE PROPOSALS:

7.1 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 SNRHA, 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.

7.2 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.

7.3 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 Section 10 below.

8. Procurement of Legal Services.

8.1 Methods of Procurement: SNRHA may choose, in its sole discretion, any method listed below that is reasonable based on the facts surrounding the particular situation to procure legal services.

(a) **Small Purchase Procedures.** If the relatively simple and informal small purchase methods are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(b) **Sealed Bids.** This method is normally not appropriate for securing legal services because sealed bidding does not permit SNRHA to consider other factors besides price (e.g., experience) when selecting a legal services contractor.

(c) **Competitive Proposals.** This method is generally preferred when procuring professional services because it allows for the consideration of technical quality or other factors (in addition to price) for securing services estimated to cost more than SNRHA's Small Purchase Dollar Amount.

(d) **Noncompetitive Proposals.** This method may only be used when the other methods of procurement are infeasible and the circumstances described in **2 CFR Part 200** are applicable (e.g., legal services are available from only a single source; public exigency or emergency for the requirements will not permit a delay resulting from competitive solicitation; after solicitation of a number of sources, competition is determined inadequate; or HUD authorizes the use of noncompetitive proposals).

8.2 Time and Materials Contracts: Legal services can be procured on an hourly basis using a time-and-materials contract (or sometimes referred to as a "labor-hour contract"). Under these contracts, the contractor's services are pre-priced (usually, in terms of hours) in the contract, and SNRHA orders services in unit amounts (e.g., hours) as needed until the funds in the contract are exhausted. SNRHA may use this type of contract only after the CO determines that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

8.3 Obtaining Legal Services by Procurement or Employment Methods: SNRHA may employ an attorney directly (e.g. in-house counsel), or SNRHA may enter into a procurement contract with an attorney or firm. The procurement of legal services shall follow the procedures outlined in paragraph 8.1 above. The employment of in-house counsel is not covered by 2 CFR Part 200. SNRHA's in-house counsel, if any, is ineligible to receive procurement contracts for legal services, because all services of SNRHA's in-house counsel would be part of his/her employment contract and cannot be procured separately. Where legal services are desired outside of the scope of services provided by SNRHA in house counsel, SNRHA may use one of the procurement procedures described in paragraph 8.1 above.

8.4 Contracts for Litigation Services:

(a) With the exception of litigation involving SNRHA acting as a section 8 private developer, SNRHA must submit to HUD Regional Counsel for prior written

concurrency any litigation service contract where the fee is expected to exceed \$100,000 with a private attorney involving an SNRHA program, project, or activity receiving loan, grant, or other subsidy assistance from HUD. Such contracts shall make provision for reasonable fees and reimbursement of necessary expenses. If additional funding or budget revision will be required to cover the cost of litigation services, SNRHA shall consult appropriate Field and Regional Offices staff. Contracts for litigation services must meet the requirements of the HUD Litigation Handbook 1530.1 REV-5 dated May 2004 (the "Litigation Handbook").

8.5 Headquarters Program Associate General Counsel Approval: No contract for attorney's fees for litigation services entered into by SNRHA, which calls for an estimated maximum price in excess of \$300,000 may be approved by the Regional Counsel without the prior concurrence of the Headquarters Program Associate General Counsel.

9. Employment Contracts.

9.1 Employment vs. Independent Contracts: There is a distinction between employing an individual (employment contracts), and contracting for independent services (independent service contract). Independent services contracts are procured and subject to this policy, while employment contracts are not.

9.2 Executive Directors: Executive Directors may be hired as SNRHA employees or may be retained under an independent services contract.

10. INDEPENDENT COST ESTIMATE; COST AND PRICE ANALYSIS:

10.1 Small Purchases: Before making an award of less than \$100,000 the CO must determine that the proposed price is fair and reasonable. For most small purchases a price analysis made as directed by the Operational Procedures is sufficient to make that determination. In small purchases for services or items of a non-commercial nature, the CO should determine whether a more detailed cost analysis as explained in this Section is needed.

10.2 Independent Cost Estimate: The CO will conduct an independent cost estimate ("ICE") for each procurement action above the small purchase threshold of \$100,000 pursuant to the procedures in the Operational Procedures. 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.

10.3 Cost and Price Analysis, General: A cost or price analysis shall be performed for all procurement actions, including contract modifications. The CO shall follow the procedures in the Operational Procedures when performing a cost and price analysis. SNRHA's policy is that the degree of analysis required shall depend on the facts and complexity surrounding each procurement action.

10.4 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 SNRHA (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 SNRHA 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.

10.5 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; SNRHA shall have a right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately.

10.6 Acceptable Costs/Profit: 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, SNRHA shall consider factors such as the (a) complexity and risk of the work involved; (b) the contractor's investment and productivity; (c) the amount of sub-contracting, (d) the quality of past performance, and (e) industry profit rates in the area for similar work.

10.7 Price Analysis: A comparison of prices shall be used in all cases other than those described in Paragraph 10.4 above.

11. CANCELLATIONS OF SOLICITATIONS:

11.1 Cancellation of Solicitation: The CO may cancel any RFQ, IFB, RFP, QBS, or any other solicitation at any time when deemed necessary or when otherwise determined to be in SNRHA's best interest.

11.2 Rejection of Bids/Proposals: The CO may cancel any solicitation and may reject any and/or all bids and/or proposals that have already been received at any time when deemed necessary or when otherwise determined to be in SNRHA's best interest.

11.3 Documentation of Cancellation: The CO shall document the reasons for cancellation in the procurement file as required by the Operational Procedures. The reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

11.4 Notice: 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.

11.5 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, SNRHA shall cancel the solicitation and either:

(a) Re-solicit using an RFP; or

(b) Complete the procurement by using the RFP method following Paragraphs 6.3(c) and 6.3(d) above (when more than one otherwise acceptable bid has been

received), or by using the noncompetitive proposals method and following paragraph 7.2 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 SNRHA's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

12. COOPERATIVE PURCHASING:

12.1 Intergovernmental Agreements: SNRHA 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 SNRHA and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions, including a "not to exceed" amount. SNRHA will attempt 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.

12.2 General Services Administration (GSA) Contracts: As pursuant to *HUD 7460.8 Chapter 14F Federal Supply Schedule Contracts*, General Services Administration (GSA) Contracts: The General Services Administration (GSA) within the Federal government awards a variety of contracts. Section 211 of the E-Government Act of 2002 only allows for the state and local government entities (including PHA's) to purchase from GSA Schedule 70, Information Technology and Consolidated (formerly Corporate Contracts) Schedule contracts containing IT SINs. No other schedule contracts are available to PHA's. In addition, PHAs may not purchase items from GSA schedule contractors on a noncompetitive basis. PHAs may solicit GSA contractors for prices for supplies and services when conducting competitive procurements, but they shall be considered only another potential source.

12.3 Workforce Investment Act (WIA) Procurement/Purchase Orders: SNRHA Purchasing Specialist will ensure that the procurement process adheres to all Workforce Connections' WIA Program policies for procurement (WIA 3.9 Procurement Rev 11/09) and financial regulations; following as well as our internal obligations for requisition approvals per existing policy.

All procurement requisitions for training received from WIA Grants; providers will be selected from the approved Workforce Connections Eligible Training Provider List (ETPL) as provided and available on Workforce Connections' website. No substitutions. Each requisition, prior to release of PO will be researched to validate if the service provider is an approved supplier of services and attached to SNRHA PO in support of the requirement for award.

Procurement of supplies, equipment or materials not covered by an existing Workforce Connections WIA provider will be quoted per WIA policy; combined with SNRHA procedures. Individual WIA Grant requisitions will be handled through Workforce Connections' WIA procurement policy and SNRHA internal system generated approval process. Procurement Specialist to follow all WIA, SNRHA guidelines, policies and procedures to include quote process, procurement/contract award, audit/inspection, payment and contracts records retention.

12.4 Outsourcing Services and/or Programs - Mandatory Clause for all SNRHA Solicitation when Outsourcing Full Responsibilities of Services and/or Programs: The SNRHA will include in all solicitations for outsourcing Executive Order 13495, “No displacement of Qualified Workers Under Service Contracts” signed by President Obama on January 2009, will be followed if any programs are outsource requiring that qualified workers on a Federal service contract who would otherwise lose their job as a result of the completion or expiration of a contract be given the right of first refusal for employment with the successor contractor. Generally, the successor contractor may not hire any new employees under the contract until this right of first refusal has been provided. The equal opportunity applies to a successor contract for the performance of the same or similar services at the same location.

13. CONTRACTOR QUALIFICATIONS AND DUTIES

13.1 Contractor Responsibility: SNRHA shall not award any contract until the prospective contractor (i.e., low responsive bidder or successful respondent) has been determined to be responsible. A responsible contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- (c) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- (d) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder’s/offeror’s existing commercial and governmental business commitments;
- (e) Have a satisfactory performance record;
- (f) Have a satisfactory record of integrity and business ethics; and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed LDP.

13.2 Evidence of Responsibility; It is incumbent upon prospective contractors to provide acceptable evidence of their ability to meet the requirements in Paragraph 13.1 above. Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase, or otherwise acquire the needed facilities, equipment, financing, personnel, or other resources.

13.3 Investigation: The CO should conduct an investigation to determine that a prospective contractor is responsible as detailed in the Operational Procedures. The breadth and depth of the investigation will depend upon:

- (a) The size and complexity of the contract;

(b) SNRHA's or the CO's degree of prior experience with the prospective contractor; and

(c) The extent and ease to which the CO can cancel the contract, and subsequently use a replacement contractor.

13.4 Necessary Evidence: The CO should only request, obtain, and review that information deemed necessary to determine the prospective contractor's responsibility. To determine responsibility, the CO may, in his/her sole discretion, use various investigation methods, as permitted in the Operational Procedures, to determine:

(a) Financial capability;

(b) Compliance with delivery and performance schedules;

(c) Performance record;

(d) Integrity and business ethics;

(e) Whether the prospective contractor has necessary organization experience, accounting and operational controls, and technical skills;

(f) Whether the prospective contractor has necessary production, construction, and technical equipment and facilities; and

(g) The prospective contractor's eligibility to receive an SNRHA contract.

13.5 Failure to Comply with the CO's Investigation: If the CO determines that the prospective contractor failed to reasonably comply with the CO's investigation to determine the prospective contractor's responsibility, then at its sole discretion, SNRHA may award the contract to another prospective contractor, or cancel the contract, in a manner consistent with this Policy and the Operational Procedures.

13.6 Responsible at Time of Award: The CO must determine that the prospective contractor is responsible at the time of award. The CO shall not award the contract to a non-responsible prospective contractor. The CO shall indicate to prospective contractors the time frame in which they are required to submit evidence of responsibility.

(a) For sealed bidding the prospective contractor must be responsible at the point where the low, responsive bidder has been determined. Prospective contractors may be afforded the opportunity to provide acceptable evidence of their ability to meet the stated requirements after bid opening in accordance with this Policy and Operational Procedures.

(b) For the competitive proposal method, the prospective contractor must be responsible after the successful respondent has been selected for award. Prospective contractors may be afforded the opportunity to provide acceptable evidence of their ability to meet the stated requirements after the respondent has been selected in accordance with this Policy and Operational Procedures.

13.7 Determination of Non-responsibility: With the exception of a finding that a prospective contractor is suspended or debarred under a HUD Limited Denial of Participation, a determination of non-responsibility will be a matter of the CO's sole discretion and judgment, given the preponderance of the evidence. The CO shall make the determination of non-responsibility and provide timely notice thereof in accordance with the Operational Procedures. Once a prospective contractor has been determined to be non-responsible, the CO may award the contract to another prospective contractor or cancel the solicitation.

13.8 Suspension and Debarment: Contracts shall not be awarded to debarred, suspended, or ineligible prospective contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect SNRHA in its business dealings.

(a) The Purchasing Manager shall ensure that the staff person preparing the contract shall, pursuant to the Operational Procedures, enter the prospective contractor's information into the applicable GSA website, print the resulting information and place the printout within the applicable contract file, and shall review the printout to confirm that the contractor is not listed on that site as debarred or suspended.

(b) Similarly, the Purchasing Manager shall ensure that the staff person preparing the contract shall, pursuant to the Operational Procedures, check the applicable HUD Limited Denial of Participation (LDP) website, print the resulting information and place the printout within the applicable contract file, and shall review the printout to confirm that the contractor is not listed on that site as having a limited denial of participation.

13.9 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.

14. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

14.1 Contract Types: Any type of contract which is appropriate to the procurement and which will promote SNRHA's best interests may be used, with the following exceptions:

(a) The cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited;

(b) A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy SNRHA'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); and

(c) 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.

(d) 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.

14.2 Options Contracts: SNRHA may include in its contracts options for additional quantities or performance periods as permitted under the Operational Procedures, provided that:

- (a) The option is contained in the solicitation;
- (b) The option is a unilateral right of SNRHA;
- (c) An unpriced option is considered a new procurement and therefore may not be used.
- (d) The option contract complies with the requirements of SNRHA's current ACC and does not exceed contract duration time as detailed in the Operational Procedures;
- (e) Options may not be exercised after the term of the contract has expired.
- (f) The contract states a limit on the additional quantities supplied by the option;
- (g) The options are evaluated as part of the initial competition;
- (h) The contract states the period within which the options may be exercised;
- (i) The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- (j) The options may be exercised only if determined to be more advantageous to SNRHA than conducting a new procurement.

14.3 Contract Clauses: All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. 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, and as required by the Operational Procedures. The Operational Procedures shall contain the text of all clauses and required certifications (such as required non-collusive affidavits) used by SNRHA.

14.4 Contract Administration: A contract administration system designed to ensure that contractors perform in accordance with their contracts shall be maintained and detailed in the Operational Procedures.

14.5 Contractor Inspection: SNRHA will inspect a contractor's supplies, services, and/or construction, as well as monitor the contractor's performance, status reporting on construction contracts and similar matters by following the procedures set forth for such inspections in the Operational Procedures.

14.6 Final Contractor Payment: SNRHA will make the final payment to the contractor by following the requirements set forth in the Operational Procedures concerning the final contractor payment and the closing of the contract. The Operational Procedures will reflect the following:

(a) 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;

(b) The contractor will have no more than 60 days from the receipt of the notice to respond with the required items;

(c) After the 60-day period SNRHA will advertise for 3 consecutive days its intent to close the contract;

(d) 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 SNRHA;

(e) After the end of the 30-day wait, SNRHA 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 SNRHA).

(f) Any funds remaining from that contract will be reprogrammed back into the respective budgets

(g) If the contractor fails to respond to or otherwise remedy the list of required items within 60 days, the contractor will be in material breach of the contract.

15. SPECIFICATIONS:

15.1 General: All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying SNRHA'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 17 below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

15.2 Limitation: The following specifications limitations shall be avoided:

(a) 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);

(b) Unnecessary bonding or experience requirements;

(c) Brand name specifications (unless a written determination is made that only the identified item will satisfy SNRHA's needs); and

(d) 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 SNRHA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

16. APPEALS AND REMEDIES:

16.1 General: It is SNRHA's policy to resolve all contractual issues informally without litigation. Neither the contractor nor SNRHA shall file a complaint with the Court or refer a dispute to HUD until all administrative remedies have been exhausted through SNRHA. When appropriate, SNRHA 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 SNRHA to review a complaint or protest.

16.2 Bid Protests: SNRHA shall receive and conduct all bid protests as detailed in the Operational Procedures. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals. 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.

16.3 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 SNRHA as detailed in the Operational Procedures.

17. SECTION 3 [Housing and Urban Development Act of 1968 (24 CFR 135)]

17.1 Please refer to the Southern Nevada Regional Housing Authority's Section 3 Plan.

18. ASSISTANCE TO SMALL AND OTHER BUSINESS.

18.1 Required Efforts: Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, SNRHA 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 SNRHA development are used when possible. Such efforts shall include, but shall not be limited to:

- (a) Including such firms, when qualified, on solicitation mailing lists;
- (b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- (c) Dividing total requirements, when permitted and economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- (f) Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the 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;
- (g) Including in contracts a clause, as described in 24 CFR 135; 9-1 requiring prime contractors, when subcontracting is anticipated, to take require the positive steps listed above in this section (a-f) with the subcontractors.

Goals may be established by SNRHA 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 SNRHA's prime contracts and subcontracting opportunities.

19. ETHICS IN PUBLIC CONTRACTING:

19.1 General: SNRHA shall adhere to the following code of conduct, consistent with the Operational Procedures and applicable federal, state, and local law.

19.2 Conflict of Interest: No employee, officer or agent of this SNRHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- (a) An employee, officer or agent involved in making the award;
- (b) His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, step-brother, step-sister, half brother, or half sister);
- (c) His/her partner; or,
- (d) An organization which employs, is negotiation to employ, or has an arrangement concerning prospective employment of any of the above.

19.3 Gratuities, Kickbacks, and Use of Confidential Information: SNRHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

19.4 Prohibition Against Contingent Fees: Contractors shall not retain a person to solicit or secure an SNRHA contract or a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

20. SELF CERTIFICATION:

20.1 Self-Certification: SNRHA self-certifies that this Procurement Policy and SNRHA's procurement system, comply with all applicable federal regulations, and as such SNRHA is exempt from prior HUD review and approval of individual procurement actions.

Attachment B1f

Grievance Procedure

A. Public Housing

- (i) The SNRHA has not established written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing².
- (ii) Residents or applicants to public housing may contact the following offices, to initiate the PHA grievance process:
 - PHA main administrative offices
 - PHA development management offices

B. Section 8 Tenant-Based Assistance

- (i) The SNRHA has established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982.
- (ii) Families are to submit their request for informal reviews or hearings to the SNRHA's Main Administrative Office.



SNRHA GRIEVANCE PROCEDURE SUMMARY

I. SNRHA GRIEVANCE PROCEDURE SUMMARY:

The Southern Nevada Regional Housing Authority (SNRHA) Grievance Procedure is available to all applicants and residents of the following SNRHA Housing Program:

- The SNRHA Conventional Public Housing Program
- Section 8 Housing Choice Voucher Program

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

II. DEFINITIONS:

For purposes of the SNRHA Grievance Procedure, the following definitions shall be applicable:

- A. Adverse Action** means a decision made by SNRHA to terminate or deny housing assistance to a family.
- B. Applicant** means a family who requests SNRHA housing assistance by submitting an application for housing to the following housing program:
- The SNRHA Conventional Public Housing Program
 - Section 8 Housing Choice Voucher Program
- C. Conventional Public Housing Program** means federally subsidized housing owned and managed by the SNRHA.
- D. Decision** means a written determination of a Grievance prepared by the SNRHA Hearing Representative.
- 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 SNRHA.
- G. Family** means the individual who is listed as the head of household on a SNRHA housing application and/or all persons listed as residents on a Public Housing Lease Agreement, or Section 8 Housing Voucher Program participant.



- H. Grievance** means a complaint submitted by a SNRHA applicant or public housing resident about a SNRHA 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, or Section 8 Housing Choice Voucher Program participant 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 SNRHA.
- K.** HUD means the Department of Housing and Urban Development.
- L.** Informal Hearing means an informal process conducted by the Hearing Representative 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 SNRHA 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 SNRHA Asset 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. SNRHA** means the Southern Nevada Regional Housing Authority.
- Q.** Participant means a family in the Section 8 Housing Choice Voucher Program that holds a valid voucher issued by the SNRHA; or Currently occupies a unit assisted under the Section 8 Program; or
- Continues to occupy an assisted unit after the SNRHA 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.

R. Asset Manager means the SNRHA employee who is responsible for the day-to-day operations of the public housing community that the Grievant resides in.

S. Resident means adult persons listed on a SNRHA public housing lease who live in a SNRHA 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.

T. Section 8 Housing Choice Voucher Program means federally assisted housing program administered through the SNRHA and where landlords own the units in the private sector.

U. Substandard Housing means a unit that is not livable according to HUD definition.

V. Unit means residential space for the private use of the family.

III. CONVENTIONAL PUBLIC HOUSING PROGRAM GRIEVANCE PROCEDURES

A. APPLICANTS:

Applicants who are determined ineligible for housing assistance by SNRHA are entitled to request and receive an informal review of that determination. The informal review will be conducted by the Hearing Representative or designated person selected by SNRHA, 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 SNRHA determination of ineligibility, SNRHA 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 SNRHA 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 of the ineligibility notification. The request for an informal review shall be submitted to:

**SNRHA Admissions Department
5390 E Flamingo Road
Las Vegas, NV 89122**

Upon receipt of the request, the Hearing Representative 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 SNRHA Hearing Representative 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 SNRHA 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 SNRHA 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

SNRHA 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 10 calendar days of the date of notification of ~~upon receiving~~ the denial of a preference.

Any person or persons designated by the SNRHA, 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 SNRHA Hearing Representative 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 Representative or his/her designee and shall clearly state the following:

- The date of the Informal Review Meeting.
- The names of the persons in attendance.
- The applicable policy and/or regulatory provisions.
- The decision.
- A statement advising that the Informal Review Decision is final and if the applicant believes that SNRHA 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
One Sansome St.
San Francisco, CA 94104
(800) 424-8590
(800) 424-8529 (TDD)**



B. RESIDENTS:

Residents of the Conventional Housing Program who are notified of a SNRHA 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 Asset 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 SNRHA management office with jurisdiction for the apartment in which the grievant resides within ten (10) calendar days. Upon receipt of the written Grievance from a resident, the Asset 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 Asset 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 Asset 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 Asset 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 five (5) business 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 formal hearing within ten (10) calendar days.

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 Representative 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 SNRHA.

a. Hearing Request:

A resident may request a formal hearing if the resident disputes any SNRHA action or failure to act involving the resident's lease or other SNRHA 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 Manager or SNRHA Central Office within ten (10) calendar days of the date of the written summary of the informal settlement meeting.

To submit the request for a formal hearing to SNRHA it must be delivered to:

**SNRHA Hearing Representative
340 N 11th Street
Las Vegas, NV 89101**

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 SNRHA 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 SNRHA action violates the resident's lease or other SNRHA rule or regulation, as well as the resident's rights, duties, welfare, or status.

Notwithstanding scheduling conflicts, the hearing shall be scheduled and conducted within ten (10) calendar days of the date the Hearing Representative 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 Representative, designated by the SNRHA. The hearing shall be governed by the following due process considerations:

A description of the issues and evidence presented.



Prior to the hearing, the Grievant shall be afforded the opportunity to review all related documentary evidence maintained by SNRHA and allowed to copy any documents in their file at a cost of \$1.00 per page starting with the first page. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/applicant. Requests for copies of documents must be submitted in writing and SNRHA will have four (4) days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payments must be by money order or cashier's check; or from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by SNRHA at the time of hearing.

The Grievant shall be afforded the right to be represented by counsel and/or to designate a representative.

The Grievant shall be afforded the right to confront and cross-examine all SNRHA witnesses on whose testimony or information the SNRHA rely and to present testimony and/or documentary evidence to support his/her position.

A prior determination on the same issue involving the same Grievant shall be binding on the Grievant and the SNRHA.

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 Representative 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 Representative 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 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 Representative is binding on the SNRHA unless:

A determination is made that the Grievance did not concern a SNRHA act or failure to act, or that it did not concern a SNRHA decision that adversely affected the Grievant's lease, rights, duties, welfare or status; or

A determination is made that the Hearing Representative's decision violates the requirements of the Annual Contributions Contract between SNRHA and HUD.

The decision of the Hearing Representative shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.

Hearing Decisions Regarding Eviction:

The decision of the Hearing Representative in favor of the grievant must specify which provision of the resident's lease, other rule, SNRHA policy, procedure, or regulation has been violated. The remedy granted by the Hearing Representative may not violate:

- Local, State, or Federal law;
- Resident's lease;
- SNRHA rules or regulations
- SNRHA Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to the SNRHA

When the Hearing Representative affirms the SNRHA decision to terminate the Grievant's tenancy, SNRHA 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 overrule the Hearing Representative's Decision.

In no event shall the notice to vacate be issued prior to the decision of the Hearing Representative 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 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 Representative within twenty-four (24) hours after service of the notice to request, that the procedure be expedited.

Attachment B1g

Homeownership

- (i) SNRHA currently administers homeownership programs under HUD-approved section 5(h) and 32 homeownership program [42 U.S.C. 1437c (h), as implemented by 24 CFR part 906]. SNRHA properties under this program are as follows:

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Sites 1b. Development (project) number: AMP 310 (NV39002026/NV39002031/NV39002032)
2. Federal Program authority: 5(h)
3. Application status: Approved; included in the PHA's Homeownership Plan/Program
4. Date Homeownership Plan/Program approved,: <u>(10/01/2001)</u>
5. Number of units affected: 93 (43+24+29) 6. Coverage of action: Total development

Public Housing Homeownership Activity Description (Complete one for each development)
1a. Development name: Scattered Sites 1b. Development (project) number: AMP 316 (NV39013016)
2. Federal Program authority: Section 32
3. Application status: Approved; included in the PHA's Homeownership Plan/Program
4. Date Homeownership Plan/Program approved: <u>(08/16/2007)</u>
5. Number of units affected: 56 6. Coverage of action: Partial development

- (ii). **Section 8 Tenant Based Assistance**
The SNRHA does administer a Section 8 Homeownership program pursuant to Section 8(y) of the S.H.A. of 1937, as implemented by 24 CFR part 982.

Attachment B1h

Community Service and Self Sufficiency Programs.

A. PHA Coordination with the Welfare (TANF) Agency

- (i) Cooperative agreements:
SNRHA may be entering into a cooperative agreement with the TANF Agency, to share information and/or target supportive services.
- (ii) SNRHA has coordinated the following efforts with the TANF agency:
 - a. Information sharing regarding mutual clients (for rent determinations and otherwise)

B. Services and programs offered to residents and participants

(i). Self-Sufficiency Policies

SNRHA employs the following policies, to enhance the economic and social self-sufficiency of assisted families:

- a. Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- b. reference/eligibility for public housing homeownership option participation
- c. Preference in requesting transfer to Otto Merida Desert Villas (also known as Honolulu Street Family) Development

(ii) Economic and Social self-sufficiency programs

SNRHA coordinates, promotes and provides the following programs to enhance the economic and social self-sufficiency of residents:

Services and Programs				
Program Name & Description (including location, if appropriate)	Est. Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (PH or HCV participants or both)
Transportation	180	As requested	Individual developments	PH
Youth Career Skills Training	130	Recruitment	Service Coordinator	BOTH
Dress for Success– to provide clothes for participants scheduled for job interviews	120	As requested	FSS Coordinators	BOTH
Continuing Education	55	As requested	FSS Program referral	BOTH
Debt Management	150	As requested	FSS Program referral	BOTH

Utility/Rental Assistance	200	As requested	FSS Program referral	Local Residents
Pro Bono Legal Services	15	As requested	Senior Law/Nevada Legal Services/Clark County Pro Bono/State Bar of NV Lawyers	BOTH
Health Services				

(iii) **Family Self Sufficiency program/s**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants As of 2017
Public Housing	346	87
Section 8	190	382

SNRHA has outlined in the most recent FSS Action Plan steps to achieve at least the minimum program size.

C. Welfare Benefit Reductions

- (i) SNRHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by:
- Adopting appropriate changes to the PHA’s public housing rent determination policies and train staff to carry out those policies
 - Actively notifying residents of new policy at times in addition to admission and reexamination.
 - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services



FAMILY SELF SUFFICIENCY

ACTION PLAN

Approved by SNRHA Board of Commissioners June 15, 2017

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Supportive Services Department

5390 E. Flamingo Road · Las Vegas, NV 89122

www.snrha.org

FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN

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PURPOSE:

The purpose of the US Department of Housing and Urban Development's (HUD) Family Self Sufficiency Program (FSS) is to promote the development of local strategies to coordinate the use of housing assistance with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. The Southern Nevada Regional Housing Authority's (SNRHA) FSS Program is designed to promote employment opportunities and increase asset building among families living in assisted housing. The three main features of the FSS Program are: (1) case management; (2) delivery of the services; (3) the creation of an escrow account.

SNRHA runs a combined Public Housing (PH) and HCV FSS program and there is one Action Plan governing both.

BENEFITS OF OPERATING A VOLUNTARY FSS PROGRAM:

An aggressive and innovative FSS program will yield numerous, positive benefits such as:

- A direct increase in the number of working families enrolled in the FSS program.
- An increase in earned income which directly results in a reduction of rent subsidy.
- Increase resident self-sufficiency through knowledge of community resources
- Increase families' earning capacity which will strengthen community

PROGRAM COORDINATING COMMITTEE (PCC):

The purpose of the SNRHA PCC is to ~~do~~ and provide resources to address the challenges of the FSS families SNRHA will have letters of agreement or will enter into Memorandums of Understanding (MOU) with community partners to provide services/resources to our participants.

PCC membership is composed of a cross section of service providers, sponsors of skills-based training, community partners, employers, FSS program participants and SNRHA staff. In alliance with HUD's requirement, SNRHA's PCC membership shall include the following:

- A Public Housing (PH) resident and a Housing Choice Voucher (HCV) participant who has currently or previously received public assistance and has successfully completed or is currently enrolled in a self-sufficiency or welfare-to-work related program and is in compliance with these program obligations;
- SNRHA FSS Coordinators;

SNRHA's PCC ~~do~~ includes:

- Local agency representatives which administer employment and training programs
- Representatives from area employers
- Representatives from private employment agencies
- Representatives from financial institutions
- Representatives from local post-secondary educational institutions
- Representatives from local welfare agency
- Child care providers
- Representatives from the non-profit sector
- All Onsite Service Providers (at least one representative from each provider)

CERTIFICATION OF COORDINATION:

The development and retention of viable, extensive partnerships with the public and private sector are paramount to the success of the FSS Program. SNRHA will coordinate and partner with entities e.g. the Department of Welfare and Social Services (DWSS), Workforce Innovations and Opportunities Act (WIOA) funded partners, College of Southern Nevada, etc.

GOALS AND OBJECTIVES:

SNRHA's Family Self-Sufficiency (FSS) program goals are to work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to obtain employment that pays a living wage, be free from government assistance and reduce barriers that would prevent self-sufficiency e.g. lack of educational credentials, transportation, child care, etc.

In order to obtain self-sufficiency, participating families are introduced to individualized case management where obstacles are identified so that suitable goals can be set. Appropriate services are then identified to promote successful attainment of these goals. Participants are encouraged to attend a number of self-help workshops and seminars coordinated by SNRHA.

Goals of the FSS Program are achieved through:

- One-on-one counseling with SNRHA FSS Coordinators to emphasize the importance of education and training to increase earning potential
- Career and personal case management by SNRHA FSS Coordinators and community partners to set realistic goals and timeframes
- Strategies that encourage employment, entrepreneurship, and homeownership
- Referrals to community support services
- Incentives and recognition for achievements (i.e. escrow savings account, achievement highlights in the agency newsletter and/or other communication tools)

PROGRAM MEASUREMENTS:

The FSS Program will measure the success of families who participate in the program and achieve self-sufficiency, or accomplish similar goals, by tracking:

- Family members who seek and maintain suitable employment defined as work reasonably related to an individual's skills, qualifications and training
- Family members who get higher paying jobs
- Family members who get a GED or higher educational degrees
- Family members who no longer receive welfare benefits

PROGRAM SIZE:

SNRHA will operate a minimum program size of up to 525, of which 99 slots are mandatory as of January 31, 2017; the others are voluntary. As the mandatory size decreases, the voluntary size will increase.

ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES:

The Housing Authority owns 2651 Public Housing units, has 323 Rental Assistance

Demonstration (RAD) units and administers 11,284 Housing Choice Vouchers which together provide housing assistance to over 35,000 residents. Of these numbers, the estimate of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resource are approximately 525.

The FSS Program is open to all adults, ages 18 and over, without regards to race, color, religion, sexual orientation, age, disability, familial status or national origin. SNRHA does not wish to operate a joint FSS program with other PHAs.

SUPPORTIVE SERVICES NEEDS:

The following represents some of the most needed supportive services for program participants:

- Education
 - High School Equivalency Test (HiSET) preparation
 - Postsecondary education preparation
 - English as a second language (ESL)
 - Computer training

- Life Skills
 - Domestic Violence awareness and prevention
 - Home management
 - Self-enrichment
 - Child care
 - Parenting and child development
 - Transportation

- Financial Literacy
 - Credit counseling
 - Budgeting
 - Asset building
 - Debt management
 - Homebuyer education

- Employment
 - Vocational training
 - Resume building
 - Effective job search
 - Interview skills and techniques
 - Job placement and retention

- Healthcare
 - Affordable health care
 - Social services
 - Addiction prevention

INCENTIVES TO ENCOURAGE PARTICIPATION

SNRHA offers many incentives to encourage FSS Program participation, including the following services:

- Individual case management

- Links to community resources
- Escrow account credits
- Homeownership opportunities

ASSURANCE OF NON-INTERFERENCE

The decision, by family, to participate or not in the FSS Program, will not affect their right to admission in the Public Housing or Housing Choice Voucher programs, or their right to occupancy in accordance with their lease.

FAMILY SELECTION PROCEDURES:

In accordance with applicable federal regulations, families are selected without regard to race, color, religion, sex, handicap, familial status or national origin. SNRHA observes all federal regulations related to FSS participation for all applicants.

The HOH must sign the COP before other family members can participate.

The program participant must be:

- A current SNRHA resident/participant, 18 years or older

SNRHA FSS Coordinators will use multiple methods to inform and recruit eligible program participants. Promotional materials are distributed to existing residents and to applicants who are near completion in the lease-up process. These materials include flyers, posters, FSS brochure, and interest form. These materials highlight program information and benefits.

Several other outreach methods will be used to encourage FSS Program participation:

- The FSS informational brochures and interest forms will be available in SNRHA lobbies, administrative offices, management offices and/or distributed upon request
- The FSS department may mail brochures, annually, to all eligible households
- FSS presentations may be conducted during any resident informational sessions
- FSS Orientation sessions are held twice a month; including at least one Saturday each quarter

The FSS application process is as follows:

- The HOH must submit an interest form
- FSS Coordinators will verify the status of the resident. • Eligible HOH will be invited and must attend an orientation session, if not; the family will be removed from the Interest List. The orientation sessions will be held at various times on at least two different days, per month
- During the orientation session, detailed program information will be shared to assist the HOH in making the decision to participate
- If the HOH decides to participate, a Pre-Assessment Form must be completed
- If the HOH decides not to participate, the family will be removed from the Interest List

The Pre-Assessment Form is a tool that will be used to establish a base level of need. It will be used for case management purposes only, to determine the participant's level of education, job skills, prior work experience, career interests and program readiness. It will not be used to screen-out any participant.

METHOD FOR IDENTIFICATION OF SUPPORTIVE SERVICE NEEDS:

The FSS Coordinator will provide ongoing coordination and encouragement to the FSS family. A critical factor in the provision of case management services is regular communication between the Coordinators and their assigned families. All newly enrolled participants are strongly encouraged to meet with their Coordinator monthly, for the first three (3) months and quarterly thereafter. Assessment of the participant's needs and their ongoing progress continues throughout the length of the FSS Contract of Participation (COP). Employment and career development plans are made based on the assessment.

CONTRACT OF PARTICIPATION

The COP will be discussed in detail with eligible family members, prior to being signed by the HOH. Other household members, 18 or older, may enroll in the FSS Program at any time. These household members will be required to work one-on-one with the FSS Coordinator to develop and sign their own Individual Training and Service Plan (ITSP).

The enrollment process is complete once the HOH and the FSS Coordinator sign the COP.

The COP must include:

- a. ITSP
- b. A list of interim goals, one of which must be that all family members receiving TANF, are off welfare assistance and remain independent for at least 12 consecutive months before the contract expires
- c. Final goals
- d. The "seek and maintain suitable employment" clause which includes employment, interviews, and other activities related to job search. A determination of suitable employment shall be made by SNRHA based on the skills, education, and job training of the HOH and based on the available job opportunities within the jurisdiction served by SNRHA
- e. Baseline information – annual income, earned income and Total Tenant Payment (TTP) for Public Housing residents / and 30% of monthly adjusted income for HCV participants

During the term of the COP, changes may be made to the ITSP within the first four years of the original contract date, or unless there is an approved reasonable accommodation.

- Changes to ITSP - The FSS Coordinator will assist the client with changes.
- Changes to designated HOH - PH Management or HCV Management staff will make the determination to accept or reject the proposed HOH change.

The FSS participant has a right to grieve any negative decision(s) and may appeal within ten (10) calendar days. The participant shall have the opportunity to present written or oral objections to the Director of Supportive Services.

Case Files

The FSS Coordinator will maintain a family case file for each FSS family. The file will contain the following documents:

- Contract of Participation
- ITSP(s)

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

- Interest form, FSS pre-assessment & assessment forms
- Escrow calculations and tracking forms
- Documentation of program participation
- Case notes detailing each contact with the participating family
- Extension and other related forms and letters
- Referral letters and other relevant correspondence
- Termination forms
- Other required forms, notices and correspondence

Escrow Account Management

Escrow accounts are to be maintained for each family who has earned escrow credits. The escrow calculation allocates monthly savings amounts for each family, based on increases in their rent due to increases in their earned income.

The annual or interim recertification exam determines when and how much change there will be to the Total Tenant Payment (the tenant's portion of the rent and utilities), which will then result in changes to the escrow accruals.

(Special Notice: HUD approved income exclusions will affect the FSS escrow account accruals.)

FSS escrow funds are combined and placed in a HUD-approved investment instruments. The interest paid on the actual investment will be credited to the individual FSS escrow accounts **annually**. The participant will receive an escrow statement annually. This statement will include the current monthly escrow credit along with the total escrow from beginning to ending balance and total interest accrual.

Interim Escrow Withdrawals

A HOH may be permitted to withdraw escrow funds for program and/or supportive services expenses such as completion of higher education, job training or start-up expenses for new business,¹ however, the participant must:

- Have exhausted all other resources
- Not owe a debt to SNRHA (unless the participant is current with a repayment agreement)
- Be in program compliance with both FSS and SNRHA
- Submit a written request and documentation of the need to the FSS Coordinator
- Have attended one FSS Support Group workshop within the last 6 months
- Be actively pursuing FSS goals
- Use the escrow funds for purposes of meeting ITSP goals only; otherwise the participant will be terminated from the FSS program
- Provide receipt(s) verifying expenditure(s)

All written requests for interim disbursements will be submitted to the Director of Supportive Services, after the FSS Coordinator and the Resident Program Coordinator (RPC) have reviewed the request, to determine the adequacy of documentation and the level of need. The Director of Supportive Services (DSS) has final approval.

The FSS Coordinator will inform the participant of the request results.

- If the request is approved, the interim escrow distribution check will be prepared within 10 business days.

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- Within 10 business days after the escrow funds are received; the participant must provide documentation/receipt(s).
- Failure to provide documentation/receipts, participant will be terminated from the FSS program.
- If the request is denied, the FSS Coordinator will mail, to the participant, a written notification stating the reason(s) for denial.
- There is no appeal process for interim disbursement requests

1 The withdrawal is limited to once during the life of the COP. The escrow withdrawal cannot exceed 20% of total escrow amount, except for homeownership expense, which cannot exceed 90% of total cannot escrow.

Program Extensions

Contract extensions may be approved, up to two years, for active FSS participants under the following conditions:

- The participant demonstrates active participation and progress in the FSS program;
- FSS Contract goals have not all been met, but can realistically be reached within the extension period;
- Goals which have not been met due to circumstance beyond the control of the participant – loss of employment, medical issues, death in the family, etc.
- More time is needed for the participant to be free from welfare cash assistance for 12 continuous months.

To request a program extension, the FSS participant must submit a written request to the FSS Coordinator. The written request must include the reason(s) for requesting the extension. To determine if an extension is warranted, the FSS Coordinator will review the request, program compliance and progress with the participant.

The FSS Coordinator will submit to the RPC, a written recommendation for review. The RPC will submit same to the DSS for final approval.

There is no grievance process available when an extension is denied.

Successful Completion of the Program

Successful completion of the FSS Program occurs at any time during the FSS COP, if the following conditions are met, and the participant:

- Has obtained suitable employment and achieved his/her personal goals stated on the FSS COP; and
 - SNRHA has certified that family members have not received welfare cash assistance during the previous twelve consecutive months;
- or -
- 30% of the family's monthly adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies.

FSS participants may successfully complete the program in less than the five-year COP term, if they have met all other requirements. Successful program graduates are not required to leave subsidized housing.

The full balance of escrow, less any outstanding debt to SNRHA, will be given to the HOH

within 30 days after the effective date of program completion.

There are no restrictions on the use of the escrow funds, and the U.S. Internal Revenue Service has ruled that these funds are not subject to federal income tax.

Participants who have successfully completed the FSS program are not eligible for re-enrollment.

PROGRAM TERMINATION:

Voluntary

Participation in the FSS Program is voluntary. Participants may withdraw from the program at any time. This request will be honored without penalty regarding the family's housing status. Should the HOH withdraw, the FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum twelve months unless otherwise approved by the DSS.

Involuntary

Reasons for involuntary termination from the FSS program include:

- ❖ Adverse loss of housing assistance
- ❖ Failure to fulfill responsibilities under the COP
- ❖ An act occurs that is inconsistent with the purpose of the FSS program

The FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum of twelve months unless otherwise approved by the DSS.

Mutual Consent

The HOH and the FSS Coordinator may mutually agree to terminate participation in the FSS Program. The FSS escrow account will be forfeited.

Grievance Procedure

In the event that the FSS Coordinator terminates a participant from the program, a termination letter will be mailed to the participant clearly stating the reason(s) for the decision. The participant will have ten (10) business days, from the date of the letter, to contact the Resident Program Coordinator (RPC) or designee.

Written decision notification from the RPC or designee shall be issued to the participant within ten (10) business days. If the participant does not agree with the decision of the RPC, they may request a review of the decision with the DSS.

If the participant does not agree with the decision of the DSS, they may request a hearing with the SNRHA Hearing Officer, according to guidelines established in the Admissions and Occupancy Policy (ACOP) for Public Housing residents or Administrative Plan for Housing Choice Voucher participants.

Portability

Port-ins from other FSS Programs will be welcomed into the SNRHA Family Self-Sufficiency

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Program, if open slots are available. If slots are not available, the family will be placed on the Interest Form List according to the date and time that the request was received. A new COP will be executed for the remaining time of the initial Contract.

CHANGES TO THE ACOP & ADMINISTRATIVE PLAN

SNRHA recognizes that the implementation of this FSS Action Plan is a dynamic process, which may need to incorporate changes/revisions to current policies and procedures to be an effective working tool for staff.

SNRHA will review HUD FSS regulations and PIH notices as needed, to ensure that the FSS Action Plan is consistent. Any necessary changes will be made to SNRHA policy as appropriate.

Southern Nevada Regional Housing Authority

Section 3 Policy





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INTRODUCTION

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because of a Section 3 covered project or activity, preference must be given to Section 3 Residents (see definition) or Section 3 business concerns (see definition).

This Section 3 Policy and the Forms included within intends to do the following:

- Sets forth the policy, goals, and preferences of the Southern Nevada Regional Housing Authority (herein referred to as “SNRHA” or the “HA” or the Housing Authority) in the administration of its Section 3 program, which is intended to ensure that employment and other economic opportunities generated by certain financial assistance provided by the U.S. Department of Housing and Urban Development (“HUD”) shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low- income persons, and to business concerns which provide economic opportunities to low- and very low-income persons;
- Summarizes the standards and procedures to be followed to ensure that the objectives of Section 3 are met that are set out in 24 CFR Part 135;
- Provides the requirements for contractors, vendors or subcontractors to follow; and
- Contains the forms that contractors, vendors, or subcontractors will require to demonstrate compliance.

For more information visit HUD’s website at:

<http://www.hud.gov/section3>

or visit SNRHA’s Vendor Center at:

<http://www.snrha.org/procurement.htm>



GENERAL POLICY STATEMENT AND PURPOSE

The Southern Nevada Regional Housing Authority (SNRHA) is committed to helping the residents move toward self-sufficiency by providing opportunities for training and employment. It is the policy of SNRHA of Las Vegas, NV to require its contractors, vendors and subcontractors to provide equal opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applications and existing employees are given fair and equal treatment. SNRHA implements this policy through the awarding of contracts to contractors, vendors, and suppliers to create employment and business opportunities for the residents of the Housing Authority (HA) and other qualified low and very-low income persons residing in Clark County Nevada.

The Section 3 Policy shall result in a reasonable level of success in the recruitment, employment, and utilization of SNRHA residents and other eligible persons and businesses by the contractors working on contracts partially or wholly funded with the United States Department of Urban Development (HUD) monies. The HA shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to SNRHA residents prior to acting on any proposed contract award. This is accomplished through the **Contractor's Initial Response** form that is submitted with their bid/proposal.

SNRHA fully embraces its obligations as defined under Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) which requires the SNRHA to guarantee that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons. The purpose of SNRHA's Section 3 Policy is to set clear expectations of our business partners to ensure compliance and more importantly, that the spirit of this program and this agency's philosophy are communicated and transparent to all those who work with SNRHA.



CONTRACTING POLICY

A. General Overview

This section outlines regulatory requirements and minimum standards of compliance this agency has set for recipients of Section 3 covered contracts through its contracting policy.

A Section 3 covered contract is a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 Covered Project. “Section 3 covered contracts” do not include contracts awarded under HUD’s procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). Contracts which are solely awarded for the purchase of supplies and materials also are not subject to Section 3 requirements. However, whenever a contract for materials includes the installation of the materials (labor component), the contract establishes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

B. Applicable Section 3 Funding Sources

Section 3 applies to the following types of Public and Indian Housing assistance:

- Public Housing Operating subsidies
- Public Housing Capital Funds for Development and Modernization;
- Hope VI Revitalization Grants;
- Neighborhood Stabilization Program (NSP);
- Resident Opportunities and Self-Sufficiency (ROSS) Grants;
- Family Self-Sufficiency (FSS) Grants; and
- Economic Stimulus Funding

In situations where multiple funding sources are utilized on a contract, Section 3 regulations in 24 CFR § 135.3 require that Section 3 be applied to the entire contract, notwithstanding the amount of covered assistance used.

24 CFR § 135.3 also stipulates that no thresholds apply to Section 3 covered public and Indian housing assistance. Therefore, these requirements apply to all contractors, vendors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by Section 3, regardless of the amount of the contract or the subcontract.



C. Numerical Goals for Contract Awards

The numerical goals set forth below apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. SNRHA and each of its contractors and subcontractors must demonstrate compliance with Section 3 requirements in this part by committing to award contracts to Section 3 business concerns or to persons who contract with those firms.

SNRHA'S contracting goals require that Section 3 business concerns receive at least:

- a) 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- b) 3% of the total dollar amount of all other Section 3 covered contracts.

These numeric goals apply to the entire amount of Section 3 covered assistance awarded to SNRHA in any calendar year; January 1st to December 31st. SNRHA's goals apply to the total dollar amount of each contract, task order, or purchase order where HUD monies are utilized.

SNRHA or its contractors may contract directly with a Section 3 business concern or contract with contractors that subcontract to a Section 3 business concern, in either case, SNRHA's preference is to give priority to the business concerns that employ Section 3 Residents from the property in which the work is being performed (Category 1 Resident) whenever possible.

Efforts shall be directed to award contracts to Section 3 business concerns and to businesses with a successful history of complying with Section 3 requirements.

All recipients of contracts that have a Section 3 Clause in them will be required to attend a mandatory meeting with the Section 3 Coordinator prior to the start of the contract. This meeting will be to discuss Section 3 compliance requirements and will provide the contractor with a thorough understanding of their obligations to Section 3.

D. Obtaining Section 3 Business Concern Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with SNRHA shall complete the **Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form**, which can be obtained from <http://www.snvrha.org/>, this policy, or the SNRHA Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.



This form, along with all supporting documentation, must be submitted to the Section 3 Coordinator for review at least 5 business days prior to the submission of bids or proposals. This time is needed for the individual review and processing of each request. If the request for Section 3 business concern preference is approved, the Section 3 Coordinator will award the contractor or vendor a certificate which will be valid for the entire calendar year in which the certification was awarded in. This certificate must be included in the initial bid/proposal package as well as all future bids/proposals submitted during the remainder of the calendar year in which Section 3 preference is being claimed.

SNRHA will accept the Section 3 Business Certificate produced collaboratively by the City of Las Vegas, City of Henderson, City of North Las Vegas and Clark County as proof of Section 3 status for a business claiming the procurement preference. This document must not be expired and must be presented in the bid/proposal package prior to deadline.

E. Preference in Awarding Contracts

Efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority:

- a) Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees (category 1 businesses);
- b) Business concerns that are 51% or more owned by residents of other housing developments or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees (category 2 businesses); or
- c) Business concerns that are 51% or more owned by Section 3 Residents, or whose permanent, full-time workforce includes no less than 30% Section 3 Residents (category 3 businesses), or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (a) and (b) of this section.

F. Bidding Preference in Awarding Contracts

In accordance with 24 CFR 135, SNRHA employs bidding preferences for responsive Section 3 business concerns for each competitive procurement method:

- a) *Small Purchase Price Based Solicitation*: Section 3 business concern shall receive award if quote is no more than 10% higher than the lowest responsive quotation.



- b) *Qualification Based Solicitation (QBS) and Request for Proposals (RFP)*: Section 3 business concern shall receive additional points during evaluation, between 15 and 25% of the total number of available points, as set forth in the solicitation.
- c) *Invitation for Bid Solicitation (IFB)*: Section 3 business concern shall receive award if that bid:

Bid Amount	x = lesser of
When the lowest responsible bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsible bid is:	
At least \$100,000, but less than \$200,000	9% of that bid or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid or \$25,000
At least \$500,000, but less than \$1,000,000	5% of that bid or \$40,000
At least \$1,000,000, but less than \$2,000,000	4% of that bid or \$60,000
At least \$2,000,000, but less than \$4,000,000	3% of that bid or \$80,000
At least \$4,000,000, but less than \$7,000,000	2% of that bid or \$105,000
\$7,000,000 or more	1.5% of the lowest responsive bid, with no dollar limit



Examples of SNRHA Efforts to Award Contracts to Section 3 Business Concerns

In accordance with 24 CFR 135, SNRHA will utilize the following methods to ensure that effort is made to award contracts to Section 3 business concerns:

1. Utilize procurement procedures that provide contracting preference for Section 3 business concerns for each applicable procurement method authorized in 24 CFR 85.36(d).
2. Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
3. In determining the responsibility of potential contractors, SNRHA considers the bidder's record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
4. Coordinate pre-bid meetings at which the Section 3 business concerns would be informed in detail of contract requirements and contracting opportunities.
5. Conduct workshops on SNRHA's contracting procedures to include bonding, insurance, and other pertinent requirements biannually in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
6. Where appropriate, SNRHA will consider breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
7. Contact area Chambers of Commerce, business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities.
8. Maintain a list of eligible Section 3 business concerns that are certified by SNRHA; review and credential business concerns no less than annually.
9. Participation in opportunities of the Contracting with Resident Owned Businesses Program provided under 24 CFR 963.
10. Utilize SNRHA's Section 3 Job Development Fund to develop resources, fund training and allowable business expenses to assist residents interested in starting their own businesses.



EMPLOYMENT & TRAINING GOALS

A. General Overview

This section outlines regulatory requirements and minimum standards of compliance this agency has set for recipients of Section 3 covered contracts and activities through its employment and training goals.

B. Tier I – Hiring of Section 3 Residents (preferred method of participation)

It is the policy of the SNRHA to utilize Section 3 Residents and Section 3 business concerns in contracts that are partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). SNRHA has established employment and training goals that contractors, vendors and subcontractors ~~must~~ ~~should~~ meet in order to comply with Section 3 requirements.

Contractors, vendors and subcontractors who receive a Section 3 covered contract from SNRHA which includes a labor component are in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR part 135.30. Simply stated, when additional personnel are needed to start or complete the contract, contractors, vendors, and subcontractors must demonstrate compliance by employing Section 3 Residents as 30% of the aggregate number of new hires. New hires are defined as full-time employees hired for permanent, temporary, or seasonal employment. Building trades personnel are considered to be new hires at the start of each construction project.

C. Priority of Hiring

The Section 3 Regulations, at 24 CFR part 135, require that, in public housing programs compliance efforts shall be directed to provide training and employment opportunities to Section 3 Residents in the following order of priority:

1. Residents of the development or developments where the covered assistance is expended (category 1 residents).
2. Residents of other developments and programs managed by SNRHA (category 2 residents).
3. Participants in DOL's Youthbuild Program in Las Vegas, NV (category 3 residents).
4. Other Section 3 Residents to include all other low- and very low-income persons within Clark County, NV.

If a new hire is needed, the contractor will complete and submit **Form 3 - Intent to Hire** to the Section 3 Coordinator. Upon receipt of this form a number of applicable resumes will be returned to the contractor. In situations where a new hire is needed, a contractor will not be required to hire persons who are not qualified for the job. However, the Section 3 Coordinator must be notified first of ALL new



employment opportunities and subsequently must be given a chance to locate qualified Section 3 Residents to at a minimum, interview for the position.

When hiring, contractors are expected to track and provide detailed notes on their progress in filling a position. These notes must at a minimum track attempts to contact the resident, the results of the contact and stages of hiring, including but not limited to application, interview, offer and employer due diligence. This tracking is required to be submitted when a contractor is requesting certification of their efforts to hire non-Section 3 Residents from Clark County. A contractor must obtain clearance that sufficient effort has been made in each priority before the Section 3 Coordinator will approve the contractor to hire any new employee outside of the Section 3 Job Bank.

It is the responsibility of the contractors, subcontractors and vendors to implement progressive efforts to attain Section 3 compliance. Any contractor, vendor, or subcontractor that does not meet the Section 3 numerical goals must demonstrate why meeting this goal was not feasible.

D. Tier II - Additional Section 3 Opportunities to Consider

If a contractor, vendor, or subcontractor does not have a need to hire full-time employees, it may provide other opportunities with approval from the Section 3 Coordinator, such as:

1. Internships – the vendor may provide youth and/or adult internship or apprenticeship opportunities for SNRHA residents.
2. Part-Time Employment - vendors may provide part-time work for Section 3 Residents.
3. Training – vendors may provide paid training opportunities for Section 3 Residents (especially on-the-job training). Opportunities should fall under one or more of the following categories:
 - (a) Employment skills – Applied training courses that result in certificate, such as forklift operation or truck driving training;
 - (b) Licensing or Certifications – Sponsor cost of training and exams fees for resident employee;
 - (c) Business development – Entrepreneurship and small business training course fees for resident employee.



Examples of SNRHA Efforts to Offer Training and Employment Opportunities to Section 3 Residents

In accordance with 24 CFR 135, SNRHA will utilize the following methods to ensure that effort is made to offer training, employment and other economic opportunities to Section 3 residents:

1. Advertising training and employment opportunities by distributing flyers and posting opportunities where the work is to be performed, in common areas of the Housing Authority and through Resident Program staff.
2. When appropriate, sponsoring job fairs or job information meetings with Housing Authority and/or contractor representatives.
3. Meeting with Resident Councils to educate and enable these representatives to assist fellow residents in applying for Section 3 programs.
4. Maintain a Job Bank of qualified residents to refer to future HA and contractor opportunities.
5. Undertake informational and counseling sessions for residents to assist them in obtaining employment.
6. Employ Section 3 Residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance.
7. Incorporating specific hiring requirements into contracts funded with section 3 covered assistance.
8. Assigning staff to function as a job coordinator to assist in training and employment placement for Housing Authority and contractor positions.
9. Facilitate a Job Development Fund for qualified residents seeking financial assistance with pre- vocational work needs, training and business expenses.



PROGRAM MONITORING

A. Program Monitoring

It is the desire of SNRHA to encourage its contractors, vendors and subcontractors to achieve success with Section 3 in a timely fashion. The SNRHA requires contractors, subcontractors and vendors to implement progressive efforts to comply with Section 3. The Section 3 Coordinator will monitor and evaluate contractor compliance with established employment, training and resident hiring goals. Each contractor will be monitored based on their confirmed **Initial Response Form** which was submitted in the bid or proposal package and reiterated in the mandatory Section 3 Meeting prior to contract execution.



B. HUD Reporting

Contractors, vendors and subcontractors will be required to submit **Employment Summary Reports** at the end of each contract and/or at the end of each calendar year if their contract overlaps calendar years. Failure to comply with reporting requirements will be included in a contractor's record of compliance and will affect future eligibility to receive awards from SNRHA.



DEFINITIONS

The applicable definitions for SNRHA's Section 3 program are the same as those set out in HUD's regulations at 24 CFR 135. Some of the more relevant terms utilized regularly in SNRHA's administration of the policy are:

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Low-income person. See the definition of "section 3 resident" in this section.



New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for “section 3 covered projects,” as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

Section 3 clause means the contract provisions set forth in §135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;
(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;
(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
(ii) Housing construction; or
(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered



assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See §135.40.

Section 3 resident means: (1) A public housing resident; or
(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.



Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of “section 3 resident” in this section.

Youthbuild programs. See the definition of “HUD Youthbuild programs” in this section.
[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]



SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause), including those used to encumber subcontractors of SNRHA's prime contractors:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



SECTION 3 CONTRACTOR FORMS

The first form is optional and to be used if applying for Section 3 business concern preference. The second form should be submitted with your bid/proposal packet. Forms 3 and 4 will be submitted if there is a need to hire during your contract period with SNRHA. Form 5 MUST be submitted at the end of the contract and/or calendar year regardless if there is a need to hire or not.

Form 1 - CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY. This form is required ONLY if Section 3 Business Concern Preference is being sought. This completed form and all applicable supporting documentation must be submitted to the Section 3 Coordinator no later than 5 business days prior to the bidding deadline if Section 3 Business Concern preference is being requested.

Form 2 - SECTION 3 – CONTRACTOR INITIAL RESPONSE. This form should be fully completed, signed, and turned in with proposal.

Form 3 – INTENT TO HIRE. If contractor has a need to hire, this form will be completed and returned to the Section 3 Coordinator to start the Section 3 Resident hiring process.

Form 4 – EMPLOYEE PLACEMENT REPORT. If a contractor hires one (or more) Section 3 Resident(s), this form will be completed and returned to the Section 3 Coordinator with information regarding the resident’s employment. This form will also be used when a Section 3 Resident is terminated by the contractor for whatever reason.

Form 5 – EMPLOYMENT SUMMARY REPORT. This form is required by all contractors at the end of each contract and at the end of each calendar year if their contract overlaps calendar years. Failure to comply with this HUD reporting requirement will be included in a contractor’s record of compliance and will affect future eligibility to receive awards from SNRHA.



**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

FOR BUSINESS CLAIMING STATUS AS A SECTION 3 RESIDENT-OWNED ENTERPRISE

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

FOR BUSINESS CLAIMING SECTION 3 STATUS BY SUBCONTRACTING 25% OF THE DOLLAR AWARDED TO QUALIFIED SECTION 3 BUSINESS (ES)

- List of subcontracted Section 3 business and subcontract amount
- Copy of certification from City of Las Vegas or Clark County

FOR BUSINESS CLAIMING SECTION 3 STATUS BY CLAIMING AT LEAST 30% OF THEIR WORKFORCE ARE CURRENTLY SECTION 3 RESIDENTS OR WERE SECTION 3 ELIGIBLE RESIDENTS WITHIN 3 YEARS OF DATE OF FIRST EMPLOYMENT WITH THE BUSINESS

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

EVIDENCE OF ABILITY TO PERFORM SUCCESSFULLY UNDER THE TERMS AND CONDITIONS OF THE PROPOSED CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Corporate Seal

Authorizing Name and Signature

Notary

Title

My term expires: _____



SECTION 3 – CONTRACTOR INITIAL RESPONSE

Contractor Information

Company Name (Contractor)

Contact Person

Address

City

State

Zip Code

Phone

Fax

E-mail

Section 3 Commitment

To meet the requirements of Section 3 of the Housing Act of 1968 [12 U.S.C. 1701u], as amended, the terms of the contract, and pursuant to Southern Nevada Regional Housing Authority’s (SNRHA’s) Section 3 Policy, please answer the following questions;

- Do you expect to create any new full time employment opportunities during the period while under contract with SNRHA? _____
- If **yes**, of the full time employment opportunities that are created, how many will result in the direct hiring of Section 3 eligible SNRHA’s Public Housing residents, Housing Choice Voucher participants and/or low income persons within Clark County (determined by HUD’s criteria for low income)? _____
- If **no**, what is your plan to create other employment and training opportunities in order to comply with Section 3 requirements?

Upon award of the contract, the contractor will meet with SNRHA to develop the Section 3 Plan specific to the contract, including scheduled progress and compliance deadlines.

Signature

Date



Intent to Hire Form

Employer Information

Company: _____ **Contact:** _____

Address: _____

City, State *Zip*

Phone: _____ **Fax:** _____

Email: _____

Position Information

Job Title of Opening: _____

How Many Openings: _____

Part Time Full Time Permanent Temporary
 Replacement New Position Hourly Exempt

Proposed Starting Salary: \$ _____

Job Category: _____

Proposed Start Date: _____

Projected End Date: _____

Special Requirements i.e. Licenses, Certifications, etc.

____ OSHA 10 ____ CDL License
 ____ Guard Card ____ Heavy Equipment Operator
 ____ TAM Card ____ Other: _____

Job Function / Desired Skills:

Essential	

Preferred	



Any Additional Skills Required:

Screening Criteria: (Please note any specific qualifying or disqualifying factors)

Education: HS / GED Required? Y / N Bachelors Required? Y / N

Criminal Background OK? Y / N NV Driver's License Required? Y / N

Other: _____

Referrals

Employer Preference:

- All SNRHA Section 3 Participants
- All applicants in category
- Pre-screened applicants

Preferred Delivery Method:

- Fax: _____
- Email: _____
- Hard Copies Mailed: _____

Verification of Hire

Date Offer Extended: _____

SNRHA Section 3 Participant Hired? Y / N

Other Section 3 Certified Participant Hired? Y / N

Employee Placement Report Received? Y / N

Section 3 Congratulations Letter Sent? Y / N

Expected Staff Hours to be completed by New Hire: _____



Section 3 Program

(702) 922-7204 / Fax (702) 851-0935

Employee Placement Report

Section 3 Hire Information

Company Name: _____

Address: _____

Section 3 Employee Name: _____

Hire Date: _____

Placement Start Date: _____ Placement End Date: _____

Section 1: Employment Information

Job Title: _____ Hourly Wage: _____

Project/Contract Name: _____

Work Location Address: _____

Section 2: Benefit Information- Check all that Apply

401K Life Insurance Uniform Furnished

Vacation Leave Sick / Disability Leave Other _____

Section 3: Contact Person or Supervisor for Section 3 Employee

Name: _____ Phone: _____

Email: _____ Fax: _____

Comments: _____



Contractor Employment Summary Report: _____

Contractor Information

Company Name :	
Please Circle One: General Contractor or Subcontractor	
Company Contact :	Phone :
Email :	Fax :

Employment Information

Job Category	New Hires During Reporting Period	New Hires from Section 3 During Reporting Period	Number of Section 3 Residents Trained
Officers/Supervisors			
Professionals			
Technicians			
Office/Clerical			
Trade : Helper			
Trade : Apprentice			
Trade : Journeyman			
Other :			

Please indicate the number of ANY new hires during the reporting period in the 1st column, how many of those were Section 3 in column 2. The 3rd column is only to be used if you paid for a Section 3 resident or hire to obtain and receive vocational training.

Efforts to Hire Section 3 Residents: _____

Attachment B1i

Safety and Crime Prevention

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

- (i) SNRHA has the need for measures to ensure the safety of public housing residents for the following reasons:
 - a. High incidence of violent and/or drug-related crime in some or all of the PHA's developments
 - b. People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime

- (ii) The PHA used the following information to determine the need for actions to improve safety of residents:
 - Analysis of crime statistics over time for crimes committed “in and around” public housing authority
 - Resident reports
 - Police reports
 - Daily Activity Reports provided by contracted on site security

- (iii). The following developments are most affected:
Sherman Gardens, Villa Capri, Sherman Gardens Annex, Marble Manor,

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

- (i). The SNRHA has undertaken or plans to undertake the following crime prevention activities:
 - Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities
 - Crime Prevention Through Environmental Design
 - Activities targeted to at-risk youth, adults, or seniors
 - Volunteer Resident Patrol/Block Watchers Program
 - Coordination efforts with other multi-family complexes to share information regarding evicted tenants
 - Safe Village Initiative at Sherman Garden Annex, Sherman Gardens, Villa Capri, and Marble Manor
 - Certification of staff in the Crime Free Communities protocol

- (ii). The following developments are most affected:
Sherman Gardens, Villa Capri, Sherman Gardens Annex, Marble Manor,

C. Coordination between PHA and the police

Safety and Crime Prevention

- (i). SNRHA has the following coordination efforts between and the appropriate police precincts for carrying out crime prevention measures and activities:
- Police provide crime data to housing authority staff for analysis and action
 - Police regularly testify in and otherwise support eviction cases
 - Police regularly meet with the PHA management and residents
- (ii). The following developments are most affected? (list below)
Sherman Gardens, Villa Capri, Sherman Gardens Annex, Marble Manor.

Attachment B1j

Pet Policy

The SNRHA has implemented a policy regarding the ownership of pets in the public housing developments. The policy outlines deposits, acceptable size and weight and number of pets per household. The policy also provides for those residents who have animals as a result of a Reasonable Accommodations based on handicap or disability.



Chapter 10

PET POLICY

[24 CFR 5.309]

INTRODUCTION

This chapter explains the SNRHA'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 SNRHA 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 SNRHA.

The purpose of this policy is to establish the SNRHA'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 SNRHA.

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 SNRHA Pet Deposits, Fees, and Restrictions do not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), SNRHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in SNRHA owned properties.

A common household pet, for the purposes of SNRHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own up to two pets as defined in this policy. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.



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 SNRHA with the means to verify that:

That there is a person with disabilities in the household; and

That if the animal is needed because of the person’s disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the SNRHA management. The pet owner must enter into a Pet Agreement with the SNRHA; pay the pet deposit as follows:

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	\$200
Cat	\$200
Fish Aquarium	\$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	\$0
Caged pets (birds, gerbils, hamsters)	\$50.00

See Sections D and E following for other management requirements.

B. STANDARDS FOR PETS

Pet rules as outlined below will not be applied to animals that assist persons with disabilities except for 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 which will 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: 30 pounds
Maximum height: 20" at shoulder at full growth
Must be spayed or neutered and housebroken
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. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
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:

Exotic pets or barnyard animals are prohibited. Exception may be made for certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets.)

Animals who would be allowed to produce offspring for sale

Wild animals, feral animals, and any other animals that are not amenable 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 30 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 SNRHA.

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 SNRHA 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 SNRHA 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 SNRHA 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 SNRHA 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 SNRHA 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 SNRHA 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 SNRHA 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

SNRHA requires a refundable pet deposit of \$200 for dogs and cats subject to charges for pet associated damage.

SNRHA requires a non-refundable pet fee for dogs of \$50 annually to defray the cost of providing pet waste receptacles and equipment as well as pet waste clean-up costs associated with the overall upkeep of the community. Residents are expected to properly dispose of pet waste.

SNRHA 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.

SNRHA will allow gradual payment of the pet fee in accordance with the following:

- An initial payment of \$10.00 due by the effective date of the annual recertification and up to four additional installments of \$10.00.

The SNRHA reserves the right to change or increase the required deposit by amendment to these rules.

The SNRHA 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. Pet fees are non-refundable.



The SNRHA 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 SNRHA 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 SNRHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the SNRHA as a result of damages directly attributable to the presence of the pet in the community 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 community.

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 \$25 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 SNRHA, 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 SNRHA 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 SNRHA 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 SNRHA after reasonable efforts cannot contact the responsible party, the SNRHA 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 SNRHA will take all necessary steps to insure that 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 SNRHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner. Pets that become vicious, display aggressive behavior are subject to referral to appropriate State or Local agency.

Attachment B1k

Asset Management

SNRHA is engaging in activities that will contribute to the long-term asset management of its public housing stock, including planning for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs. Examples of these activities include:

- Development-based accounting
- Generally maintenance activities are decentralized

Attachment B11

Substantial Deviation and Significant Amendment/Modification

SUBSTANTIAL DEVIATION” AND SIGNIFICANT AMENDMENT OR MODIFICATION

The Code of Federal Regulations (CFR) at 24 CFR Part 903, Section 7, Public Housing Agency Plan; Final Rule issued on October 21, 1999 is very specific with respect to the information a PHA must provide in its Annual Plan. Part 903 Section 7 I (2) states that a PHA must identify the basic criteria the PHA will use for determining:

- a. A substantial deviation from its Five-Year Plan; and
- b. A significant amendment or modification to its Five-Year Plan and Annual Plan.

Notice PIH 99-51 states that PHAs must define the terms “Substantial Deviation” and “Significant Amendment or Modification” by stating the basic criteria for such definitions in an annual plan that has met full public process and Resident Advisory Board Review.

The Southern Nevada Regional Housing Authority considers the following actions to be Significant Amendments or Modifications:

1. Significant changes to rent or admissions policies or organization of the waiting list with the exception of Federally declared disasters.
2. Additions of non-emergency work items (items not included in the current Annual Statement, Five-Year Action Plan, or Physical Needs Assessment) or change in use of replacement reserve funds under the Capital Fund;
3. Any change with regard to demolition or disposition, designation, Homeownership program or conversion activities.

Furthermore, the Southern Nevada Regional Housing Authority considers the following actions to be excluded from Significant Amendment or Modifications:

1. The decision to convert to either Project Based Rental Assistance (PBRA) or Project Based Voucher (PBV) Assistance.
 - a. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds
 - b. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
 - c. Changes to the financing structure for each approved RAD conversion.

Any substantial deviation from the Mission Statement and/or Goals and Objectives presented in the Five-Year Plan that cause changes in the services provided to residents or significant changes to the Agency’s financial situation will be documented in subsequent Agency Plans.

An exception to this definition will be made for any of the above that are adopted to reflect changes in Federal Law or HUD regulatory requirements; such changes will not be considered significant amendments.

Attachment B2a

Hope VI or Choice Neighborhoods (CNI)

SNRHA has not received a HOPE VI revitalization grant however; our agency is planning to apply for a HOPE VI Revitalization or CNI grant in the Plan year for the following:

- Ernie Cragin Terrace **AMP 305** (NV 209 - **vacant lot**)
- Ernie Cragin Terrace **AMP 305** (NV 210 - **vacant lot**)
- Ernie Cragin Terrace **AMP 305** (NV 213 - **vacant lot**)
- Sherman Gardens Annex **AMP 408** (NV206a)
- Sherman Gardens **AMP 408** (NV214)
- Villa Capri **AMP 408** (NV 215)
- Rose Gardens **AMP 403** (NV 703) (Received a CNI Planning Grant in 2015)

Attachment B2b

Demolition and/or Disposition

As a result of the Authority’s extensive redevelopment activities, several of the Authority’s family developments are included as considerations for demolition and/or disposition. It is not expected that all developments be demolished or disposed of, however, revitalization efforts continue to increase and any of all remaining family developments may be considered during the fiscal year. The SNRHA is considering all Public Housing Properties for Demolition or Disposition through Mixed Finance or Conversion under the Rental Assistance Demonstration Program. Landsman Gardens – NV018013003 and Biegger Estates – NV018013406 have been disposed as part of the Rental Assistance Demonstration (RAD) Program process. Vera Johnson B – NV018002411 originally disposed as part of the Mixed Finance has converted under RAD Program process. Rose Gardens – NV018007403 and Espinoza Terrace NV018007404 to be disposed as part of the RAD Program Conversion. Vera Johnson Manor “A” - NV018002406 is to be disposed as part of the Mixed Finance process. Additional in 2015 SNRHA submitted a RAD Portfolio Application for the majority of its properties as indicated below.

SNRHA has submitted or will be submitting Demolition/Disposition application for the following public housing properties:

Demolition/Disposition Activity Description
1a. Development name: Vera Johnson B
1b. Development (project) number: AMP 410 (NV39P002022b)
2. Activity type: Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance (M-F) process
3. Application status: M-F and RAD Applications Approved
4. Date application planned for submission: 2014
5. Number of units affected: 112
6. Coverage of action: Total AMP
7. Timeline for activity: Projected start date: 2015 - Projected end date: 2016

Demolition/Disposition Activity Description
1a. Development name: Sherman Annex /Marble Annex/Sherman Gardens/ Villa Capri
1b. Development (project) number: AMP 408 (NV39P002006a/203b/214/215)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Planned application
4. Date application planned for submission: TBD
5. Number of units affected: 314 (154+20+82+60)
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBD- Projected end date: TBD

Demolition/Disposition Activity Description
1a. Development name: Rose Gardens
1b. Development (project) number: AMP 403 (former AMP 320) (NV39P007003)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: RAD Application Approved
4. Date application planned for submission: 2015
5. Number of units affected: 120
6. Coverage of action: Partial AMP
7. Timeline for activity: Projected start date: 2016 - Projected end date: 2018

Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development name: Biegger Estates
1b. Development (project) number: AMP 406 (NV39P013008)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program
3. Application status: RAD Application Approved
4. Date application planned for submission: 2015
5. Number of units affected: 119
6. Coverage of action: Partial AMP
7. Timeline for activity: Projected start date: 2016 Projected end date: 2017

Demolition/Disposition Activity Description
1a. Development name: Archie Grant
1b. Development (project) number: AMP 401 (NV39P002005)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 125 [RAD Application affects 59 units]
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Marion Bennett Plaza
1b. Development (project) number: AMP 413 (NV39P018316)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 65
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Lubertha Johnson
1b. Development (project) number: AMP 401 (NV39P0181321)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 112
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development name: James Down Towers
1b. Development (project) number: AMP 402 (NV39P002012)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 2nd Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 200
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Sartini Plaza
1b. Development (project) number: AMP 402 (NV39P002021)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 220
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Sartini Plaza Annex
1b. Development (project) number: AMP 402 (NV39P002046)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 39
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Harry Levy Gardens
1b. Development (project) number: AMP 403 (NV39P002008)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 2nd Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 150
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development name: Aida Brents
1b. Development (project) number: AMP 403 (NV39P002024)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 2nd Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 24
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Espinoza Terrace
1b. Development (project) number: AMP 404 (NV39P013002)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 100
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Hampton Court
1b. Development (project) number: AMP 404 (NV39P013005)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 2nd Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 100
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Schaffer Heights
1b. Development (project) number: AMP 404 (NV39P013009)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 2nd Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 75
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development name: Otto Merida Desert Villas
1b. Development (project) number: AMP 405 (NV39P002048)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 60
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Simmons Manor
1b. Development (project) number: AMP 406 (NV39P013020)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 2nd Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 61
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Ernie Cragin Terrace
1b. Development (project) number: AMP 406 (NV39P002004b)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 40
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Vera Johnson A
1b. Development (project) number: AMP 412 (NV39P002022a)
2. Activity type: Demolition and/or Disposition through Mixed Finance process
3. Application status: Mixed Finance Application Approved
4. Date application planned for submission: 2016
5. Number of units affected: 76
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: 2017 Projected end date: 2018

Demolition/Disposition Activity Description
1a. Development name: Hullum Homes

Demolition and/or Disposition

1b. Development (project) number: AMP 407 (NV39P013007)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 59
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Jones Gardens
1b. Development (project) number: AMP 407 (NV39P013010)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 90
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Marble Manor
1b. Development (project) number: AMP 407 (NV39P002001/02/03a/04a)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: TBA
4. Date application planned for submission: TBA
5. Number of units affected: 235
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Marble Manor Annex
1b. Development (project) number: AMP 408 (NV39P002003b)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: TBA
4. Date application planned for submission: TBA
5. Number of units affected: 20
6. Coverage of action: Partial AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites-Henderson

Demolition and/or Disposition

1b. Development (project) number: AMP 409 (NV39P013016)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: TBA
4. Date application planned for submission: TBA
5. Number of units affected: 31
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites
1b. Development (project) number: AMP 409 (NV39P013016)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: TBA
4. Date application planned for submission: TBA
5. Number of units affected: 99 + 31
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites
1b. Development (project) number: AMP 409 (NV39P002046)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: TBA
4. Date application planned for submission: TBA
5. Number of units affected: 155
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites
1b. Development (project) number: AMP 409 (NV39P002047)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: TBA
4. Date application planned for submission: TBA
5. Number of units affected: 7
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Attachment B2c

Designation of Housing for Elderly and Disabled Families

The SNRHA submitted to HUD on November 15, 2013 an Amendment to the Designated Housing Plan by proposing to designate 16 units as elderly and 49 units as mixed (elderly and disabled families only) at Bennett Plaza, representing a 5.3% change in the number of designated units. Details of the revised Plan are noted below:

Elderly Population Designation

Development Name	Development Number	Bedroom Type			Total Units Designated	Total Units in Development
		0-BR	1-BR	2-BR		
Perry Plaza	NV018013021		89	23	112	112
Espinoza Terrace	NV018013002	60	36	4	100	100
Harry Levy Gardens	NV002000306	46	102	2	150	150
Rose Gardens	NV018007001	60	60		120	120
James Down Towers	NV018002307		198	2	200	200
Arthur Sartini Plaza	NV018002303		218	2	220	220
Bennett Plaza	NV018002316		16		16	65
Total		166	719	33	918	967

Mixed Population Designation

Development Name	Development Number	Bedroom Type			Total Units Designated	Total Units in Development
		0-BR	1-BR	2-BR		
Bennett Plaza	NV018002316		44	5	49	65
Total			44	5	49	65

This amendment to the plan was reviewed By HUD in accordance with the requirements of Section 7 of the United States Housing Act of 1937. Based on the information available to HUD the plan was approved on January 8, 2014. This plan will be in effect for 5 years from the date of the original approval of May 20, 2011, with an expiration of May 17, 2016. Prior to the expiration, on May 11, 2016, SNRHA submitted a request to extend the designation for an additional 2-year increment which was approved for a new expiration date of May 11, 2018.

The Authority may proceed with the designation of Arthur Sartini Annex (a portion of AMP402, consisting of 39 units) as well as Schaffer Heights (a portion of AMP404, consisting of 75 units) as elderly only.

Attachment B2d

Conversion of Public Housing (RAD)

RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

Under an innovative new program called Rental Assistance Demonstration (RAD), the U.S. Department of Housing and Urban Development (HUD) is allowing housing authorities to rehabilitate and preserve their aging public housing developments using a variety of public and private affordable housing resources, including tax-exempt bonds supported by project-based rental assistance, Federal Low-Income Housing Tax Credits and Public Housing Capital Funds (CFP) including Replacement Housing Factor (RHF) Funds.

The SNRHA continues with its efforts to convert more public housing assistance under the RAD Program. The SNRHA currently is **not** under a voluntary compliance agreement, consent order or consent decree or final judicial ruling or administrative ruling or decision therefore; there is no negative impact by the conversion activities. Additionally SNRHA certifies that all RAD conversions complies and will continue to comply with all applicable site selection and neighborhood reviews standards and all appropriate procedures have been and will continue to be followed.

Below, please find a table listing out each of the provisions affecting residents' rights and participation, waiting list and grievance procedures. The table lists out the provisions applicable to the type of conversion (PBV or PBRA) that the PHA is proposing. This list is not a substitute for providing a copy of the relevant tenant protections listed below.

Project Based Voucher (PBV) Requirements (Section 1.6 of PIH Notice 2012-32, REV-2 and the Joint Housing PIH Notice H-2014-09/ PIH-2014-17)	Project Based Rental Assistance (PBRA) Requirements (Section 1.7 of PIH Notice 2012-32, REV-2 and the Joint Housing PIH Notice H-2014-09/PIH-2014-17)
Tenant Protections (Under Joint Housing PIH Notice H-2014-09/ PIH-2014-17.)	
1. Right to Return and Relocation Assistance	1. Right to Return and Relocation Assistance
Tenant Protections Under Section 1.6.C (PBV) or Section 1.7.B (PBRA)	
1. No re-screening of tenants upon conversion	1. No re-screening of tenants upon conversion;
2. Under-Occupied Unit	2. Under-Occupied Unit (See Section 1.7)
3. Renewal of Lease	3. N/A
4. Phase-in of tenant rent increase:	4. Phase-in of tenant rent increase:
5. FSS and ROSS-SC programs;	5. FSS and ROSS-SC programs;
6. Resident Participation and Funding.	6. Resident Participation and Funding.
7. Termination notification	7. Termination notification
8. Grievance process	8. Grievance process
9. Earned Income Disregard.	9. Earned Income Disregard.
10. Jobs Plus	10. Jobs Plus

Conversion of Public Housing (RAD)

Tenant Protections Under Section 1.6.D (PBV) or Section 1.7.C (PBRA)	
1. Establishment of Waiting List	1. Establishment of Waiting List
2. Choice Mobility	2. Choice Mobility

SNRHA RAD Conversion Status is as follows:

Project Description

Vera Johnson Manor “B” (former AMP 410)
 503 North Lamb Blvd. Las Vegas, NV 89110
 APN# 140-31-501-017 (9.46 acres)

RAD Conversion Update: Under the Rental Assistance Demonstration the SNRHA converted in 2016 Vera Johnson Manor B a 112-unit family public housing development located in the City of Las Vegas, Nevada to Project Based Section 8. Vera Johnson Manor B initially closed in 2015 as a Mixed Finance Transaction. Construction was completed May 2016 and units reached 100% lease-up June 2016. Vera Johnsons Manor B converted after construction completion to RAD 104 public housing units in November 2016. The SNRHA partnered with Nevada HAND for this project.

Financing for Vera Johnson Manor B includes equity from the sale of 9% Low Income Housing Tax Credits issued through the Nevada Housing Division, public housing capital funds from SNRHA and HOME funds from City of Las Vegas.

The property renovations included comprehensive modernization of all 112 family units [104 Public Housing Units plus 8 HOME Units] and complete site upgrades. The comprehensive modernization work included high energy-efficiency standards, high efficiency heating and cooling equipment, EnergyStar appliances, low-E argon thermal pane windows, high R- value wall and attic insulation, ceiling fans, and automatic timer thermostat controls. The development also promotes water conservation with extensive xeriscaping landscape. The work also included the construction of a new single story community/administrative building containing a large multi-purpose room and warming kitchen, classrooms, a computer lab, a library/reading room, leasing office, and space for supportive service providers where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

Project Description

Landsman Gardens (former AMP 317)
 750 Major Street, Henderson, NV 89015
 APN# 179-17-503-001 and 003 (11.11 acres)

RAD Conversion Update: Under the Rental Assistance Demonstration the SNRHA converted in 2014 Landsman Gardens a 100-unit family public housing development in the Valley View neighborhood of Henderson, Nevada to Project Based Section 8. Landsman Gardens is the first FHA-financed project in the nation to close under the Rental Assistance Demonstration (RAD) program. Construction was completed December 2014 and units are anticipated to be 100% lease-up March 2015.

Conversion of Public Housing (RAD)

Financing for Landsman Gardens includes tax-exempt bonds issued by the Nevada Housing Division and insured under the FHA 221(d)(4) mortgage guarantee program, equity from the sale of 4% Low Income Housing Tax Credits to PNC Real Estate, short-term tax-exempt bonds for construction from Citi Community Capital, public housing capital funds and operating reserves from the SNRHA, HUD HOME funds from the City of Henderson, Federal Home Loan Bank of San Francisco Affordable Housing Program (AHP) funds, sponsored by City National Bank and grant funds from Wells Fargo Housing Foundation.

The property renovations included comprehensive modernization of all the units, site upgrades and included upgrading the site and the on-site Administrative Building and Learning Center where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

Landsman Gardens is an important housing asset for the Las Vegas Valley that includes a complement of scarce two-, three-, four-, and five-bedroom units, serving large families. Through the RAD program, the development will be preserved in the long term for a new generation of families in need of decent, safe and affordable housing.

Project Description

Biegger Estates (former AMP 406)
5701 Missouri St. #35, Las Vegas, NV. 89122
APN#:161-28-603-001 (11acres)

RAD Conversion Update: The SNRHA in March 2015 submitted a RAD application for Biegger Estates (AMP 406) the Conditional Housing Assistance Payment (CHAP) agreement was received July 2015) for conversion of assistance to Project Based Voucher (PBV) under RAD. The SNRHA submitted on May 2015 a 9% Tax Credit Application for the Rehabilitation of all 119 units at this site and received a 9% Tax Credit Award Allocation on July 2015. The SNRHA will self-develop this project

Biegger Estates, constructed in 1985 and opened in 1986, as the 8th family housing development of the former Clark County Housing Authority. Property consists of 33 single-story wood frame residential buildings with stucco exteriors on an 11-acre site. The roofs are gable style with asphalt shingles. The unit mix, in 33 residential buildings, is as follows:

No. of PH Units	Bdrm Distribution	SF
87	2 Bedroom/1 Bathroom	782 SF
22	3 Bedroom/1 Bathroom	1,009 SF
10	4 Bedroom/2 Bathroom	1,116 SF
119		101,428 SF

At this time we are not anticipating to change the number of units or the bedroom distribution of the units proposed as part of the conversion.

Estimated Project Schedule

RAD Application: March 2015 (actual)
NHD 9% LIHTC Application: May 2015 (actual)
Construction Start: May 2016 (actual)

Conversion of Public Housing (RAD)

Construction Completion: June 2017
 Full Occupancy : August 2017

Project Description

Rose Gardens (AMP 403)
 1632 Yale Street, North Las Vegas, NV.89030
 APN #: 139-22-810-041 (3.85acres)

RAD Conversion Update: The SNRHA submitted in March 2015 a RAD application for Rose Gardens (AMP403) receiving a Conditional Housing Assistance Payment (CHAP) agreement July 2015 for conversion of assistance to Project Based Voucher (PBV) under RAD. The SNRHA is also planning to submit in FY 2015 early FY 2016 a Bond/4% Tax Credit Application for the Re-development of all 120 units (on-site or off-site). The SNRHA may self-develop or partner with a developer for this project.

Rose Gardens constructed in 1972 acquired and opened in 1975, as the 2th senior housing development of the former City of North Las Vegas Housing Authority. Currently Rose Gardens has an Elderly Population Designation. Property consists of 2 three-story low rise elevator style structure on a 3.85-acre site. The buildings are slab on grade with a wood siding exterior. The unit mix is as follows:

No. of PH Units	Bdrm Distribution	SF
60	0 Bedroom/1 Bathroom	370 SF
60	1 Bedroom/1 Bathroom	503 SF
120		52,380 SF

At this time we are not anticipating to change the number of units however; we are anticipating to change the bedroom distribution of the units as follows: 70%-85%-1Bdrm units [approx. 600sqft] and 15%-30% 2Bdrm [approx. 775sqft] units, as part of the conversion.

<u>Name of Public Housing Project:</u> ROSE GARDENS	<u>PIC Development ID:</u> NV018007001	<u>Conversion type (i.e., PBV or PBRA):</u> PBV	<u>Transfer of Assistance: Yes</u> <u>Proposed Location:</u> 1731 Yale Street. NLV, NV. 89030 APN: 139-22-801-002 <u>No. of Units Transferring:</u> 120
<u>Total Units:</u> 120	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> Senior	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.):</u> Senior	<u>Capital Fund allocation of Development:</u> \$112,549.27

Conversion of Public Housing (RAD)

Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion:	Change in Number of Units per Bedroom Type and Why?
Studio/Efficiency	60	0	
One Bedroom	60	102	Unit Reconfiguration
Two Bedroom	0	18	Unit Reconfiguration
Three Bedroom	0	0	
Four Bedroom	0	0	
Five Bedroom	0	0	
Six Bedroom	0	0	
Total:	120	120	
(If Performing a Transfer of Assistance)	<p>The property proposed for the transfer of assistance is across the street from Rose Gardens, [former Casa Rosa Public Housing site demolished in July 2010 as approved by HUD and SAC]. This property is also a part of the existing Rose Gardens AMP. The existing units are extremely small 370SF-530SF and very difficult to lease. The proposed units will be more spacious ranging from 600SF-775SF with more amenities. Units will be more attractive and more marketable. It is proposed to relocate the tenants once the construction of the new building is complete at the new location and then demolish the existing Rose Gardens structures. Therefore; the SNRHA is not anticipating any changes in the policies that govern eligibility, admission, selection and occupancy of units at the project after it has been converted.</p>		

Estimated Project Schedule

RAD Application: March 2015
 Bond 4% LIHTC Application: July 2016
 Construction Start: May 2017
 Construction Completion: August 2018
 Full Occupancy : December 2018

Project Description

Espinoza Terrace (AMP 404)
 171 west Van Wagenen Street, Henderson NV.89015
 APN #: 179-18-401-003 (10.68acres)

RAD Conversion Update: In 2015 the SNRHA submitted Espinoza Terrace (AMP 404) as part of the First Group of its RAD portfolio application. The CHAP was received March 2017. The SNRHA is planning to submit in FY 2017 a 9% Tax Credit Application for the re-development of all 100 senior units. The project has received HOME Funds allocation in the amount of \$1MIL from Clark County and \$750K from City of Henderson. Financing closing is anticipated March 2018 with a construction completion of April 2019. The SNRHA will self-develop this project.

Conversion of Public Housing (RAD)

Espinoza Terrace entails the acquisition/rehabilitation of an existing 100-unit low-income senior development located in Henderson, NV. The property was constructed in 1973 under the Federal Low-Income Public Housing program and is owned and operated by the Southern Nevada Regional Housing Authority (SNRHA).

The goals of the rehabilitation include:

- To remove hazardous lead- and asbestos-containing materials and bring the units up to modern standards including new plumbing, wiring, cabinets, countertops, sinks, tubs and vanities, painting, flooring and appliances;
- To increase the living area within units by small bump-outs to exterior walls and/or re-purposing of storage space;
- To meet and/or exceed energy conservation requirements as detailed in Section 12 of the 2017 Nevada Housing Division Qualified Allocation Plan, and to lower future utility costs for the tenants and the owner; this will include new vinyl dual-pane windows, new exterior doors, additional furring, insulation and duct work, and the addition of gas-fired tankless hot water heaters;
- To increase site security and “defensible space” through landscaping and improved site lighting; and,
- To reduce water consumption through the replacement of some lawn areas with low-maintenance rock and desert landscaping and the addition of low-flow faucets and commodes.

Espinoza Terrace was constructed in 1973 and consists of 19 single-story wood frame buildings with stucco exteriors on a 10.68-acre site. The roofs are gable style with asphalt shingles. The unit mix in 19 residential buildings is as follows:

No. of PH Units	Bdrm Distribution	Existing SF	Proposed SF
60	0 Bedroom/1 Bathroom	388 SF	466 SF
36	1 Bedroom/1 Bathroom	547 SF	600 SF
4	2 Bedroom/1 Bathroom	677 SF	692 SF
100		45,680 SF	52,328 SF

At this time we are not anticipating to change the number of units or the bedroom distribution of the units proposed as part of the conversion.

Estimated Project Schedule

RAD Application: March 2015 (actual)
NHD 9% LIHTC Application: May 2017
Construction Start: April 2018
Construction Completion: April 2019
Full Occupancy : June 2019

Next Group of RAD Applications: RAD portfolio application approved at the 08/21/15 SNRHA Board of Commissioners meeting and submitted to HUD on 11/05/15. Properties included are as follows:

Conversion of Public Housing (RAD)

First Group: 1)Otto Merida (AMP405), 2)Lubertha Johnson (AMP401), 3)Bennett Plaza (AMP401), 4)Espinoza Terrace (404), 5)Hullum Homes (AMP407), 6)Jones Gardens (AMP407), 7)Sartini Plaza (AMP402) & 8)Sartini Annex (AMP402), 9)Archie Grant (South Parcel) (AMP401) and 10)Ernie Cragin Terrace (AMP406) totaling 844 public housing units.

Second Group: 1)Schaffer Heights (AMP404), 2)Aida Brents (AMP403), 3)Levy Gardens(403), 4)James Down Towers (AMP402), 5)Hampton Court (Amp404), 6)Simmons (AMP406) and 7)Sherman Gardens Annex (408) totaling 564 public housing units.

The RAD portfolio is pending HUD review and issuance of Commitment to enter into a Housing Assistance Payment contract (CHAP) for Group 1.

RAD applications are now broken down in six categories, SNRHA portfolio award is listed under Category 6 - "Uncategorized" (application review not completed) total units over the 185,000 cap is 10,046 units as of 11/30/15. We are last in our category with a waitlist of 3,344. RAD will provide monthly updates.

FYI: President's Budget for 2016 has requested Congress to eliminate the cap on the number of units to be converted.

Attachment B2e

Non-Smoking Policies

N. SMOKE FREE HOUSING (24 CFR 965 and 966)

HUD in its Final Rule has mandated that ALL Public Housing and mixed finance developments be Smoke Free effective within eighteen months (24 CFR 965 and 966). SNRHA must implement their Smoke Free policies, barring the use of prohibited tobacco products in all public housing and administrative office buildings, public housing offices, day care centers, community centers, common areas, and laundry rooms assisted under the U.S. Housing Act of 1937, other than assistance under section 8 of the 1937 Act. (Collectively, “restricted areas”). The Rule does not prohibit smoking by residents; rather it requires that residents and guests who smoke do so at least 25 feet away from the buildings.

- Prohibited Tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, and water pipes (also known as hookahs).
- Smoking of Marijuana (medical or otherwise) is prohibited in Public Housing or any federally assisted property.
- Properties with a suitable amount of space may elect to establish a Designated Smoking Area(s) that is at least 25 feet or more from any building.

ENDS (Electronic Nicotine Delivery Systems)

The use of ENDS in public housing is not prohibited. SNRHA will allow the use of ENDS within the unit, but prohibits ENDS in all common areas.

HUD does not consider addiction to nicotine or smoking to be a disability. Reasonable Accommodations will not be approved to allow smoking in restricted areas, but other reasonable accommodation requests to allow easier access to smoking areas will be approved for persons with disabilities.

Smoke-Free Apartments:

The premises listed below **has already** been designated as a smoke-free living environment:

- Lubertha Johnson Senior Development

With a **minimum of 90** days written notice and a signed lease addendum for all current residents, **all** properties **will** be designated smoke free **no later than July 1, 2018**.

Residents, staff and guests are prohibited from smoking on these properties owned and managed by SNRHA, including the apartment rented by the resident, the building in which the dwelling unit is located, and all common areas inside and outside the building up to **25** feet from each building and 50 feet from the buildings entry.

The Southern Nevada Regional Housing Authority Not a Guarantor of Smoke-Free Environment

The adoption of a smoke free living environment and the **mandate** to designate **all Public**

Non-Smoking Policies

Housing properties as smoke-free does not make SNRHA a guarantor of resident's health or of the smoke free condition of the resident's apartment and common areas. However, SNRHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the property smoke-free. SNRHA will post smoke free properties with "No Smoking" signs inside and outside the buildings and may, at its sole option, consider designating smoking areas at any or all of the properties.

Smoking on the Property as a Lease Violation

If a resident smells tobacco smoke anywhere in the building, they should report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action. A resident will be in violation of his/her lease if the resident or any guest is determined to be smoking on SNRHA property. Three (3) violations of SNRHA's Smoke Free Policy may result in eviction. All applicants/residents acknowledge receipt of this Policy and Smoke-Free Lease Addendum in writing at the time of application and/or next rent recertification.

Attachment B2f

Units with Approved Vacancies for Modernization

The following information updates the agency plan to provide detailed information regarding units scheduled from comprehensive modernization and/or modernization/ energy upgrades, for the public housing properties previously identified in the Capital Funds Program Grants.

Units scheduled for construction work that will required PIC unit status update to “Undergoing Modernization” are listed in the following tables:

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY UNITS SCHEDULED FOR MODERNIZATION CFP 2016 – CFP 2021						
AMP No.	Unit Number	Unit Address	Scope of Work	Estimated Completion	Count	
Vera Johnson A: A/E Contract presented at the December 2014 Board Meeting.-A/E Design completed in 2015. SNRHA proceeding with a 9% Tax Credit application May 2016 to assist with the financing of the construction and will be disposing the property through a Mixed Finance process. Estimated timeframe 2016-2018						
313	222001	1200 E HARRIS # 1	Comprehensive Modernization	07/31/17	1	
313	222002	1200 E HARRIS # 2	Comprehensive Modernization		1	
313	222003	1210 E HARRIS # 1	Comprehensive Modernization		1	
313	222004	1210 E HARRIS # 2	Comprehensive Modernization		1	
313	222005	1220 E HARRIS # 1	Comprehensive Modernization		1	
313	222006	1220 E HARRIS # 2	Comprehensive Modernization		1	
313	222007	1300 E HARRIS # 1	Comprehensive Modernization		1	
313	222008	1300 E HARRIS # 2	Comprehensive Modernization		1	
313	222009	1300 E HARRIS # 3	Comprehensive Modernization		1	
313	222010	1300 E HARRIS # 4	Comprehensive Modernization		1	
313	222011	1300 E HARRIS # 5	Comprehensive Modernization		1	
313	222012	1300 E HARRIS # 6	Comprehensive Modernization		1	
313	222013	1300 E HARRIS # 7	Comprehensive Modernization		1	
313	222014	1300 E HARRIS # 8	Comprehensive Modernization		1	
313	222015	1300 E HARRIS # 9	Comprehensive Modernization		1	
313	222016	1300 E HARRIS # 10	Comprehensive Modernization		1	
313	222017	1310 E HARRIS # 1	Comprehensive Modernization		1	
313	222018	1310 E HARRIS # 2	Comprehensive Modernization		1	
313	222019	1310 E HARRIS # 3	Comprehensive Modernization		1	
313	222020	1310 E HARRIS # 4	Comprehensive Modernization		1	
313	222021	1310 E HARRIS # 5	Comprehensive Modernization		1	
313	222022	1310 E HARRIS # 6	Comprehensive Modernization		1	
313	222023	1310 E HARRIS # 7	Comprehensive Modernization		1	
313	222024	1310 E HARRIS # 8	Comprehensive Modernization		1	
313	222025	1310 E HARRIS # 9	Comprehensive Modernization		1	
313	222026	1310 E HARRIS # 10	Comprehensive Modernization		1	
313	222027	1400 E HARRIS # 1	Comprehensive Modernization		11/30/17	1
313	222028	1400 E HARRIS # 2	Comprehensive Modernization		1	

Units with Approved Vacancies for Modernization

313	222029	1400 E HARRIS # 3	Comprehensive Modernization		1
313	222030	1400 E HARRIS # 4	Comprehensive Modernization		1
313	222031	1400 E HARRIS # 5	Comprehensive Modernization		1
313	222032	1400 E HARRIS # 6	Comprehensive Modernization		1
313	222033	1400 E HARRIS # 7	Comprehensive Modernization		1
313	222034	1400 E HARRIS # 8	Comprehensive Modernization		1
313	222035	1400 E HARRIS # 9	Comprehensive Modernization		1
313	222036	1400 E HARRIS # 10	Comprehensive Modernization		1
313	222037	1420 E HARRIS # 1	Comprehensive Modernization		1
313	222038	1420 E HARRIS # 2	Comprehensive Modernization		1
313	222039	1420 E HARRIS # 3	Comprehensive Modernization		1
313	222040	1420 E HARRIS # 4	Comprehensive Modernization		1
313	222041	1420 E HARRIS # 5	Comprehensive Modernization		1
313	222042	1420 E HARRIS # 6	Comprehensive Modernization		1
313	222043	1420 E HARRIS # 7	Comprehensive Modernization		1
313	222044	1420 E HARRIS # 8	Comprehensive Modernization		1
313	222045	1420 E HARRIS # 9	Comprehensive Modernization		1
313	222046	1420 E HARRIS # 10	Comprehensive Modernization		1
313	222047	1500 E HARRIS # 1	Comprehensive Modernization		1
313	222048	1500 E HARRIS # 2	Comprehensive Modernization		1
313	222049	1500 E HARRIS # 3	Comprehensive Modernization		1
313	222050	1500 E HARRIS # 4	Comprehensive Modernization		1
313	222051	1500 E HARRIS # 5	Comprehensive Modernization		1
313	222052	1500 E HARRIS # 6	Comprehensive Modernization		1
313	222053	1500 E HARRIS # 7	Comprehensive Modernization		1
313	222054	1500 E HARRIS # 8	Comprehensive Modernization		1
313	222055	1500 E HARRIS # 9	Comprehensive Modernization		1
313	222056	1500 E HARRIS # 10	Comprehensive Modernization		1
313	222057	1600 E HARRIS # 1	Comprehensive Modernization		1
313	222058	1600 E HARRIS # 2	Comprehensive Modernization		1
313	222059	1600 E HARRIS # 3	Comprehensive Modernization		1
313	222060	1600 E HARRIS # 4	Comprehensive Modernization		1
313	222061	1600 E HARRIS # 5	Comprehensive Modernization		1
313	222062	1600 E HARRIS # 6	Comprehensive Modernization		1
313	222063	1600 E HARRIS # 7	Comprehensive Modernization	03/30/18	1
313	222064	1600 E HARRIS # 8	Comprehensive Modernization		1
313	222065	1600 E HARRIS # 9	Comprehensive Modernization		1
313	222066	1600 E HARRIS # 10	Comprehensive Modernization		1
313	222067	1610 E HARRIS # 1	Comprehensive Modernization		1
313	222068	1610 E HARRIS # 2	Comprehensive Modernization		1
313	222069	1610 E HARRIS # 3	Comprehensive Modernization		1

Units with Approved Vacancies for Modernization

313	222070	1610 E HARRIS # 4	Comprehensive Modernization	1
313	222071	1610 E HARRIS # 5	Comprehensive Modernization	1
313	222072	1610 E HARRIS # 6	Comprehensive Modernization	1
313	222073	1610 E HARRIS # 7	Comprehensive Modernization	1
313	222074	1610 E HARRIS # 8	Comprehensive Modernization	1
313	222075	1610 E HARRIS # 9	Comprehensive Modernization	1
313	222076	1610 E HARRIS # 10	Comprehensive Modernization	1
				76

AMP	Unit	Unit Address	Scope Of work	Estimated Completion	Count
SCATTERED SITE UNITS - A/E & Energy Consultants Contracts will be required. Work to be completed in phases and as permitted by funding.					
409	00200F	200 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00212F	212 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00220F	220 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00234F	234 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00235C	235 CONCHO DR	Modernization/Energy Upg.	2030	1
409	00247F	247 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00248W	248 WINONA CT	Modernization/Energy Upg.	2030	1
409	00251W	251 WINONA DR	Modernization/Energy Upg.	2030	1
409	00369M	369 MANZANITA STREET	Modernization/Energy Upg.	2030	1
409	00408D	408 DAFFODIL DR	Modernization/Energy Upg.	2030	1
409	00424D	424 DAFFODIL DR	Modernization/Energy Upg.	2030	1
409	00428B	428 BOTTLE BRUSH WAY	Modernization/Energy Upg.	2030	1
409	00447B	447 BELL AVE	Modernization/Energy Upg.	2030	1
409	00450C	450 CRESTWAY RD	Modernization/Energy Upg.	2030	1
409	00452C	452 CRESTWAY RD	Modernization/Energy Upg.	2030	1
409	00467B	467 BELL AVE	Modernization/Energy Upg.	2030	1
409	00508D	508 DUTCHMAN AVE	Modernization/Energy Upg.	2030	1
409	00518H	518 HOLICK AVE	Modernization/Energy Upg.	2030	1
409	00525B	525 BARRET	Modernization/Energy Upg.	2030	1
409	00529Z	529 ZUBER AVE	Modernization/Energy Upg.	2030	1
409	00531H	531 HOLICK AVE	Modernization/Energy Upg.	2030	1
409	00536V	536 VAN DORNUM	Modernization/Energy Upg.	2030	1
409	00548R	548 ROLLY STREET	Modernization/Energy Upg.	2030	1
409	00937M	937 MAJOR	Modernization/Energy Upg.	2030	1
409	01003D	1003 DRIFTWOOD CT	Modernization/Energy Upg.	2030	1
409	01006B	1006 BROOKSIDE CT	Modernization/Energy Upg.	2030	1
409	01015T	1015 TIMBERLINE CT	Modernization/Energy Upg.	2030	1
409	01453P	1453 PRICE STREET	Modernization/Energy Upg.	2030	1
409	01601C	1601 CHESTNUT STREET	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	01713C	1713 CHESTNUT STREET	Modernization/Energy Upg.	2030	1
409	01728C	1728 CARITA	Modernization/Energy Upg.	2030	1
					31
316	00501B	501 BASTANCHURY AVE	Modernization/Energy Upg.	2030	1
316	00533H	533 HOLICK AVE	Modernization/Energy Upg.	2030	1
316	00549E	549 ENGEL AVE	Modernization/Energy Upg.	2030	1
316	01003W	1003 WOODSIDE CT	Modernization/Energy Upg.	2030	1
316	01449P	1449 PRICE STREET	Modernization/Energy Upg.	2030	1
316	01833M	1833 MARGARITA	Modernization/Energy Upg.	2030	1
316	01931R	1931 RED SAND CT	Modernization/Energy Upg.	2030	1
316	01940D	1940 DUNNAM STREET	Modernization/Energy Upg.	2030	1
316	01941D	1941 DUNNAM STREET	Modernization/Energy Upg.	2030	1
					9
316	00138P	138 PARRISH	Modernization/Energy Upg.	2030	1
316	00489B	489 BATTLE MOUNTAIN	Modernization/Energy Upg.	2030	1
316	01325N	1325 NAY COURT	Modernization/Energy Upg.	2030	1
316	01388C	1388 CHRISTY LANE	Modernization/Energy Upg.	2030	1
316	01868W	1868 WINTERWOOD	Modernization/Energy Upg.	2030	1
316	01881C	1881 CORVETTE	Modernization/Energy Upg.	2030	1
316	01901T	1901 TURLEROCK ST	Modernization/Energy Upg.	2030	1
316	01933S	1933 SPINDRIFT CT	Modernization/Energy Upg.	2030	1
316	02262S	2262 SABROSO	Modernization/Energy Upg.	2030	1
316	02860B	2860 BEACONFALLS	Modernization/Energy Upg.	2030	1
316	03620W	3620 WALNUT	Modernization/Energy Upg.	2030	1
316	03624W	3624 WHISPERING NTV	Modernization/Energy Upg.	2030	1
316	03680N	3680 NEW HORIZON	Modernization/Energy Upg.	2030	1
316	03828K	3828 KELLOGG	Modernization/Energy Upg.	2030	1
316	03874J	3874 JONTUE	Modernization/Energy Upg.	2030	1
316	03876K	3876 KELLOGG	Modernization/Energy Upg.	2030	1
316	03908T	3908 TATIANA	Modernization/Energy Upg.	2030	1
316	03909J	3909 JONTUE	Modernization/Energy Upg.	2030	1
316	03950W	3950 WOODSIDE	Modernization/Energy Upg.	2030	1
316	03987G	3987 GULLIVER	Modernization/Energy Upg.	2030	1
316	04041B	4041 BRIGHT STAR	Modernization/Energy Upg.	2030	1
316	04089S	4089 STUDIO	Modernization/Energy Upg.	2030	1
316	04282P	4282 PARAMOUNT	Modernization/Energy Upg.	2030	1
316	04347B	4347 BORATKO	Modernization/Energy Upg.	2030	1
316	04372S	4372 SHALIMAR	Modernization/Energy Upg.	2030	1
316	04439M	4439 MICHIGAN	Modernization/Energy Upg.	2030	1
316	04469F	4469 FABERGE	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

316	04658A	4658 ALEXANDER	Modernization/Energy Upg.	2030	1
316	04673B	4673 BUMBLEBEE CIR	Modernization/Energy Upg.	2030	1
316	05365S	5365 SIGNET COURT	Modernization/Energy Upg.	2030	1
316	05469E	5469 EASTBROOK	Modernization/Energy Upg.	2030	1
316	05606B	5606 BIG SEA	Modernization/Energy Upg.	2030	1
316	05632G	5632 GAZEBO WAY	Modernization/Energy Upg.	2030	1
316	05723F	5723 FORSYTHE DRIVE	Modernization/Energy Upg.	2030	1
316	05750B	5750 BLUE SEA	Modernization/Energy Upg.	2030	1
316	05819E	5819 EMERALD CANYON	Modernization/Energy Upg.	2030	1
316	06380P	6380 PINEHILL	Modernization/Energy Upg.	2030	1
316	06871J	6871 JUDSON AVE.	Modernization/Energy Upg.	2030	1
316	06880A	6880 ARROYO	Modernization/Energy Upg.	2030	1
					39
409	00049P	49 PARRISH	Modernization/Energy Upg.	2030	1
409	00066P	66 PARRISH	Modernization/Energy Upg.	2030	1
409	00436L	436 LINN LANE	Modernization/Energy Upg.	2030	1
409	00732B	732 BETTY LANE	Modernization/Energy Upg.	2030	1
409	01173C	1173 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01253E	1253 EBBETTS PASS	Modernization/Energy Upg.	2030	1
409	01288C	1288 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01320P	1320 PLEASANT BROOK	Modernization/Energy Upg.	2030	1
409	01373B	1373 BRADHURST	Modernization/Energy Upg.	2030	1
409	01488C	1488 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01502M	1502 MAPLE LEAF	Modernization/Energy Upg.	2030	1
409	01527C	1527 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01608S	1608 STARRIDGE WAY	Modernization/Energy Upg.	2030	1
409	01678S	1678 STARRIDGE	Modernization/Energy Upg.	2030	1
409	01687C	1687 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01688L	1688 LABRADOR DRIVE	Modernization/Energy Upg.	2030	1
409	01831S	1831 SKYWOOD	Modernization/Energy Upg.	2030	1
409	01838V	1838 VENALYNNE	Modernization/Energy Upg.	2030	1
409	01877C	1877 CORVETTE	Modernization/Energy Upg.	2030	1
409	01910C	1910 CITROEN	Modernization/Energy Upg.	2030	1
409	01956P	1956 PASADENA	Modernization/Energy Upg.	2030	1
409	02091B	2091 BOWSTRING DRIVE	Modernization/Energy Upg.	2030	1
409	02253S	2253 SIERRA SUNRISE	Modernization/Energy Upg.	2030	1
409	02289S	2289 SIERRA SUNRISE	Modernization/Energy Upg.	2030	1
409	02296S	2296 SIERRA SUNRISE	Modernization/Energy Upg.	2030	1
409	02334S	2334 SABROSO	Modernization/Energy Upg.	2030	1
409	02339S	2339 SABROSO	Modernization/Energy Upg.	2030	1
409	02363S	2363 SABROSO	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	02429P	2429 PINE CREEK	Modernization/Energy Upg.	2030	1
409	02459P	2459 PINE CREEK	Modernization/Energy Upg.	2030	1
409	02551O	2551 OAK GLEN WAY	Modernization/Energy Upg.	2030	1
409	02580O	2580 OAK GLEN WAY	Modernization/Energy Upg.	2030	1
409	02751S	2751 SANDY LANE	Modernization/Energy Upg.	2030	1
409	02823P	2823 PISCES	Modernization/Energy Upg.	2030	1
409	03250R	3250 RIO GRANDE	Modernization/Energy Upg.	2030	1
409	03624S	3624 SAN FRANCISCO	Modernization/Energy Upg.	2030	1
409	03651B	3651 BRIARCLIFF	Modernization/Energy Upg.	2030	1
409	03664L	3664 LONE OAK	Modernization/Energy Upg.	2030	1
409	03744B	3744 BRIARCLIFF	Modernization/Energy Upg.	2030	1
409	03754B	3754 BRIARCLIFF	Modernization/Energy Upg.	2030	1
409	03761G	3761 GEIST	Modernization/Energy Upg.	2030	1
409	03780K	3780 KELLOGG	Modernization/Energy Upg.	2030	1
409	03877K	3877 KELLOGG	Modernization/Energy Upg.	2030	1
409	03884L	3884 LINCOLN	Modernization/Energy Upg.	2030	1
409	03896T	3896 TATIANA	Modernization/Energy Upg.	2030	1
409	03915J	3915 JONTUE	Modernization/Energy Upg.	2030	1
409	03926S	3926 STEINBECK	Modernization/Energy Upg.	2030	1
409	03934J	3934 JONTUE	Modernization/Energy Upg.	2030	1
409	03951L	3951 LINCOLN	Modernization/Energy Upg.	2030	1
409	03964W	3964 WHITEHORSE	Modernization/Energy Upg.	2030	1
409	03974B	3974 BADILLO	Modernization/Energy Upg.	2030	1
409	03992L	3992 LINCOLN	Modernization/Energy Upg.	2030	1
409	04149S	4149 STUDIO	Modernization/Energy Upg.	2030	1
409	04187B	4187 BORATKO	Modernization/Energy Upg.	2030	1
409	04190S	4190 STUDIO	Modernization/Energy Upg.	2030	1
409	04201C	4201 CALIMESA	Modernization/Energy Upg.	2030	1
409	04230S	4230 STUDIO	Modernization/Energy Upg.	2030	1
409	04237B	4237 BORATKO	Modernization/Energy Upg.	2030	1
409	04249W	4249 WENDY LANE	Modernization/Energy Upg.	2030	1
409	04251C	4251 CALIMESA	Modernization/Energy Upg.	2030	1
409	04254T	4254 TOLKIEN	Modernization/Energy Upg.	2030	1
409	04270S	4270 STUDIO	Modernization/Energy Upg.	2030	1
409	04292P	4292 PARAMOUNT	Modernization/Energy Upg.	2030	1
409	04336F	4336 FABERGE	Modernization/Energy Upg.	2030	1
409	04343F	4343 FABERGE	Modernization/Energy Upg.	2030	1
409	04399W	4399 WENDY	Modernization/Energy Upg.	2030	1
409	04409F	4409 FABERGE	Modernization/Energy Upg.	2030	1
409	04427F	4427 FAIRMONT CIRCLE	Modernization/Energy Upg.	2030	1
409	04469M	4469 MICHIGAN	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	04496P	4496 PUREZA	Modernization/Energy Upg.	2030	1
409	04747I	4747 IMPERIAL	Modernization/Energy Upg.	2030	1
409	05225S	5225 SANDSTONE	Modernization/Energy Upg.	2030	1
409	05241G	5241 GAINSMILL ST	Modernization/Energy Upg.	2030	1
409	05260B	5260 BLOSSOM	Modernization/Energy Upg.	2030	1
409	05307W	5307 WELLESLEY	Modernization/Energy Upg.	2030	1
409	05308P	5308 PLAINVIEW	Modernization/Energy Upg.	2030	1
409	05330P	5330 PLAINFIELD	Modernization/Energy Upg.	2030	1
409	05347S	5347 SIGNET CT	Modernization/Energy Upg.	2030	1
409	05360S	5360 SIGNET CT.	Modernization/Energy Upg.	2030	1
409	05421E	5421 EASTBROOK	Modernization/Energy Upg.	2030	1
409	05423P	5423 POMEROY CIRCLE	Modernization/Energy Upg.	2030	1
409	05459R	5459 REQUA	Modernization/Energy Upg.	2030	1
409	05503W	5503 WHITE CAP	Modernization/Energy Upg.	2030	1
409	05526B	5526 BLUE SEA	Modernization/Energy Upg.	2030	1
409	05545W	5545 WHITE CAP	Modernization/Energy Upg.	2030	1
409	05607B	5607 BIG SEA	Modernization/Energy Upg.	2030	1
409	05611B	5611 BIG SEA	Modernization/Energy Upg.	2030	1
409	05661O	5661 ODESSA	Modernization/Energy Upg.	2030	1
409	05671W	5671 WHITE CAP	Modernization/Energy Upg.	2030	1
409	05714B	5714 BALLINGER	Modernization/Energy Upg.	2030	1
409	05721O	5721 ODESSA	Modernization/Energy Upg.	2030	1
409	05756B	5756 BLUE SEA	Modernization/Energy Upg.	2030	1
409	06360P	6360 PINE HILL ST	Modernization/Energy Upg.	2030	1
409	06368P	6368 PINEHILL	Modernization/Energy Upg.	2030	1
409	06382D	6382 DALLASWOOD LN	Modernization/Energy Upg.	2030	1
409	06752T	6752 TIFFOLLO	Modernization/Energy Upg.	2030	1
409	06777A	6777 ARROYO	Modernization/Energy Upg.	2030	1
409	06781L	6781 LA RONDA	Modernization/Energy Upg.	2030	1
409	07325V	7325 VIREO DR	Modernization/Energy Upg.	2030	1
					99
310	226005	3933 NEW HOPE WAY	Modernization/Energy Upg.	2030	1
310	226006	2933 BRADY AV	Modernization/Energy Upg.	2030	1
310	226010	4449 COOL VALLY DR	Modernization/Energy Upg.	2030	1
310	226011	2624 DEMETRIUS AVE	Modernization/Energy Upg.	2030	1
310	226014	17 MINNESOTA STREET	Modernization/Energy Upg.	2030	1
310	226015	1532 ARTHUR AV	Modernization/Energy Upg.	2030	1
310	226017	3624 PARK OLIVER DR	Modernization/Energy Upg.	2030	1
310	226018	4044 LA BREA CT	Modernization/Energy Upg.	2030	1
310	226024	1001 NEWPORT ST	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

310	226025	47 NORTH SANDHILL ROAD	Modernization/Energy Upg.	2030	1
310	226028	59 NORTH SANDHILL ROAD	Modernization/Energy Upg.	2030	1
310	226032	583 REEF DRIVE	Modernization/Energy Upg.	2030	1
310	226033	1128 NASSAU DRIVE	Modernization/Energy Upg.	2030	1
310	226037	701 NORTH 22ND STREET	Modernization/Energy Upg.	2030	1
310	226041	917 NORTH 22ND STREET	Modernization/Energy Upg.	2030	1
310	226042	2000 WENDELL AVE	Modernization/Energy Upg.	2030	1
					16
310	230004	1433 PATRIOT	Modernization/Energy Upg.	2030	1
310	230005	3625 BROOKDALE	Modernization/Energy Upg.	2030	1
310	230007	121 DAISSETTA	Modernization/Energy Upg.	2030	1
310	230009	3629 PARK OLIVER	Modernization/Energy Upg.	2030	1
310	230011	221 BEECHGATE	Modernization/Energy Upg.	2030	1
310	230012	3601 SEQUOIA	Modernization/Energy Upg.	2030	1
310	230013	908 SCARLETT RIDGE	Modernization/Energy Upg.	2030	1
310	230015	221 OAKFORD	Modernization/Energy Upg.	2030	1
310	230017	6724 SHEFFIELD	Modernization/Energy Upg.	2030	1
310	230023	732 LINCOLN	Modernization/Energy Upg.	2030	1
310	230025	4617 CURDSEN	Modernization/Energy Upg.	2030	1
310	230026	6617 GAZELLE	Modernization/Energy Upg.	2030	1
310	230027	1705 AMBOY	Modernization/Energy Upg.	2030	1
					13
310	232001	551 BAY BERRY	Modernization/Energy Upg.	2030	1
310	232002	4109 HARRIS	Modernization/Energy Upg.	2030	1
310	232004	6636 ESCALON	Modernization/Energy Upg.	2030	1
310	232006	4805 LANCEWOOD	Modernization/Energy Upg.	2030	1
310	232007	4737 CONCORD VILLAGE	Modernization/Energy Upg.	2030	1
310	232008	4613 BRISTOL MANOR	Modernization/Energy Upg.	2030	1
310	232009	7005 CORNFLOWER	Modernization/Energy Upg.	2030	1
310	232013	2348 BRISTOL BRUSH	Modernization/Energy Upg.	2030	1
310	232015	736 TAFT	Modernization/Energy Upg.	2030	1
310	232016	6712 WENATCHEE DR	Modernization/Energy Upg.	2030	1
310	232017	7924 FANCIFUL	Modernization/Energy Upg.	2030	1
310	232019	1929 RIDGEFIELD	Modernization/Energy Upg.	2030	1
310	232020	4204 TIMPANI DR	Modernization/Energy Upg.	2030	1
310	232022	1840 RIDGEFIELD	Modernization/Energy Upg.	2030	1
310	232023	507 PRESCOTT	Modernization/Energy Upg.	2030	1
310	232026	1105 PARLIAMENT	Modernization/Energy Upg.	2030	1
310	232028	6541 MIRAGRANDE	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

					17
409	246001	2309 BRISTOL VIEW	Modernization/Energy Upg.	2030	1
409	246002	1020 BIRD SPRINGS	Modernization/Energy Upg.	2030	1
409	246003	7133 LARKVALE	Modernization/Energy Upg.	2030	1
409	246004	3213 TERRA BELLA	Modernization/Energy Upg.	2030	1
409	246005	1232 SILVER PROSPECT	Modernization/Energy Upg.	2030	1
409	246006	505 LIGHT BEAM	Modernization/Energy Upg.	2030	1
409	246007	736 LINCOLN	Modernization/Energy Upg.	2030	1
409	246008	7289 GOLDEN STAR	Modernization/Energy Upg.	2030	1
409	246009	3809 VALLEY FORGE	Modernization/Energy Upg.	2030	1
409	246010	9313 CHILLY POND	Modernization/Energy Upg.	2030	1
409	246011	409 TOBLER	Modernization/Energy Upg.	2030	1
409	246012	4116 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246013	4832 MONTEBELLO	Modernization/Energy Upg.	2030	1
409	246014	4128 COMPASS ROSE	Modernization/Energy Upg.	2030	1
409	246015	2328 BRISTOL BRUSH	Modernization/Energy Upg.	2030	1
409	246016	1445 LILAC BREEZE	Modernization/Energy Upg.	2030	1
409	246017	6512 RAIN FOREST	Modernization/Energy Upg.	2030	1
409	246018	9144 GREEN FROST DRIVE	Modernization/Energy Upg.	2030	1
409	246019	5517 TINCUP DRIVE	Modernization/Energy Upg.	2030	1
409	246020	2245 FLORISSANT DRIVE	Modernization/Energy Upg.	2030	1
409	246021	5321 LAMBROOK DRIVE	Modernization/Energy Upg.	2030	1
409	246022	6724 CHEHALIS CIRCLE	Modernization/Energy Upg.	2030	1
409	246023	4216 ESTABAN CT	Modernization/Energy Upg.	2030	1
409	246024	7624 VELVET CANYON	Modernization/Energy Upg.	2030	1
409	246025	1913 HARVEST DRIVE	Modernization/Energy Upg.	2030	1
409	246026	6545 LEMITAR DRIVE	Modernization/Energy Upg.	2030	1
409	246027	3217 POINT LOBOS DRIVE	Modernization/Energy Upg.	2030	1
409	246028	8244 WILLETA AVE	Modernization/Energy Upg.	2030	1
409	246029	9124 BUCKSPRINGS DRIVE	Modernization/Energy Upg.	2030	1
409	246030	501 LIGHT BEAM	Modernization/Energy Upg.	2030	1
409	246031	2304 BRISTOL BRUSH WAY	Modernization/Energy Upg.	2030	1
409	246032	2808 WHISTLING VINE	Modernization/Energy Upg.	2030	1
409	246033	7937 COPPER CANYON ROAD	Modernization/Energy Upg.	2030	1
409	246034	7433 SAYBROOK POINT DRIVE	Modernization/Energy Upg.	2030	1
409	246035	8352 COVE LANDING	Modernization/Energy Upg.	2030	1
409	246036	8100 SICKLE LANE	Modernization/Energy Upg.	2030	1
409	246037	917 ROCKAWAY	Modernization/Energy Upg.	2030	1
409	246038	9149 SPARKLEWOOD COURT	Modernization/Energy Upg.	2030	1
409	246039	1233 SILVER PROSPECT	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	246040	529 CROFT WAY	Modernization/Energy Upg.	2030	1
409	246041	4145 COMPASS ROSE WAY	Modernization/Energy Upg.	2030	1
409	246042	732 TAFT COURT	Modernization/Energy Upg.	2030	1
409	246043	3209 TERRA BELLA	Modernization/Energy Upg.	2030	1
409	246044	9178 JEWEL CRYSTAL COURT	Modernization/Energy Upg.	2030	1
409	246045	6320 COPPER FIELD	Modernization/Energy Upg.	2030	1
409	246046	109 LUCY THOMPSON	Modernization/Energy Upg.	2030	1
409	246047	709 MARIE FENLON DRIVE	Modernization/Energy Upg.	2030	1
409	246048	3229 POINT LOBOS DRIVE	Modernization/Energy Upg.	2030	1
409	246049	4241 TIMPANI DRIVE	Modernization/Energy Upg.	2030	1
409	246050	6309 GREYHAWK AVENUE	Modernization/Energy Upg.	2030	1
409	246051	5517 LIVERPOOL	Modernization/Energy Upg.	2030	1
409	246052	7412 LATTIMORE	Modernization/Energy Upg.	2030	1
409	246053	4037 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246054	6225 BURNT HILLS DRIVE	Modernization/Energy Upg.	2030	1
409	246055	4116 BROWNDDEER	Modernization/Energy Upg.	2030	1
409	246056	4120 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246057	6517 CAPRICORN	Modernization/Energy Upg.	2030	1
409	246058	2328 REDDON CIRCLE	Modernization/Energy Upg.	2030	1
409	246059	1721 VILLA VISTA WAY	Modernization/Energy Upg.	2030	1
409	246060	9305 Dancing Daffodil	Modernization/Energy Upg.	2030	1
409	246061	4540 ARROWROOT AVE	Modernization/Energy Upg.	2030	1
409	246062	1313 LUCIA DRIVE	Modernization/Energy Upg.	2030	1
409	246063	4009 BROADRIVER	Modernization/Energy Upg.	2030	1
409	246064	6329 CARMEN BLVD	Modernization/Energy Upg.	2030	1
409	246065	2213 WILHELMINA	Modernization/Energy Upg.	2030	1
409	246066	8249 WILLETA AVE	Modernization/Energy Upg.	2030	1
409	246067	8004 MOUNT ROYAL COURT	Modernization/Energy Upg.	2030	1
409	246068	4233 TIMPANI DRIVE	Modernization/Energy Upg.	2030	1
409	246069	1437 BLUSHING BRIDE ST	Modernization/Energy Upg.	2030	1
409	246070	4056 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246071	416 SARAJANE LANE	Modernization/Energy Upg.	2030	1
409	246072	628 THRUSH DRIVE	Modernization/Energy Upg.	2030	1
409	246073	9161 SPARKLEWOOD	Modernization/Energy Upg.	2030	1
409	246074	7504 CRYSTAL ISLE WAY	Modernization/Energy Upg.	2030	1
409	246075	7209 LONESOME CIRCLE	Modernization/Energy Upg.	2030	1
409	246076	3512 GOLDEN PEDAL	Modernization/Energy Upg.	2030	1
409	246077	6596 SOCORRO DRIVE	Modernization/Energy Upg.	2030	1
409	246078	1828 NAVAJO LAKE WAY	Modernization/Energy Upg.	2030	1
409	246079	2713 COFFEE POT COURT	Modernization/Energy Upg.	2030	1
409	246080	6708 PAINTED CANYON COURT	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	246081	1833 VILLA VISTA WAY	Modernization/Energy Upg.	2030	1
409	246082	5428 KETTERING PLACE	Modernization/Energy Upg.	2030	1
409	246083	2820 WHISTLING VINES	Modernization/Energy Upg.	2030	1
409	246084	6368 CANYON DAWN	Modernization/Energy Upg.	2030	1
409	246085	449 WARMSIDE DRIVE	Modernization/Energy Upg.	2030	1
409	246086	4016 COMPASS ROSE WAY	Modernization/Energy Upg.	2030	1
409	246087	2809 WINDSTORM AVE	Modernization/Energy Upg.	2030	1
409	246088	8332 SAN GRAIL CT	Modernization/Energy Upg.	2030	1
409	246089	7417 SAYBROOK POINT DRIVE	Modernization/Energy Upg.	2030	1
409	246090	6700 SHEFFIELD	Modernization/Energy Upg.	2030	1
409	246091	3901 PROCLAMATION PLACE	Modernization/Energy Upg.	2030	1
409	246092	3328 HYANNIS CIR	Modernization/Energy Upg.	2030	1
409	246093	1305 LITTLE DIPPER ST	Modernization/Energy Upg.	2030	1
409	246094	6336 GREYHAWK AVE	Modernization/Energy Upg.	2030	1
409	246095	6604 LEMITAR	Modernization/Energy Upg.	2030	1
409	246097	1300 SunPoint Drive	Modernization/Energy Upg.	2030	1
409	246098	7748 BROTHERS BAY CT	Modernization/Energy Upg.	2030	1
409	246099	1880 ANN GRETA DR	Modernization/Energy Upg.	2030	1
409	246100	6912 DELOREAN CIRCLE	Modernization/Energy Upg.	2030	1
409	246101	6376 VIOLET BLOSSOM DRIVE	Modernization/Energy Upg.	2030	1
409	246102	4404 NARIT DRIVE	Modernization/Energy Upg.	2030	1
409	246103	6825 SHEFFIELD DR	Modernization/Energy Upg.	2030	1
409	246104	7717 PARAKEET AVE	Modernization/Energy Upg.	2030	1
409	246105	6253 SPANISH MOSS	Modernization/Energy Upg.	2030	1
409	246106	208 COCONUT GROVE	Modernization/Energy Upg.	2030	1
409	246107	8440 STAPLETON AVE	Modernization/Energy Upg.	2030	1
409	246108	7820 TOMICH AVE	Modernization/Energy Upg.	2030	1
409	246109	3429 Trilogy Dr	Modernization/Energy Upg.	2030	1
409	246110	1344 WHEATLAND WY	Modernization/Energy Upg.	2030	1
409	246111	7000 CORNFLOWER DR	Modernization/Energy Upg.	2030	1
409	246112	1125 CORAL ISLE	Modernization/Energy Upg.	2030	1
409	246113	1961 COSTELLO	Modernization/Energy Upg.	2030	1
409	246114	8200 Carmen	Modernization/Energy Upg.	2030	1
409	246115	7708 VELVET CANYON AVE	Modernization/Energy Upg.	2030	1
409	246116	9304 JUMPIN JUNIPER AVE	Modernization/Energy Upg.	2030	1
409	246117	9352 RED ROSE AVE	Modernization/Energy Upg.	2030	1
409	246118	907 VANTAGE POINT ROAD	Modernization/Energy Upg.	2030	1
409	246119	6732 THEUS CIRCLE	Modernization/Energy Upg.	2030	1
409	246120	6936 MANISTEE COURT	Modernization/Energy Upg.	2030	1
409	246121	1708 Golden Sky Drive	Modernization/Energy Upg.	2030	1
409	246122	3405 MISTY EVENING STREET	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	246123	6609 OUIDA WAY	Modernization/Energy Upg.	2030	1
409	246124	5505 LIVERPOOL	Modernization/Energy Upg.	2030	1
409	246125	4132 GLENFIELD CIRCLE	Modernization/Energy Upg.	2030	1
409	246126	6532 Wild River	Modernization/Energy Upg.	2030	1
409	246127	6217 Caprino Avenue	Modernization/Energy Upg.	2030	1
409	246128	6644 Messenger	Modernization/Energy Upg.	2030	1
409	246129	7137 Village Shore	Modernization/Energy Upg.	2030	1
409	246130	7124 Desert Clover	Modernization/Energy Upg.	2030	1
409	246131	9513 Sweet Sage Avenue	Modernization/Energy Upg.	2030	1
409	246132	4433 MOSSY ROCK COURT	Modernization/Energy Upg.	2030	1
409	246133	1408 DRESDEN DOLL	Modernization/Energy Upg.	2030	1
409	246134	6741 BREMERTON CR	Modernization/Energy Upg.	2030	1
409	246135	4116 Talavera Court	Modernization/Energy Upg.	2030	1
409	246136	4124 TALAVERA COURT	Modernization/Energy Upg.	2030	1
409	246137	5521 CLEARY COURT	Modernization/Energy Upg.	2030	1
409	246138	2020 JADE HILLS COURT	Modernization/Energy Upg.	2030	1
409	246139	6220 LA MADRE WAY	Modernization/Energy Upg.	2030	1
409	246140	1201 RAINBOW MEADOWS DRIV	Modernization/Energy Upg.	2030	1
409	246141	5320 RANCHER AVENUE	Modernization/Energy Upg.	2030	1
409	246142	9512 Fox Forest Ave	Modernization/Energy Upg.	2030	1
409	246143	532 RIVER BED STREET	Modernization/Energy Upg.	2030	1
409	246144	5101 YELLOW DAWN	Modernization/Energy Upg.	2030	1
409	246145	6568 SWEETZER WAY	Modernization/Energy Upg.	2030	1
409	246146	7005 BALLROOM COURT	Modernization/Energy Upg.	2030	1
409	246147	5708 ROYAL CASTLE LANE	Modernization/Energy Upg.	2030	1
409	246148	7257 CREST PEAK AVENUE	Modernization/Energy Upg.	2030	1
409	246149	5701 GRAND ENTRIES DRIVE	Modernization/Energy Upg.	2030	1
409	246150	8524 LAST POINT AVENUE	Modernization/Energy Upg.	2030	1
409	246151	6600 WOODSWORTH AVENUE	Modernization/Energy Upg.	2030	1
409	246152	8133 HYDRA LANE	Modernization/Energy Upg.	2030	1
409	246153	6653 PROSPECT CLAIM COURT	Modernization/Energy Upg.	2030	1
409	246154	4521 Soda Ash Ave	Modernization/Energy Upg.	2030	1
409	246155	4572 MORNING JEWEL AVENUE	Modernization/Energy Upg.	2030	1
409	246156	1236 LUCKY GOLD COURT	Modernization/Energy Upg.	2030	1
					155
409	247001	2712 RISING LEGEND WAY	Modernization/Energy Upg.	2030	1
409	247002	2349 HEATHER MEADOWS COURT	Modernization/Energy Upg.	2030	1
409	247003	1425 HELEN BELLE DRIVE	Modernization/Energy Upg.	2030	1
409	247004	740 CONCRETE COURT	Modernization/Energy Upg.	2030	1
409	247005	4801 LINKWOOD DRIVE	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	247006	4568 ROSS AVE	Modernization/Energy Upg.	2030	1
409	247007	4420 BRISTOL MANOR DR	Modernization/Energy Upg.	2030	1
					7
					386

AMP No.	Unit Number	Unit Address	Scope of Work	Estimated Completion	Count
Biegger Estates - Rental Assistance Demonstration (RAD) Program application or Mixed Finance application to be submitted 2015. Anticipated approval 2015. Estimated Construction NTP Date: 2016. Anticipated Completion: 2017					
406	00BE1A	5701 MISSOURI # 1-A	Comprehensive Modernization	2017	1
406	00BE1B	5701 MISSOURI # 1-B	Comprehensive Modernization	2017	1
406	00BE1C	5701 MISSOURI # 1-C	Comprehensive Modernization	2017	1
406	00BE1D	5701 MISSOURI # 1-D	Comprehensive Modernization	2017	1
406	00BE2A	5701 MISSOURI # 2-A	Comprehensive Modernization	2017	1
406	00BE2B	5701 MISSOURI # 2-B	Comprehensive Modernization	2017	1
406	00BE2C	5701 MISSOURI # 2-C	Comprehensive Modernization	2017	1
406	00BE2D	5701 MISSOURI # 2-D	Comprehensive Modernization	2017	1
406	00BE3A	5701 MISSOURI # 3-A	Comprehensive Modernization	2017	1
406	00BE3B	5701 MISSOURI # 3-B	Comprehensive Modernization	2017	1
406	00BE3C	5701 MISSOURI # 3-C	Comprehensive Modernization	2017	1
406	00BE3D	5701 MISSOURI # 3-D	Comprehensive Modernization	2017	1
406	00BE4A	5701 MISSOURI # 4-A	Comprehensive Modernization	2017	1
406	00BE4B	5701 MISSOURI # 4-B	Comprehensive Modernization	2017	1
406	00BE4C	5701 MISSOURI # 4-C	Comprehensive Modernization	2017	1
406	00BE5A	5701 MISSOURI # 5-A	Comprehensive Modernization	2017	1
406	00BE5B	5701 MISSOURI # 5-B	Comprehensive Modernization	2017	1
406	00BE5C	5701 MISSOURI # 5-C	Comprehensive Modernization	2017	1
406	00BE5D	5701 MISSOURI # 5-D	Comprehensive Modernization	2017	1
406	00BE6A	5701 MISSOURI # 6-A	Comprehensive Modernization	2017	1
406	00BE6B	5701 MISSOURI # 6-B	Comprehensive Modernization	2017	1
406	00BE6C	5701 MISSOURI # 6-C	Comprehensive Modernization	2017	1
406	00BE6D	5701 MISSOURI # 6-D	Comprehensive Modernization	2017	1
406	00BE7A	5701 MISSOURI # 7-A	Comprehensive Modernization	2017	1
406	00BE7B	5701 MISSOURI # 7-B	Comprehensive Modernization	2017	1
406	00BE7C	5701 MISSOURI # 7-C	Comprehensive Modernization	2017	1
406	00BE7D	5701 MISSOURI # 7-D	Comprehensive Modernization	2017	1
406	00BE8A	5701 MISSOURI # 8-A	Comprehensive Modernization	2017	1
406	00BE8B	5701 MISSOURI # 8-B	Comprehensive Modernization	2017	1
406	00BE8C	5701 MISSOURI # 8-C	Comprehensive Modernization	2017	1
406	00BE9A	5701 MISSOURI # 9-A	Comprehensive Modernization	2017	1
406	00BE9B	5701 MISSOURI # 9-B	Comprehensive Modernization	2017	1

Units with Approved Vacancies for Modernization

406	00BE9C	5701 MISSOURI # 9-C	Comprehensive Modernization	2017	1
406	00BE9D	5701 MISSOURI # 9-D	Comprehensive Modernization	2017	1
406	0BE10A	5701 MISSOURI # 10-A	Comprehensive Modernization	2017	1
406	0BE10B	5701 MISSOURI # 10-B	Comprehensive Modernization	2017	1
406	0BE10C	5701 MISSOURI # 10-C	Comprehensive Modernization	2017	1
406	0BE10D	5701 MISSOURI # 10-D	Comprehensive Modernization	2017	1
406	0BE11A	5701 MISSOURI # 11-A	Comprehensive Modernization	2017	1
406	0BE11B	5701 MISSOURI # 11-B	Comprehensive Modernization	2017	1
406	0BE11C	5701 MISSOURI # 11-C	Comprehensive Modernization	2017	1
406	0BE11D	5701 MISSOURI # 11-D	Comprehensive Modernization	2017	1
406	0BE12A	5701 MISSOURI # 12-A	Comprehensive Modernization	2017	1
406	0BE12B	5701 MISSOURI # 12-B	Comprehensive Modernization	2017	1
406	0BE12C	5701 MISSOURI # 12-C	Comprehensive Modernization	2017	1
406	0BE12D	5701 MISSOURI # 12-D	Comprehensive Modernization	2017	1
406	0BE13A	5701 MISSOURI # 13-A	Comprehensive Modernization	2017	1
406	0BE13B	5701 MISSOURI # 13-B	Comprehensive Modernization	2017	1
406	0BE13C	5701 MISSOURI # 13-C	Comprehensive Modernization	2017	1
406	0BE14A	5701 MISSOURI # 14-A	Comprehensive Modernization	2017	1
406	0BE14B	5701 MISSOURI # 14-B	Comprehensive Modernization	2017	1
406	0BE14C	5701 MISSOURI # 14-C	Comprehensive Modernization	2017	1
406	0BE15A	5701 MISSOURI # 15-A	Comprehensive Modernization	2017	1
406	0BE15B	5701 MISSOURI # 15-B	Comprehensive Modernization	2017	1
406	0BE15C	5701 MISSOURI # 15-C	Comprehensive Modernization	2017	1
406	0BE15D	5701 MISSOURI # 15-D	Comprehensive Modernization	2017	1
406	0BE16A	5701 MISSOURI # 16-A	Comprehensive Modernization	2017	1
406	0BE16B	5701 MISSOURI # 16-B	Comprehensive Modernization	2017	1
406	0BE16C	5701 MISSOURI # 16-C	Comprehensive Modernization	2017	1
406	0BE16D	5701 MISSOURI # 16-D	Comprehensive Modernization	2017	1
406	0BE17A	5701 MISSOURI # 17-A	Comprehensive Modernization	2017	1
406	0BE17B	5701 MISSOURI # 17-B	Comprehensive Modernization	2017	1
406	0BE17C	5701 MISSOURI # 17-C	Comprehensive Modernization	2017	1
406	0BE18A	5701 MISSOURI # 18-A	Comprehensive Modernization	2017	1
406	0BE18B	5701 MISSOURI # 18-B	Comprehensive Modernization	2017	1
406	0BE18C	5701 MISSOURI # 18-C	Comprehensive Modernization	2017	1
406	0BE18D	5701 MISSOURI # 18-D	Comprehensive Modernization	2017	1
406	0BE19A	5701 MISSOURI # 19-A	Comprehensive Modernization	2017	1
406	0BE19B	5701 MISSOURI # 19-B	Comprehensive Modernization	2017	1
406	0BE19C	5701 MISSOURI # 19-C	Comprehensive Modernization	2017	1
406	0BE19D	5701 MISSOURI # 19-D	Comprehensive Modernization	2017	1
406	0BE20A	5701 MISSOURI # 20-A	Comprehensive Modernization	2017	1
406	0BE20B	5701 MISSOURI # 20-B	Comprehensive Modernization	2017	1

Units with Approved Vacancies for Modernization

406	0BE20C	5701 MISSOURI # 20-C	Comprehensive Modernization	2017	1
406	0BE21A	5701 MISSOURI # 21-A	Comprehensive Modernization	2017	1
406	0BE21B	5701 MISSOURI # 21-B	Comprehensive Modernization	2017	1
406	0BE21C	5701 MISSOURI # 21-C	Comprehensive Modernization	2017	1
406	0BE22A	5701 MISSOURI # 22-A	Comprehensive Modernization	2017	1
406	0BE22B	5701 MISSOURI # 22-B	Comprehensive Modernization	2017	1
406	0BE22C	5701 MISSOURI # 22-C	Comprehensive Modernization	2017	1
406	0BE22D	5701 MISSOURI # 22-D	Comprehensive Modernization	2017	1
406	0BE23A	5701 MISSOURI # 23-A	Comprehensive Modernization	2017	1
406	0BE23B	5701 MISSOURI # 23-B	Comprehensive Modernization	2017	1
406	0BE23C	5701 MISSOURI # 23-C	Comprehensive Modernization	2017	1
406	0BE24A	5701 MISSOURI # 24-A	Comprehensive Modernization	2017	1
406	0BE24B	5701 MISSOURI # 24-B	Comprehensive Modernization	2017	1
406	0BE24C	5701 MISSOURI # 24-C	Comprehensive Modernization	2017	1
406	0BE24D	5701 MISSOURI # 24-D	Comprehensive Modernization	2017	1
406	0BE25A	5701 MISSOURI # 25-A	Comprehensive Modernization	2017	1
406	0BE25B	5701 MISSOURI # 25-B	Comprehensive Modernization	2017	1
406	0BE25C	5701 MISSOURI # 25-C	Comprehensive Modernization	2017	1
406	0BE25D	5701 MISSOURI # 25-D	Comprehensive Modernization	2017	1
406	0BE26A	5701 MISSOURI # 26-A	Comprehensive Modernization	2017	1
406	0BE26B	5701 MISSOURI # 26-B	Comprehensive Modernization	2017	1
406	0BE27A	5701 MISSOURI # 27-A	Comprehensive Modernization	2017	1
406	0BE27B	5701 MISSOURI # 27-B	Comprehensive Modernization	2017	1
406	0BE27C	5701 MISSOURI # 27-C	Comprehensive Modernization	2017	1
406	0BE27D	5701 MISSOURI # 27-D	Comprehensive Modernization	2017	1
406	0BE28A	5701 MISSOURI # 28-A	Comprehensive Modernization	2017	1
406	0BE28B	5701 MISSOURI # 28-B	Comprehensive Modernization	2017	1
406	0BE28C	5701 MISSOURI # 28-C	Comprehensive Modernization	2017	1
406	0BE28D	5701 MISSOURI # 28-D	Comprehensive Modernization	2017	1
406	0BE29A	5701 MISSOURI # 29-A	Comprehensive Modernization	2017	1
406	0BE29B	5701 MISSOURI # 29-B	Comprehensive Modernization	2017	1
406	0BE29C	5701 MISSOURI # 29-C	Comprehensive Modernization	2017	1
406	0BE29D	5701 MISSOURI # 29-D	Comprehensive Modernization	2017	1
406	0BE30A	5701 MISSOURI # 30-A	Comprehensive Modernization	2017	1
406	0BE30B	5701 MISSOURI # 30-B	Comprehensive Modernization	2017	1
406	0BE30C	5701 MISSOURI # 30-C	Comprehensive Modernization	2017	1
406	0BE31A	5701 MISSOURI # 31-A	Comprehensive Modernization	2017	1
406	0BE31B	5701 MISSOURI # 31-B	Comprehensive Modernization	2017	1
406	0BE31C	5701 MISSOURI # 31-C	Comprehensive Modernization	2017	1
406	0BE32A	5701 MISSOURI # 32-A	Comprehensive Modernization	2017	1
406	0BE32B	5701 MISSOURI # 32-B	Comprehensive Modernization	2017	1

Units with Approved Vacancies for Modernization

406	0BE32C	5701 MISSOURI # 32-C	Comprehensive Modernization	2017	1
406	0BE32D	5701 MISSOURI # 32-D	Comprehensive Modernization	2017	1
406	0BE33A	5701 MISSOURI # 33-A	Comprehensive Modernization	2017	1
406	0BE33B	5701 MISSOURI # 33-B	Comprehensive Modernization	2017	1
406	0BE33C	5701 MISSOURI # 33-C	Comprehensive Modernization	2017	1
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AMP No.	Unit Number	Unit Address	Scope of Work	Estimated Completion	Count
Rose Gardens - Rental Assistance Demonstration (RAD) Program application or Mixed Finance application to be submitted 2015. -Approved 2016. Estimated Construction NTP Date: 2017. Anticipated Completion: 2018					
403	730101	1632 YALE ST # 101	Redevelopment	2018	1
403	730102	1632 YALE ST # 102	Redevelopment	2018	1
403	730103	1632 YALE ST # 103	Redevelopment	2018	1
403	730104	1632 YALE ST # 104	Redevelopment	2018	1
403	730105	1632 YALE ST # 105	Redevelopment	2018	1
403	730106	1632 YALE ST # 106	Redevelopment	2018	1
403	730107	1632 YALE ST # 107	Redevelopment	2018	1
403	730108	1632 YALE ST # 108	Redevelopment	2018	1
403	730109	1632 YALE ST # 109	Redevelopment	2018	1
403	730110	1632 YALE ST # 110	Redevelopment	2018	1
403	730111	1632 YALE ST # 111	Redevelopment	2018	1
403	730112	1632 YALE ST #112	Redevelopment	2018	1
403	730113	1632 YALE ST #113	Redevelopment	2018	1
403	730114	1632 YALE ST #114	Redevelopment	2018	1
403	730115	1632 YALE ST # 115	Redevelopment	2018	1
403	730116	1632 YALE ST # 116	Redevelopment	2018	1
403	730117	1632 YALE ST # 117	Redevelopment	2018	1
403	730118	1632 YALE ST # 118	Redevelopment	2018	1
403	730119	1632 YALE ST # 119	Redevelopment	2018	1
403	730120	1632 YALE ST # 120	Redevelopment	2018	1
403	730121	1632 YALE ST # 121	Redevelopment	2018	1
403	730122	1632 YALE ST # 122	Redevelopment	2018	1
403	730123	1632 YALE ST # 123	Redevelopment	2018	1
403	730124	1632 YALE ST # 124	Redevelopment	2018	1
403	730125	1632 YALE ST # 125	Redevelopment	2018	1
403	730126	1632 YALE ST # 126	Redevelopment	2018	1
403	730127	1632 YALE ST # 127	Redevelopment	2018	1
403	730128	1632 YALE ST # 128	Redevelopment	2018	1
403	730129	1632 YALE ST # 129	Redevelopment	2018	1
403	730130	1632 YALE ST # 130	Redevelopment	2018	1

Units with Approved Vacancies for Modernization

403	730131	1632 YALE ST # 131	Redevelopment	2018	1
403	730132	1632 YALE ST # 132	Redevelopment	2018	1
403	730133	1632 YALE ST # 133	Redevelopment	2018	1
403	730134	1632 YALE ST# 134	Redevelopment	2018	1
403	730135	1632 YALE ST # 135	Redevelopment	2018	1
403	730136	1632 YALE ST #136	Redevelopment	2018	1
403	730137	1632 YALE ST # 137	Redevelopment	2018	1
403	730138	1632 YALE ST # 138	Redevelopment	2018	1
403	730139	1632 YALE ST # 139	Redevelopment	2018	1
403	730140	1632 YALE ST # 140	Redevelopment	2018	1
403	730201	1632 YALE ST # 201	Redevelopment	2018	1
403	730202	1632 YALE ST # 202	Redevelopment	2018	1
403	730203	1632 YALE ST # 203	Redevelopment	2018	1
403	730204	1632 YALE ST # 204	Redevelopment	2018	1
403	730205	1632 YALE ST # 205	Redevelopment	2018	1
403	730206	1632 YALE ST # 206	Redevelopment	2018	1
403	730207	1632 YALE ST # 207	Redevelopment	2018	1
403	730208	1632 YALE ST # 208	Redevelopment	2018	1
403	730209	1632 YALE ST # 209	Redevelopment	2018	1
403	730210	1632 YALE ST # 210	Redevelopment	2018	1
403	730211	1632 YALE ST # 211	Redevelopment	2018	1
403	730212	1632 YALE ST # 212	Redevelopment	2018	1
403	730213	1632 YALE ST # 213	Redevelopment	2018	1
403	730214	1632 YALE ST # 214	Redevelopment	2018	1
403	730215	1632 YALE ST # 215	Redevelopment	2018	1
403	730216	1632 YALE ST # 216	Redevelopment	2018	1
403	730217	1632 YALE ST # 217	Redevelopment	2018	1
403	730218	1632 YALE ST # 218	Redevelopment	2018	1
403	730219	1632 YALE ST # 219	Redevelopment	2018	1
403	730220	1632 YALE ST # 220	Redevelopment	2018	1
403	730221	1632 YALE ST # 221	Redevelopment	2018	1
403	730222	1632 YALE ST # 222	Redevelopment	2018	1
403	730223	1632 YALE ST # 223	Redevelopment	2018	1
403	730224	1632 YALE ST # 224	Redevelopment	2018	1
403	730225	1632 YALE ST # 225	Redevelopment	2018	1
403	730226	1632 YALE ST # 226	Redevelopment	2018	1
403	730227	1632 YALE ST # 227	Redevelopment	2018	1
403	730228	1632 YALE ST # 228	Redevelopment	2018	1
403	730229	1632 YALE ST # 229	Redevelopment	2018	1
403	730230	1632 YALE ST # 230	Redevelopment	2018	1
403	730231	1632 YALE ST # 231	Redevelopment	2018	1

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403	730232	1632 YALE ST # 232	Redevelopment	2018	1
403	730233	1632 YALE ST # 233	Redevelopment	2018	1
403	730234	1632 YALE ST# 234	Redevelopment	2018	1
403	730235	1632 YALE ST # 235	Redevelopment	2018	1
403	730236	1632 YALE ST # 236	Redevelopment	2018	1
403	730237	1632 YALE ST # 237	Redevelopment	2018	1
403	730238	1632 YALE ST # 238	Redevelopment	2018	1
403	730239	1632 YALE ST # 239	Redevelopment	2018	1
403	730240	1632 YALE ST # 240	Redevelopment	2018	1
403	730301	1632 YALE ST # 301	Redevelopment	2018	1
403	730302	1632 YALE ST # 302	Redevelopment	2018	1
403	730303	1632 YALE ST # 303	Redevelopment	2018	1
403	730304	1632 YALE ST # 304	Redevelopment	2018	1
403	730305	1632 YALE ST # 305	Redevelopment	2018	1
403	730306	1632 YALE ST # 306	Redevelopment	2018	1
403	730307	1632 YALE ST # 307	Redevelopment	2018	1
403	730308	1632 YALE ST # 308	Redevelopment	2018	1
403	730309	1632 YALE ST # 309	Redevelopment	2018	1
403	730310	1632 YALE ST # 310	Redevelopment	2018	1
403	730311	1632 YALE ST # 311	Redevelopment	2018	1
403	730312	1632 YALE ST # 312	Redevelopment	2018	1
403	730313	1632 YALE ST # 313	Redevelopment	2018	1
403	730314	1632 YALE ST # 314	Redevelopment	2018	1
403	730315	1632 YALE ST # 315	Redevelopment	2018	1
403	730316	1632 YALE ST # 316	Redevelopment	2018	1
403	730317	1632 YALE ST # 317	Redevelopment	2018	1
403	730318	1632 YALE ST # 318	Redevelopment	2018	1
403	730319	1632 YALE ST # 319	Redevelopment	2018	1
403	730320	1632 YALE ST # 320	Redevelopment	2018	1
403	730321	1632 YALE ST # 321	Redevelopment	2018	1
403	730322	1632 YALE ST # 322	Redevelopment	2018	1
403	730323	1632 YALE ST # 323	Redevelopment	2018	1
403	730324	1632 YALE ST # 324	Redevelopment	2018	1
403	730325	1632 YALE ST # 325	Redevelopment	2018	1
403	730326	1632 YALE ST # 326	Redevelopment	2018	1
403	730327	1632 YALE ST # 327	Redevelopment	2018	1
403	730328	1632 YALE ST # 328	Redevelopment	2018	1
403	730329	1632 YALE ST # 329	Redevelopment	2018	1
403	730330	1632 YALE ST # 330	Redevelopment	2018	1
403	730331	1632 YALE ST # 331	Redevelopment	2018	1
403	730332	1632 YALE ST # 332	Redevelopment	2018	1

Units with Approved Vacancies for Modernization

403	730333	1632 YALE ST # 333	Redevelopment	2018	1
403	730334	1632 YALE ST# 334	Redevelopment	2018	1
403	730335	1632 YALE ST # 335	Redevelopment	2018	1
403	730336	1632 YALE ST # 336	Redevelopment	2018	1
403	730337	1632 YALE ST # 337	Redevelopment	2018	1
403	730338	1632 YALE ST # 338	Redevelopment	2018	1
403	730339	1632 YALE ST # 339	Redevelopment	2018	1
403	730340	1632 YALE ST # 340	Redevelopment	2018	1
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AMP No.	Unit Number	Unit Address	Scope of Work	Estimated Completion	Count
Espinoza Terrace - Rental Assistance Demonstration (RAD) Program application submitted 2015. Anticipated approval 2016. CHAP Received March 2017. Estimated Construction NTP Date: 2018. Anticipated Completion: 2019					
404	00ET1A	171 VAN WAGENEN #1A	Comprehensive Modernization	2019	1
404	00ET1B	171 VAN WAGENEN #1B	Comprehensive Modernization	2019	1
404	00ET1C	171 VAN WAGENEN #1C	Comprehensive Modernization	2019	1
404	00ET1D	171 VAN WAGENEN #1D	Comprehensive Modernization	2019	1
404	00ET2A	171 VAN WAGENEN #2A	Comprehensive Modernization	2019	1
404	00ET2B	171 VAN WAGENEN #2B	Comprehensive Modernization	2019	1
404	00ET2C	171 VAN WAGENEN #2C	Comprehensive Modernization	2019	1
404	00ET2D	171 VAN WAGENEN #2D	Comprehensive Modernization	2019	1
404	00ET2E	171 VAN WAGENEN #2E	Comprehensive Modernization	2019	1
404	00ET2F	171 VAN WAGENEN #2F	Comprehensive Modernization	2019	1
404	00ET3A	171 VAN WAGENEN #3A	Comprehensive Modernization	2019	1
404	00ET3B	171 VAN WAGENEN #3B	Comprehensive Modernization	2019	1
404	00ET3C	171 VAN WAGENEN #3C	Comprehensive Modernization	2019	1
404	00ET3D	171 VAN WAGENEN #3D	Comprehensive Modernization	2019	1
404	00ET3E	171 VAN WAGENEN #3E	Comprehensive Modernization	2019	1
404	00ET3F	171 VAN WAGENEN #3F	Comprehensive Modernization	2019	1
404	00ET4A	171 VAN WAGENEN #4A	Comprehensive Modernization	2019	1
404	00ET4B	171 VAN WAGENEN #4B	Comprehensive Modernization	2019	1
404	00ET4C	171 VAN WAGENEN #4C	Comprehensive Modernization	2019	1
404	00ET4D	171 VAN WAGENEN #4D	Comprehensive Modernization	2019	1
404	00ET4E	171 VAN WAGENEN #4E	Comprehensive Modernization	2019	1
404	00ET4F	171 VAN WAGENEN #4F	Comprehensive Modernization	2019	1
404	00ET5A	171 VAN WAGENEN #5A	Comprehensive Modernization	2019	1
404	00ET5B	171 VAN WAGENEN #5B	Comprehensive Modernization	2019	1
404	00ET5C	171 VAN WAGENEN #5C	Comprehensive Modernization	2019	1

Units with Approved Vacancies for Modernization

404	00ET5D	171 VAN WAGENEN #5D	Comprehensive Modernization	2019	1
404	00ET5E	171 VAN WAGENEN #5E	Comprehensive Modernization	2019	1
404	00ET5F	171 VAN WAGENEN #5F	Comprehensive Modernization	2019	1
404	00ET6A	171 VAN WAGENEN #6A	Comprehensive Modernization	2019	1
404	00ET6B	171 VAN WAGENEN #6B	Comprehensive Modernization	2019	1
404	00ET6C	171 VAN WAGENEN #6C	Comprehensive Modernization	2019	1
404	00ET6D	171 VAN WAGENEN #6D	Comprehensive Modernization	2019	1
404	00ET7A	171 VAN WAGENEN #7A	Comprehensive Modernization	2019	1
404	00ET7B	171 VAN WAGENEN #7B	Comprehensive Modernization	2019	1
404	00ET7C	171 VAN WAGENEN #7C	Comprehensive Modernization	2019	1
404	00ET7D	171 VAN WAGENEN #7D	Comprehensive Modernization	2019	1
404	00ET9A	171 VAN WAGENEN #9A	Comprehensive Modernization	2019	1
404	00ET9B	171 VAN WAGENEN #9B	Comprehensive Modernization	2019	1
404	00ET9C	171 VAN WAGENEN #9C	Comprehensive Modernization	2019	1
404	00ET9D	171 VAN WAGENEN #9D	Comprehensive Modernization	2019	1
404	00ET9E	171 VAN WAGENEN #9E	Comprehensive Modernization	2019	1
404	00ET9F	171 VAN WAGENEN #9F	Comprehensive Modernization	2019	1
404	0ET10A	171 VAN WAGENEN #10A	Comprehensive Modernization	2019	1
404	0ET10B	171 VAN WAGENEN #10B	Comprehensive Modernization	2019	1
404	0ET10C	171 VAN WAGENEN #10C	Comprehensive Modernization	2019	1
404	0ET10D	171 VAN WAGENEN #10D	Comprehensive Modernization	2019	1
404	0ET10E	171 VAN WAGENEN #10E	Comprehensive Modernization	2019	1
404	0ET10F	171 VAN WAGENEN #10F	Comprehensive Modernization	2019	1
404	0ET11A	171 VAN WAGENEN #11A	Comprehensive Modernization	2019	1
404	0ET11B	171 VAN WAGENEN #11B	Comprehensive Modernization	2019	1
404	0ET11C	171 VAN WAGENEN #11C	Comprehensive Modernization	2019	1
404	0ET11D	171 VAN WAGENEN #11D	Comprehensive Modernization	2019	1
404	0ET11E	171 VAN WAGENEN #11E	Comprehensive Modernization	2019	1
404	0ET11F	171 VAN WAGENEN #11F	Comprehensive Modernization	2019	1
404	0ET12A	171 VAN WAGENEN #12A	Comprehensive Modernization	2019	1
404	0ET12B	171 VAN WAGENEN #12B	Comprehensive Modernization	2019	1
404	0ET12C	171 VAN WAGENEN #12C	Comprehensive Modernization	2019	1
404	0ET12D	171 VAN WAGENEN #12D	Comprehensive Modernization	2019	1
404	0ET12E	171 VAN WAGENEN #12E	Comprehensive Modernization	2019	1
404	0ET12F	171 VAN WAGENEN #12F	Comprehensive Modernization	2019	1
404	0ET13A	171 VAN WAGENEN #13A	Comprehensive Modernization	2019	1
404	0ET13B	171 VAN WAGENEN #13B	Comprehensive Modernization	2019	1
404	0ET13C	171 VAN WAGENEN #13C	Comprehensive Modernization	2019	1
404	0ET13D	171 VAN WAGENEN #13D	Comprehensive Modernization	2019	1
404	0ET13E	171 VAN WAGENEN #13E	Comprehensive Modernization	2019	1
404	0ET13F	171 VAN WAGENEN #13F	Comprehensive Modernization	2019	1

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404	0ET14A	171 VAN WAGENEN #14A	Comprehensive Modernization	2019	1
404	0ET14B	171 VAN WAGENEN #14B	Comprehensive Modernization	2019	1
404	0ET14C	171 VAN WAGENEN #14C	Comprehensive Modernization	2019	1
404	0ET14D	171 VAN WAGENEN #14D	Comprehensive Modernization	2019	1
404	0ET14E	171 VAN WAGENEN #14E	Comprehensive Modernization	2019	1
404	0ET14F	171 VAN WAGENEN #14F	Comprehensive Modernization	2019	1
404	0ET15A	171 VAN WAGENEN #15A	Comprehensive Modernization	2019	1
404	0ET15B	171 VAN WAGENEN #15B	Comprehensive Modernization	2019	1
404	0ET15C	171 VAN WAGENEN #15C	Comprehensive Modernization	2019	1
404	0ET15D	171 VAN WAGENEN #15D	Comprehensive Modernization	2019	1
404	0ET16A	171 VAN WAGENEN #16A	Comprehensive Modernization	2019	1
404	0ET16B	171 VAN WAGENEN #16B	Comprehensive Modernization	2019	1
404	0ET16C	171 VAN WAGENEN #16C	Comprehensive Modernization	2019	1
404	0ET16D	171 VAN WAGENEN #16D	Comprehensive Modernization	2019	1
404	0ET17A	171 VAN WAGENEN #17A	Comprehensive Modernization	2019	1
404	0ET17B	171 VAN WAGENEN #17B	Comprehensive Modernization	2019	1
404	0ET17C	171 VAN WAGENEN #17C	Comprehensive Modernization	2019	1
404	0ET17D	171 VAN WAGENEN #17D	Comprehensive Modernization	2019	1
404	0ET17E	171 VAN WAGENEN #17E	Comprehensive Modernization	2019	1
404	0ET17F	171 VAN WAGENEN #17F	Comprehensive Modernization	2019	1
404	0ET18A	171 VAN WAGENEN #18A	Comprehensive Modernization	2019	1
404	0ET18B	171 VAN WAGENEN #18B	Comprehensive Modernization	2019	1
404	0ET18C	171 VAN WAGENEN #18C	Comprehensive Modernization	2019	1
404	0ET18D	171 VAN WAGENEN #18D	Comprehensive Modernization	2019	1
404	0ET18E	171 VAN WAGENEN #18E	Comprehensive Modernization	2019	1
404	0ET18F	171 VAN WAGENEN #18F	Comprehensive Modernization	2019	1
404	0ET19A	171 VAN WAGENEN #19A	Comprehensive Modernization	2019	1
404	0ET19B	171 VAN WAGENEN #19B	Comprehensive Modernization	2019	1
404	0ET19C	171 VAN WAGENEN #19C	Comprehensive Modernization	2019	1
404	0ET19D	171 VAN WAGENEN #19D	Comprehensive Modernization	2019	1
404	0ET20A	171 VAN WAGENEN #20A	Comprehensive Modernization	2019	1
404	0ET20B	171 VAN WAGENEN #20B	Comprehensive Modernization	2019	1
404	0ET20C	171 VAN WAGENEN #20C	Comprehensive Modernization	2019	1
404	0ET20D	171 VAN WAGENEN #20D	Comprehensive Modernization	2019	1
					100

Attachment B3

**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 10/1/2017, 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.

Southern Nevada Regional Housing Authority

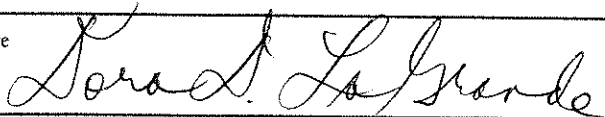
NV-18

PHA Name

PHA Number/HA Code

- 5-Year PHA Plan for Fiscal Years 20¹⁸ - 20²²
- Annual PHA Plan for Fiscal Years 20¹⁷ - 20¹⁸

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
Dora LaGrande	Board Chairman
Signature	Date
	6/15/17

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.

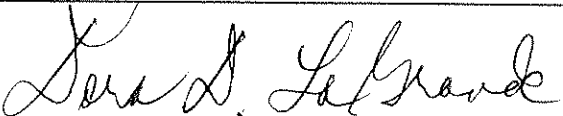
Southern Nevada Regional Housing Authority

NV-18

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 Dora LaGrande		Title Board Chairman	
Signature 		Date 6/15/17	

FY2018

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

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 X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 10/01/2017, 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 has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (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 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.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing 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 by maintaining records reflecting these analyses and actions.
7. For PHA Plans 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 2010-25);
 - 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 a 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 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.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

13. 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.
14. 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.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. 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.
17. 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).
18. 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.
19. 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.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

NV-18


PHA Name

PHA Number/HA Code

Annual PHA Plan for Fiscal Year 20 18

5-Year PHA Plan for Fiscal Years 20 18 - 20 22

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 Dora D. LaGrande	Title Chairperson
Signature 	Date <u>6/15/17</u>

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Annual Agency Plan & 5YR Action Plan 2018-2022

Applicant Name

Southern Nevada Regional Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Operating Funds & Capital Fund Program Funds & Section 8 Funds

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

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

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

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

Amparo Gamazo

Title

Agency Oversight Director

Signature

Date (mm/dd/yyyy)

4/15/17

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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: <u>Amparo Gamazo</u> Title: <u>Agency Oversight Director</u> Telephone No.: <u>702-477-3158</u> Date: <u>6/15/17</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Attachment B4

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

MANAGEMENT'S DISCUSSION & ANALYSIS
AND AUDITED FINANCIAL STATEMENTS

FISCAL YEAR ENDED SEPTEMBER 30, 2016

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SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

**REPORT ON EXAMINATION
OF FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION**

FISCAL YEAR ENDED SEPTEMBER 30, 2016



**UNMODIFIED OPINIONS ON BASIC FINANCIAL STATEMENTS ACCOMPANIED BY REQUIRED SUPPLEMENTARY INFORMATION
AND OTHER INFORMATION – STATE OR LOCAL GOVERNMENTAL ENTITY**

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Southern Nevada Regional Housing Authority
Las Vegas, Nevada

San Francisco Regional Office
Public Housing Division
One Sansome Street, Suite 1200
San Francisco, CA 94104

Report on Financial Statements

We have audited the accompanying financial statements of the Southern Nevada Regional Housing Authority as of and for the year ended September 30, 2016, and the related notes to the financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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 involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinions.

Opinion

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Southern Nevada Regional Housing Authority, as of September 30, 2016, and the respective changes in financial position and, where appropriate, cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

The financial statements include the discretely presented financial statements of Landsman Family, LLC as of December 31, 2015. These financial statements were audited by other auditors whose reports expressed an unmodified opinion on those statements.

Required Supplementary Information

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

Supplementary and Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements of the Southern Nevada Regional Housing Authority. The accompanying Schedule of Expenditures of Federal Awards as required by Uniform Guidance, as well as the Financial Data Schedules and Special Reports required by the U.S. Department of Housing and Urban Development, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 23, 2017 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* in considering the Authority's internal control over financial reporting and compliance.


Rector, Reeder & Lofton, P.C.
Certified Public Accountants

Lawrenceville, Georgia
June 23, 2017

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

MANAGEMENT'S DISCUSSION & ANALYSIS

FISCAL YEAR ENDED SEPTEMBER 30, 2016

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016**

This section of the Southern Nevada Regional Housing Authority's (the Authority) financial report presents management's analysis of the Authority's financial performance during the year ended September 30, 2016.

FINANCIAL HIGHLIGHTS AND CONCLUSIONS

At September 30, 2016, total assets were \$195,387,920, deferred outflow of resources was \$5,143,855, liabilities were \$48,115,411, and deferred inflow of resources was \$3,733,439; thus total net position was \$148,682,925. Total revenues and expenses were \$156,827,287 and \$154,373,357, respectively.

SNRHA Properties Under RAD Conversion Complete in 2016

Vera Johnson B

Vera Johnson Manor "B" Mixed-Finance project entails the acquisition / rehabilitation of an existing 112-unit low-income family development located in Las Vegas, NV. The property was constructed in 1984 under the Federal Low-Income Public Housing program and is owned and operated by the Southern Nevada Regional Housing Authority (SNRHA). The property was awarded \$1MIL in 2014 9% Low Income Housing Tax Credits and \$1MIL in HOME Funds for its substantial rehabilitation.

The SNRHA submitted December 2013 a RAD application for Vera Johnson Manor B (AMP 314) anticipating a Conditional Housing Assistance Payment (CHAP) agreement issuance by January 2014. However; the CHAP was received April 2015. In an effort to preserve the HOME Funds and Tax Credit Allocations, the SNRHA proceeded with a Mixed Finance Proposal as an Interim Plan for closing mid-April, 2015. Construction was completed May 2016 with a RAD conversion anticipated October 2016. The SNRHA is partnering with Nevada HAND for this project

Vera Johnson Manor B is the fourth public housing preservation venture by the SNRHA and its non-profit subsidiary, Affordable Housing Program, Inc.

The project financing for Vera Johnson Manor B includes equity from the sale of 9% Low Income Housing Tax Credits issued through the Nevada Housing Division, public housing capital funds from SNRHA and HOME funds from City of Las Vegas.

Biegger Estates

Biegger Estates RAD project entails the acquisition / rehabilitation of an existing 119-unit low-income family development located in Las Vegas, NV. The property was constructed in 1985 under the Federal Low-Income Public Housing program and is owned and operated by the Southern Nevada Regional Housing Authority (SNRHA). The property was awarded \$1MIL in 2015 9% Low Income Housing Tax Credits for its substantial rehabilitation.

The SNRHA submitted March 2015 a RAD application for Biegger Estates and received a Conditional Housing Assistance Payment (CHAP) agreement July 2015. The RAD Conversion Commitment (RCC) was

received March 2016. Financials closed in May 2016. Construction completion anticipated July 2017. The SNRHA self-developed this project

The project financing for Biegger Estates includes equity from the sale of 9% Low Income Housing Tax Credits issued through the Nevada Housing Division and operating funds and public housing capital funds from SNRHA.

The property renovations include comprehensive modernization of all 119 family units and complete site upgrades. The renovation work includes high energy-efficiency standards, as well as, water conservation measures in the units and site with extensive xeriscaping landscape. The work also includes upgrades to their community/administrative building which contain a multi-purpose room and warming kitchen, a computer lab, a library/reading area, exercise room, leasing office. The administrative building also contains space where the SNRHA and local supportive service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition / wellness programs and to promote self-sufficiency.

Biegger Estates is the fifth public housing preservation venture by the SNRHA and its non-profit subsidiary, Affordable Housing Program, Inc.

REQUIRED FINANCIAL STATEMENTS

The financial statements of the Authority report information using accounting methods similar to those used by private sector companies (Enterprise Fund).

The Statement of Net Position (Balance Sheet) includes all of the Authority's assets and liabilities and provides information about the amounts and investments in assets and the obligations to Authority creditors. It also provides a basis of assessing the liquidity and financial flexibility of the Authority. Over time, increases or decreases in net position may serve as a useful indicator of the financial health of the Authority.

The current year's revenues, expenses, and changes in net position are accounted for in the Statement of Revenues, Expenses and Changes in Net Position. This statement reports the Authority's operating and non-operating revenue, by major sources, along with operating and non-operating expenses and capital contributions.

The Statement of Cash Flows provides information about the Authority's cash receipts and disbursements during the reporting period. The statement reports net changes in cash resulting from operations, investing activities and capital related activities.

FINANCIAL ANALYSIS OF THE AUTHORITY

The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about the Authority's activities and are summarized in the following sections.

To begin our analysis, a summary of the Authority's Statement of Net Position is presented in Table I.

Southern Nevada Regional Housing Authority
Comparative Statement of Net Position
Table I

	2016	2015	Total Change	% Change
Current Assets	\$ 22,054,542	\$ 23,403,513	\$ (1,348,971)	-5.76%
Capital Assets	140,510,106	150,244,644	(9,734,538)	-6.48%
Noncurrent Assets	32,823,272	17,173,020	15,650,252	91.13%
Deferred Outflows	5,143,855	964,466	4,179,389	433.34%
Total Assets & Deferred Outflows	\$ 200,531,775	\$ 191,785,643	\$ 8,746,132	4.56%
Current Liabilities	\$ 4,201,714	\$ 4,481,650	\$ (279,936)	-6.25%
Noncurrent Liabilities	43,913,697	35,838,802	8,074,895	22.53%
Total Liabilities	48,115,411	40,320,452	7,794,959	19.33%
Deferred Inflows	3,733,439	5,236,196	(1,502,757)	-28.70%
Net investment in capital assets	137,494,601	147,798,155	(10,303,554)	-6.97%
Restricted	5,691,181	6,753,824	(1,062,643)	-15.73%
Unrestricted	5,497,143	(8,322,984)	13,820,127	-166.05%
Total Net Position	148,682,925	146,228,995	2,453,930	1.68%
Total Liabilities, Deferred Inflows & Net Position	\$ 200,531,775	\$ 191,785,643	\$ 8,746,132	4.56%

Total Assets and Deferred Outflows increased by \$8,746,132 or 4.56%. This increase was largely contributed to the increases in Deferred Outflows of \$4,179,389 or 433.34%, which is due to the timing of pension payments as well as the change in market rates and pension liability amounts. This is discussed further in the accompanying Notes to the Financial Statements. Other Noncurrent Assets also increased significantly by \$15,650,252 or 91.13%, which is due to the noncurrent portion of Notes Receivable of \$12,525,284 or 90.56%, due to additional loan agreements entered into for mixed finance and/or RAD projects. Current Assets decreased by \$1,348,971 or 5.76% due mainly to decreases in prepaid expenses of \$2,680,276 or 92.71%, which is due to the reclassification of pre-development costs. Capital Assets also decreased by \$9,734,538 or 6.48% due to capital dispositions during the year.

Total Liabilities increased by \$7,794,959 or 19.33%, which was due entirely to increases in noncurrent liabilities of \$8,074,895 or 22.53%. The majority of the increase was in Net Pension and OPEB liabilities of \$6,199,787 or 23.30%. This is due to the changes in assumptions in the long-term pension liability published for this fiscal year. The details of this liability is found in the accompanying Notes to the Financial Statements.

Deferred Inflows decreased during the year from \$5,236,196 to \$3,733,439, a decrease of \$1,502,757 or 28.70%.

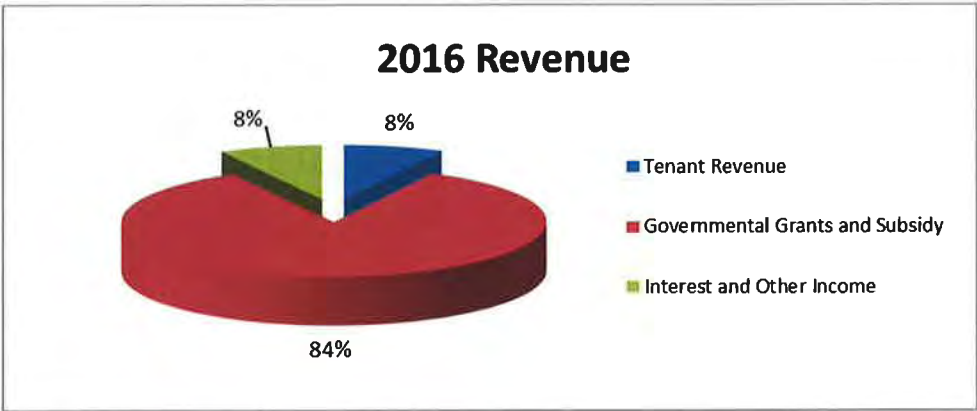
Total Net Position increased by \$2,453,930 or 1.68%. Table II, below, provides a statement of these results.

Southern Nevada Regional Housing Authority
Comparative Statement of Revenues, Expenses and Changes in Net Position
Table II

	2016	2015	Total Change	% Change
Tenant Revenue	\$ 11,910,546	\$ 11,369,321	\$ 541,225	4.76%
Governmental Grants and Subsidy	132,565,398	130,462,324	2,103,074	1.61%
Interest Income	110,622	147,635	(37,013)	-25.07%
Other Income	12,240,721	2,154,943	10,085,778	468.03%
Total Revenue	156,827,287	144,134,223	12,693,064	8.81%
Administration	16,773,178	17,407,270	(634,092)	-3.64%
Tenant Services	2,717,692	3,191,893	(474,201)	-14.86%
Utilities	3,135,049	3,506,311	(371,262)	-10.59%
Maintenance	11,699,240	11,793,888	(94,648)	-0.80%
Protective services	533,037	605,434	(72,397)	-11.96%
Interest expense	328,987	265,958	63,029	23.70%
General expense	4,267,240	2,984,953	1,282,287	42.96%
Housing Assistance Payments	104,728,655	102,627,517	2,101,138	2.05%
Depreciation	10,190,279	10,334,459	(144,180)	-1.40%
Total Expenses	154,373,357	152,717,683	1,655,674	1.08%
Change in Net Position	2,453,930	(8,583,460)	11,037,390	-128.59%
Beginning Net Position	146,228,995	154,812,455	(8,583,460)	-5.54%
Ending Net Position	\$ 148,682,925	\$ 146,228,995	\$ 2,453,930	1.68%

REVENUES

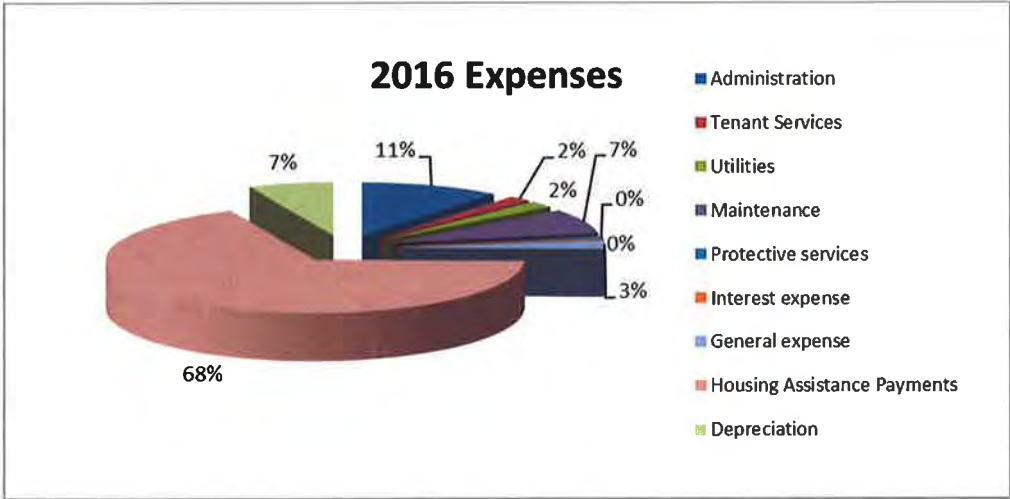
In reviewing the Statement of Revenues, Expenses, and Changes in Net Position, you will find that 84% of the Authority's revenues are derived from grants from the Department of Housing and Urban Development and other governmental agencies. The Authority receives revenue from tenants for dwelling rental charges and miscellaneous charges of 8% of total revenue. Other Revenue including interest from investments comprises the remaining 8%.



Total Revenue increased by \$12,693,064 or 8.81%. The largest increase was in other income of \$10,085,778 or 468.03%, which was due to the gain on sale of Capital Assets of \$7,577,783. Other income also increased by \$2,280,744 or 109.10%, which was due to the accrual of a developer fee. Grants received during the year also increased by \$2,103,074 or 1.61%. Tenant revenue increased slightly by \$541,225 or 4.76% due to increased occupancy.

EXPENSES

Total Expenses remained relatively unchanged during the year, increasing by only \$1,655,674 or 1.08%.



Administrative expenses decreased by \$634,092 or 3.64% due mostly to vacant salary positions and decreases in employee benefits due to the calculation of pension expense for the current year. Tenant services decreased by \$474,201 or 14.86% due to decreased activities during the year. Utilities expense decreased by \$371,262 or 10.59%, with the largest decrease in electricity of \$194,590 or 18.56% due to the Rental Assistance Demonstration conversion (RAD). Maintenance expense decreased by \$94,648 or less than one percent. Protective services decreased by \$72,397 or 11.96% due to the Rental Assistance Demonstration conversion (RAD). General expenses increased by \$1,282,287 or 42.96%. The largest increase was in compensated absences of \$676,532 or 519.0%, which was due to a change in the accounting of actual comp time paid and in other general expenses of \$684,994 or 55.42% mainly due to the payment of excess revenue to the City of Las Vegas per the management agreement. Interest expense

increased by \$63,029 or 23.70% due to increased debt acquired during the year. HAP expense increased by \$2,101,138 or 2.05% due to increased utilization. Depreciation expense decreased slightly by \$144,180 or 1.40%.

CAPITAL ASSETS

At September 30, 2016 the Authority had invested \$140,510,106 in various capital assets as listed in the following schedule.

**Southern Nevada Regional Housing Authority
Comparative Statement of Capital Assets
Table III**

	<u>2016</u>	<u>2015</u>	<u>Total Change</u>	<u>% Change</u>
Land	\$ 21,495,459	\$ 20,733,653	\$ 761,806	3.67%
Buildings & improvements	275,810,041	284,497,253	(8,687,212)	-3.05%
Infrastructure	4,095,181	4,095,181	-	0.00%
Equipment	5,309,322	4,898,186	411,136	8.39%
Construction in Progress	-	-	-	0.00%
Accumulated Depreciation	<u>(166,199,897)</u>	<u>(163,979,629)</u>	<u>(2,220,268)</u>	1.35%
Total Capital Assets	<u>\$ 140,510,106</u>	<u>\$ 150,244,644</u>	<u>\$ (9,734,538)</u>	-6.48%

LONG-TERM DEBT ACTIVITY

During fiscal year 2016, the Authority acquired a new promissory note in the amount of \$1,000,000, which was for the rehabilitation of Landsman Garden Apartments. The chart below illustrates the other changes in debt.

**Southern Nevada Regional Housing Authority
Long-term Debt
Table IV**

	<u>Balance 10/1/2015</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance 9/30/2016</u>	<u>Current Portion of Balance</u>
Capital Projects/Mortgages Payable	\$ 2,446,489	\$ 1,000,000	\$ (240,974)	\$ 3,205,515	\$ 253,009
Loan liability - all noncurrent	3,700,763	745,578	-	4,446,341	-
Operating Borrowings	<u>1,046,926</u>	<u>-</u>	<u>(60,520)</u>	<u>986,406</u>	<u>64,720</u>
Total long-term liabilities	<u>\$ 7,194,178</u>	<u>\$ 1,745,578</u>	<u>\$ (301,494)</u>	<u>\$ 8,638,262</u>	<u>\$ 317,729</u>

ECONOMIC FACTORS AND EVENTS AFFECTING OPERATIONS

Several factors may affect the financial position of the Authority in the subsequent fiscal year. These factors include:

- The 2016 prorated funding level was 90.21% compared to the prior year of 85.36%, which is an increase of 4.85%. The 2017 prorated operating subsidy funding level is anticipated to be approximately 92%. The funding proration for the Housing Assistance Payment (HAP) 2016 was 99.58%; whereas the Administrative Fee proration was 84%. The HCV's funding for 2017 is at 97.28% for HAP, but the Administrative Fee proration remains at 80%. Overall, HUD's funding had been consistently lower than 100% forcing the Authority to use operating reserves. The Authority continues to find strategies to enhance its revenue stream and control expenses.
- The Authority continues to comply with the HUD requirements of asset-based management since regionalization of the Authority. The Authority has developed and maintained a system of budgeting and accounting for each asset management project (AMP) in a manner that will allow for analysis of the actual revenues and expenses associated with each property.

CONCLUSIONS

Overall, the Authority demonstrates a sound financial position. It has a management team committed to the mission of providing safe and decent housing to those in need. As the environment changes, the Authority will continue to seek ways to remain a viable organization and continue to operate at the highest standards established by the Real Estate Assessment Center and the Department of Housing and Urban Development.

REQUEST FOR INFORMATION

Should additional information be required or questions arise regarding this financial report, contact our office in writing at the following address:

Southern Nevada Regional Housing Authority
Attention: Director of Finance
5390 E. Flamingo Road
Las Vegas, Nevada 89122-5338

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

AUDITED FINANCIAL STATEMENTS

FISCAL YEAR ENDED SEPTEMBER 30, 2016

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, NV

STATEMENT OF NET POSITION
September 30, 2016

ASSETS

	<u>PRIMARY GOVERNMENT</u>	<u>COMPONENT UNIT</u>	<u>TOTAL (Memorandum Only)</u>
<u>Current Assets</u>			
Cash & cash equivalents - unrestricted	\$ 5,715,080	\$ 156,107	\$ 5,871,187
Cash & cash equivalents - restricted	8,295,257	254,642	8,549,899
Investments - unrestricted	5,649,903	-	5,649,903
Investments - restricted	-	-	-
Accounts receivable	1,195,166	631,431	1,826,597
Notes receivable	-	-	-
Prepaid expenses	210,782	1,332,525	1,543,307
Inventories	988,354	-	988,354
	<u>22,054,542</u>	<u>2,374,705</u>	<u>24,429,247</u>
Total Current Assets			
<u>Noncurrent Assets</u>			
Notes receivable	26,356,931	-	26,356,931
Other assets	6,466,341	217,944	6,684,285
Investment in joint ventures	-	-	-
	<u>32,823,272</u>	<u>217,944</u>	<u>33,041,216</u>
Total Other Noncurrent Assets			
Capital Assets			
Land	21,495,459	2,122	21,497,581
Buildings	259,392,710	15,195,495	274,588,205
Improvements	16,417,331	-	16,417,331
Furniture & equipment	5,309,322	306,059	5,615,381
Infrastructure	4,095,181	5,032,157	9,127,338
	<u>306,710,003</u>	<u>20,535,833</u>	<u>327,245,836</u>
Less: Accumulated depreciation	<u>(166,199,897)</u>	<u>(804,135)</u>	<u>(167,004,032)</u>
Total Capital Assets	<u>140,510,106</u>	<u>19,731,698</u>	<u>160,241,804</u>
Total Noncurrent Assets	<u>173,333,378</u>	<u>19,949,642</u>	<u>193,283,020</u>
Deferred Outflow of Resources	<u>5,143,855</u>	<u>-</u>	<u>5,143,855</u>
TOTAL ASSETS	<u>\$ 200,531,775</u>	<u>\$ 22,324,347</u>	<u>\$ 222,856,122</u>

The accompanying notes are an integral part of the financial statements.

LIABILITIES & NET POSITION

	PRIMARY GOVERNMENT	COMPONENT UNIT	TOTAL (Memorandum Only)
<u>Current Liabilities</u>			
Accounts payable	\$ 2,040,061	\$ 87,949	\$ 2,128,010
Accrued liabilities	664,492	246	664,738
Unearned revenue	153,170	45,955	199,125
Long term debt - current portion	317,729	34,125	351,854
Loan liability - current portion	-	-	-
Tenant security deposits/escrow deposits	<u>1,026,262</u>	<u>13,990</u>	<u>1,040,252</u>
Total Current Liabilities	<u>4,201,714</u>	<u>182,265</u>	<u>4,383,979</u>
<u>Noncurrent Liabilities</u>			
Accrued compensated absences	1,646,705	-	1,646,705
Long term debt	3,874,192	16,846,332	20,720,524
Accrued pension liability	32,808,270	-	32,808,270
Other noncurrent liabilities	1,138,189	-	1,138,189
Loan Liability - non current	<u>4,446,341</u>	<u>-</u>	<u>4,446,341</u>
Total Noncurrent Liabilities	<u>43,913,697</u>	<u>16,846,332</u>	<u>60,760,029</u>
TOTAL LIABILITIES	<u>48,115,411</u>	<u>17,028,597</u>	<u>65,144,008</u>
<u>NET POSITION</u>			
Net Investment in Capital Assets	137,494,601	4,539,075	142,033,676
Restricted	5,691,181	254,642	5,945,823
Unrestricted	<u>5,497,143</u>	<u>502,033</u>	<u>5,999,176</u>
TOTAL NET POSITION	<u>148,682,925</u>	<u>5,295,750</u>	<u>153,978,675</u>
DEFERRED INFLOW OF RESOURCES	<u>3,733,439</u>	<u>-</u>	<u>3,733,439</u>
TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES & NET POSITION	\$ <u>200,531,775</u>	\$ <u>22,324,347</u>	\$ <u>222,856,122</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, NV

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	PRIMARY GOVERNMENT	COMPONENT UNIT	TOTAL (Memorandum Only)
<u>Operating Revenues</u>			
Dwelling rent	\$ 11,910,546	\$ 1,469,158	\$ 13,379,704
Governmental grants & subsidy	131,574,369	-	131,574,369
Other income	4,701,838	5,472	4,707,310
Total Operating Revenues	148,186,753	1,474,630	149,661,383
<u>Operating Expenses</u>			
Administration	16,773,178	211,360	16,984,538
Tenant services	2,717,692	-	2,717,692
Utilities	3,135,049	134,913	3,269,962
Maintenance & operations	11,699,240	90,002	11,789,242
Protective services	533,037	-	533,037
General expense	4,267,240	250,808	4,518,048
Housing assistance payments	104,728,655	-	104,728,655
Depreciation expense	10,190,279	804,135	10,994,414
Total Operating Expense	154,044,370	1,491,218	155,535,588
Net Operating Income/(Loss)	(5,857,617)	(16,588)	(5,874,205)
<u>Nonoperating Revenues/(Expenses)</u>			
Investment & mortgage income	110,622	7	110,629
Interest expense	(328,987)	(880,241)	(1,209,228)
Amortization of loan fees	-	(295,112)	(295,112)
Gain/(Loss) on disposition of assets	7,538,883	-	7,538,883
Net Nonoperating Revenues/(Expenses)	7,320,518	(1,175,346)	6,145,172
Net Income/(Loss) before capital contributions	1,462,901	(1,191,934)	270,967
Capital grants/capital contributions	991,029	6,487,684	991,029
Increase/(Decrease) in Net Position	2,453,930	5,295,750	1,261,996
Total Net Position - beginning	146,228,995	-	146,228,995
Total Net Position - ending	\$ 148,682,925	\$ 5,295,750	\$ 147,490,991

The accompanying notes are an integral part of the financial statements.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, NV

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	<u>PRIMARY</u> <u>GOVERNMENT</u>	<u>COMPONENT</u> <u>UNIT</u>	<u>TOTAL</u> <u>(Memorandum</u> <u>Only)</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>			
Receipts from customers and users	\$ 16,612,384	\$ 1,474,630	\$ 18,087,014
Governmental grants & subsidy - operations	131,574,369	-	131,574,369
Payments to suppliers	(12,434,865)	(187,170)	(12,622,035)
Payments for housing assistance	(104,728,655)	-	(104,728,655)
Payments to employees	(22,139,770)	(177,479)	(22,317,249)
	<u>8,883,463</u>	<u>1,109,981</u>	<u>9,993,444</u>
NET CASH PROVIDED/(USED) FROM OPERATING ACTIVITIES			
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>			
Investments redeemed for cash	1,222,548	-	1,222,548
Advanced payment for land lease	-	(1,360,000)	(1,360,000)
Increase in intangible assets	-	(836,837)	(836,837)
Cash distributed for notes receivable	(15,651,625)	-	(15,651,625)
Interest received	110,622	7	110,629
	<u>(14,318,455)</u>	<u>(2,196,830)</u>	<u>(16,515,285)</u>
NET CASH PROVIDED/(USED) FROM INVESTING ACTIVITIES			
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>			
Grant revenue - capital grants	991,029	-	991,029
Acquisition of capital assets - capital grant program	(991,029)	-	(991,029)
Acquisition of capital assets - Public Housing	(1,075,985)	-	(1,075,985)
Acquisition of capital assets - business activities	(900,519)	-	(900,519)
Acquisition of capital assets - COCC	(90,796)	-	(90,796)
Acquisition of capital assets - DCU	-	(17,862,052)	(17,862,052)
Proceeds from capital dispositions	10,141,471	-	10,141,471
Proceeds from issuance of debt obligations	698,506	13,752,207	14,450,713
Capital Contributions	-	6,487,684	6,487,684
Interest paid	(328,987)	(880,241)	(1,209,228)
	<u>8,443,690</u>	<u>1,497,598</u>	<u>9,941,288</u>
NET CASH PROVIDED/(USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES			
NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	3,008,698	410,749	3,419,447
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	<u>11,001,639</u>	<u>-</u>	<u>11,001,639</u>
CASH AND CASH EQUIVALENTS AT END OF PERIOD	<u>\$ 14,010,337</u>	<u>\$ 410,749</u>	<u>\$ 14,421,086</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, NV

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	<u>PRIMARY</u> <u>GOVERNMENT</u>	<u>COMPONENT</u> <u>UNIT</u>	<u>TOTAL</u> <u>(Memorandum</u> <u>Only)</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>			
Net Income/(Loss) from operations	\$ (5,857,617)	\$ (16,588)	\$ (5,874,205)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation	10,190,279	804,135	10,994,414
Decrease (Increase) in accounts receivable	326,863	40,694	367,557
Decrease (Increase) in prepaid expenses	2,680,276	73,430	2,753,706
Decrease (Increase) in inventory	127,982	-	127,982
Decrease (Increase) in investments in joint venture	1,373	-	1,373
Increase (Decrease) in accounts payable	(598,337)	87,949	(510,388)
Increase (Decrease) in accrued liabilities	452,202	30,246	482,448
Increase (Decrease) in unearned revenue	27,442	-	27,442
Increase (Decrease) in other noncurrent liabilities	236,941	76,125	313,066
Increase (Decrease) in deferred outflows, inflows, and pension liabilities	517,641	-	517,641
Increase (Decrease) in security/trust deposits	778,418	13,990	792,408
	<u>8,883,463</u>	<u>1,109,981</u>	<u>9,993,444</u>
NET CASH PROVIDED/(USED) FROM OPERATING ACTIVITIES	\$ <u>8,883,463</u>	\$ <u>1,109,981</u>	\$ <u>9,993,444</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY:

1. Introduction:

The Southern Nevada Regional Housing Authority (the Authority or SNVRHA) was established effective January 1, 2010, in accordance with Nevada State law for the purpose of consolidating three housing authorities located in Southern Nevada. Las Vegas Housing Authority, Housing Authority of Clark County, and North Las Vegas Housing Authority were combined to form the Authority. On October 20, 2009, the Authority requested to enter into an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD) effective January 1, 2010 to be the administrator of the housing and housing related programs described herein.

2. Organization:

The Authority is a public body and a body corporate and politically organized under the laws of the State of Nevada as a tax-exempt quasi-governmental entity under the United States Housing Act of 1937 for the purpose of providing adequate housing for qualified low-income individuals. The Authority is not subject to Federal or State income taxes and is not required to file Federal or State income tax returns.

3. Reporting Entity:

The accompanying combined financial statements include the accounts of all Authority operations for the year ended September 30, 2016. The criteria for including organizations as component units with the Authority's reporting entity, as set forth in Section 2100 of GASB's Governmental Accounting and Financial Reporting Standards, include the following:

- The organization is legally separate (can sue and be sued in its own name)
- The Authority holds the corporate powers of the organization
- The Authority appoints the voting majority
- 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 application of these criteria, the Authority is a legally separate entity that is fiscally independent of other governments, and there are no other entities that are to be reported as component units of the Authority, except as noted below, nor is the Authority to be included in the City of Las Vegas, or Clark County's financial reports, therefore the Authority reports independently.

4. Real Estate Limited Partnerships:

Landsman Family, LLC (the Company) – was formed on December 10, 2012 as a limited liability company under the laws of the State of Nevada, for the purpose of acquiring, owning, operating and financing a rental housing project known as Landsman Gardens (the project). The Company's partnership interests are held by third parties unrelated to the Authority, with the exception of the managing member, Landsman Family Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

5. Development Corporations:

The Development Corporations (the Corporations) operate exclusively for nonprofit purposes and were created to assist in carrying out housing projects for persons of eligible income. Housing projects undertaken, financed, or assisted by the Corporations and their related expenditures must be approved by the Authority. The Corporations are legally separate from the Authority, and are included as blended component units, since the Authority can significantly influence the programs, projects, or activities of, or the level of service performed by the Authority, and their boards of directors are substantially the same as the Authority.

The following Development Corporations are included as blended component units of the Authority:

- Affordable Housing Program, Inc.
- Honolulu Street Family Housing, Inc.

6. Basis of Presentation:

The financial statements of the Authority have been prepared in conformity with Generally Accepted Accounting Principles (GAAP). The following summary of the more significant accounting policies is presented to assist the reader in interpreting these financial statements, and should be viewed as an integral part of this report.

A fund is an independent fiscal and accounting entity with a self-balancing set of accounts comprised of its assets, liabilities, net position, revenues, and expenses. The funds maintained by the Authority allow compliance and financial accountability by separate functions and activities.

A summary of each significant program administered by the Authority included in the financial statements is provided below to assist the reader in interpreting the financial statements. These programs do not constitute all programs subsidized by HUD and operated by the Authority.

Low Income Public Housing programs provide subsidy funding annually, by a formula for Housing Modernization and Housing Operations Programs. These programs support public housing operations by way of an annual contributions contract with HUD, ACC# NV018. Under this contract, the Authority develops, modernizes and manages public housing developments. Funding is provided by eligible residents who are charged monthly rent based on family size, family income, and other determinants, as well as by the subsidies provided by HUD.

Housing Choice Voucher programs (HCVP) include the Voucher, VASH, Mainstream and Disaster Housing programs. Under these programs, rental assistance payments are made by the Authority primarily to landlords on behalf of eligible families. These programs are funded by the annual contributions contract with HUD, ACC# NV018.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

6. Basis of Presentation: (Cont'd)

Capital Funding Programs (CFP) provide funds annually, by a formula, to public housing authorities (PHA) for capital and management activities, including modernization and development of public housing. Section 519 of the Quality Housing and Work Responsibility Act of 1998 (Public law 105-276) amends Section 9 of the U.S. Housing Act of 1937 to provide for a Capital Fund Program to be established by HUD for the purpose of making assistance available to PHAs to carry out capital, management, development and other activities. It also requires HUD to develop a formula (through a negotiated rulemaking process) for determining the amount of assistance to be provided and a mechanism to reward performance. The CFP funds, which are allocated annually, represent the major source of funding for capital and management activities at PHA's.

Resident Opportunity & Supportive Services Program provides reliable transportation for all elderly and disabled residents of the service area and contracts for housekeeping and personal assistance for residents who meet certain criteria. The program also provides for a service coordinator who implements and coordinates the program. Funding for this program is provided by grants from HUD.

Business Activities - The Non-aided Housing Program is funded with other than federal financing and is used to account for various activities of the Authority. In addition to dwelling rents, this fund is used to account for fees charged to nonprofit organizations for managing their low-income housing projects and fees paid by other funds for services provided and for the use of facilities owned by the Non-aided Housing Program.

Component Units - The Authority has two blended component units - Affordable Housing Program, Inc. and Honolulu Street Family Housing, Inc. Both of these corporations share the same board as the Authority and are considered to be blended component units. Separate standalone financial statements for the component units are not prepared.

7. Basis of Accounting and Measurement Focus:

Basis of Accounting - The Housing Board uses the accrual basis of accounting in all its funds. Under this method, revenues are recorded when earned, and expenses are recorded when liabilities are incurred, regardless of when the related cash flow takes place.

Basis of Presentation - The financial statements of the Housing Board 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 Housing Board functions. The fund is a separate accounting entity with a self-balancing set of accounts. The accounting and financial reporting method applied by a fund is determined by the fund's measurement focus. The accounting objectives are determination of net income, financial position, and cash flows.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

7. Basis of Accounting and Measurement Focus: (Cont'd)

All assets and liabilities associated with the financial activities are included on the Statement of Net Position. Proprietary fund equity is segregated into three broad components: Net investment in capital assets, Restricted, and Unrestricted. The Housing Board uses the following fund:

Enterprise fund – This type of fund is reported using an economic resources measurement focus. Additionally, it is used to account for operations that are financed and operated in a manner similar to private businesses where a fee is charged to external users for services provided.

8. Revenues and Expenses:

SNVRHA distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with SNVRHA's principal ongoing operations. The principal operating revenues of SNVRHA are charges to tenants for rent and various grants and subsidies. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Subsidies 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 position below the non-operating revenue and expense.

9. Encumbrances:

Encumbrances represent commitments related to unperformed contracts for goods and services. The Housing Board does not utilize encumbrance accounting.

10. Budgets:

The Authority is required by contractual agreements to adopt annual, appropriated operating budgets for all its programs receiving expenditure awards. All budgets are prepared on a HUD basis, which is materially consistent with generally accepted accounting principles (GAAP). The Authority prepares its budget annually. The Board of Commissioners adopts the budget through passage of a budget resolution prior to the beginning of the fiscal year.

11. Inventories:

Inventories are recorded at cost using the first in, first out (FIFO) method. If inventory falls below cost due to damage, deterioration or obsolescence, SNVRHA establishes an allowance for obsolete inventory. In accordance with the consumption method, inventory is expensed when items are actually placed in service.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

12. Capital Assets and Depreciation:

Capital assets include all land and site improvements thereon; all dwelling and non-dwelling structures, including fixtures permanently attached thereto or installed in a fixed position; and all items of nonexpendable equipment acquired and held for the projects that cost \$5,000 or more and have an estimated useful life of at least one year. It also includes items of expendable equipment paid for from funds provided for the development of the projects.

Capital assets are valued at historical cost. Donated capital assets are recorded at fair market value on the date received. Interest expense incurred during the development period is capitalized.

Maintenance, minor repairs and replacements are recorded as expenses; extraordinary replacements of property resulting in property betterments are charged to the property accounts.

Depreciation is charged to operations using the straight-line method based on the estimated useful life of the related asset. The estimated useful lives of the various asset categories are as follows:

Buildings	30 to 40 years
Improvements	15 years
Furniture and Equipment	2 to 10 years

Proceeds from the sale of property acquired or significantly improved with HUD or State funds are refunded to HUD or the State as required by contract.

13. Collection Losses:

Collection losses on accounts receivable are expensed, in the appropriate Fund, using the specific write-off method.

14. Cash and Cash Equivalents:

Cash and cash equivalents includes amounts in demand deposit accounts and short-term investments with an initial maturity date of three months or less for purposes of measuring cash flows. Restricted cash is included for purposes of reporting cash flows.

15. Investments:

Investments of the Authority consist of those permitted by the Nevada Government Code including obligations of the U.S. government and federal agencies. The Authority's investments are carried at fair value based upon quoted market prices, as required by generally accepted accounting principles. The Authority adjusts the carrying value of its investments to reflect their fair value at each fiscal period end, and it includes the effects of those adjustments in income for that fiscal period. The Authority classifies its investments as current or non-current based on the maturity dates. Short-term investments have maturities within one year.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

16. Compensated Absences:

Compensated absences are absences for which the employees will be paid, i.e., sick leave, vacation, and other approved leaves. In accordance with GASB Statement No. 16, *Accounting for Compensated Absences*, the Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Authority. Vacation and sick pay is recorded as an expense and related liability in the year earned by the employees.

The policy of the Authority is to accumulate earned but unused annual vacation benefits, which will be paid to employees upon separation from Authority service. Vested or accumulated vacation is earned at a rate ranging from 10 days per year for the first year of service, up to a maximum of 20 days per year after 14 years of service. The maximum permissible accumulation is 200 hours. At termination, employees are paid for any accumulated vacation leave. Sick leave is accumulated at the rate of one day per month and may be accumulated to a maximum of 20 days. Accumulations in excess of 20 days are forfeited. The value of unused sick leave is not payable upon separation from the Authority. Vacation pay is recorded as an expense and related liability in the year earned by the employee.

17. Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses in the financial statements and in the disclosures of contingent assets and liabilities. Actual results could differ from those estimates.

18. Inter-program Receivables and Payables:

Inter-program receivables/payables are all either current assets or current liabilities, and are the result of the use of the Revolving Fund as the common paymaster for costs of the Authority. Cash settlements are made periodically and all inter-program balances net to zero. These inter-program receivables and payables have been eliminated in preparation of the basic financial statements. The detail by program can be found in the Financial Data Schedule of Net Position.

19. Allowance for Doubtful Accounts:

Tenant receivables are reported net of an allowance for doubtful accounts. Management's estimate of the allowance is based on historical collection experience and a review of the current status of tenant accounts receivable. It is reasonably possible that management's estimate of the allowance will change over time.

20. Prepaid Expenses:

Prepaid expenses represent payments made to vendors for goods or services that will benefit periods beyond the current year end.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

21. Intangible Assets:

According to the most recent Government Accounting Standards Board pronouncement all financing costs for the Southern Nevada Regional Housing Authority have been written off and expensed currently. Consequently, there is no amounts amortized during the year.

22. Capitalized Interest:

Interest expense on notes and bonds, net of interest income on related debt proceeds is capitalized during the project development period through the date of full availability. Only the interest associated specifically with debt used to construct physical structures is capitalized.

23. Restricted Net Position:

Certain assets may be classified as restricted on the statement of net position as their use is restricted by contracts or agreements with outside third parties and lending institutions. Restricted Net Position also includes funds for tenant security deposits restricted for application to unpaid tenant accounts or for refund to tenants.

24. Grants and Contributions:

The Authority has received loans and grants from HUD to build and improve housing projects. The grants require that only individuals and families that meet various income, age and employment standards be housed or aided.

25. Unearned Revenue:

Unearned revenue is recorded when the Authority receives funds in advance of when it has a complete legal claim to them, as when grant monies are received prior to meeting all eligibility requirements and/or the occurrence of qualifying expenditures. In this case, unearned revenue is recorded at a liability on the Statement of Net Position. Later, in subsequent periods, when both the revenue recognition criteria are met and/or when SNVRHA has complete legal claim to the resources, the liability for unearned revenue is removed from the Statement of Net Position, and revenue is then recognized.

26. New Pronouncements:

There were no new pronouncements implemented in the current fiscal year.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE B - CASH, CASH EQUIVALENTS, AND INVESTMENTS:

Nevada law NRS 356.360 requires banks and savings and loan institutions participating in the Nevada Collateral Pool to pledge government securities with a market value of 102% of the amount of uninsured balances of public money held by the depository. Under Nevada law this collateral is held in a separate investment pool by another institution in the depository's name.

Cash, restricted cash, and investments are classified in the financial statements based on whether or not their use is restricted under the terms of the Authority's debt instruments or agency agreements. The Authority's carrying amount of cash and cash equivalents as of September 30, 2016 was \$19,660,240, and the bank balance was \$21,415,550.

Cash and Cash Equivalents

Cash and cash equivalents are maintained on deposit in demand accounts with Wells Fargo and BNY Mellon. Of the amounts deposited into the bank, \$500,000 is covered by the Federal Deposit Insurance Corporation. The remaining \$19,160,240 is properly collateralized by the financial institution in accordance with the regulations of the Nevada Collateral Pool.

September 30, 2016, Cash and cash equivalents of the primary government and discrete component units are presented in the basic financial statements as of September 30, 2016 as follows:

	<u>Primary Government</u> Cash and Cash Equivalents	<u>Component Units</u> Cash and Cash Equivalents
Unrestricted	\$ 5,715,080	\$ 156,107
Restricted	<u>8,295,257</u>	<u>254,642</u>
Total	<u>\$ 14,010,337</u>	<u>\$ 410,749</u>

Investments and Investments Policy

The Nevada Government Code allows the Authority to invest in the following, provided ratings of the issuers are acceptable to the Authority and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the Nevada Government Code. The Authority has no documented investment policy of its own. As of September 30, 2016, the Authority had \$5,649,903 in unrestricted investments.

Interest Rate Risk

Fair value of an investment fluctuates with interest rates and increasing interest rates could cause fair value to decline below the original cost. The Authority follows the Nevada Government Code investment policy which does not limit the weighted average maturity of its investment portfolio.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE B - CASH, CASH EQUIVALENTS, AND INVESTMENTS: (Cont'd)

Credit Risk

The Authority does not have a formal policy on credit risk. The Federal Code of Regulations, Part 85, Subpart C, (24 CFR 85.20) for cash management and investments permits investments in the following types of investments: direct U.S. obligations, U.S. agency obligations, repurchase agreements, and money market mutual funds. All investments of the Authority meet these guidelines.

Custodial Risk

For an investment, custodial credit 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 investment or collateral securities that are in the possession of an outside party. As of September 30, 2016, the Authority held investments in U.S. Treasuries and other federal agency securities which were held by the Authority's custodian in the Authority's name.

Concentration of Credit Risk

The Authority is required to disclose investments that represent a concentration of five percent or more of investments in any issuer held by individual Authority funds in the securities of issuers other than U.S. Treasury securities, mutual funds and external investment pools. The Authority's policy does not set a limit on the amount that may be invested in any single issuer. At September 30, 2016, investments in Federal Home Loan Mortgage Corporation notes represented approximately 70 percent of total investments.

Restricted cash and cash equivalents at September 30, 2016, were as follows:

Security deposit funds	\$ 1,123,523
FSS escrow funds	1,138,189
Modernization	5,452,825
Current liabilities	17,398
HAP equity	<u>563,322</u>
	<u>\$ 8,295,257</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE C - ACCOUNTS RECEIVABLE:

Accounts receivable, including all applicable allowances for uncollectible accounts at September 30, 2016, consisted of the following:

	Primary Government
Tenants (net of allowance of \$78,614)	\$ 151,672
A/R - HUD	389,227
Other government agencies	149,464
A/R - miscellaneous (net of allowance of \$904,019)	181,907
Accrued interest receivable	37,216
Fraud (net of allowance of \$1,435,275)	285,680
	\$ 1,195,166

Note: The above receivable balance excludes \$4,732,312 of interfund receivables that have been eliminated as a result of financial statement consolidation.

NOTE D - NOTES RECEIVABLE:

The Authority is an affiliate to the Managing Member of Honolulu Family Street Housing LLC with a low-income tax credit development on the site of the former Ernie Cragin Annex 3, where 54 housing units built in the 1970s were razed in 2005. The 8.13-acre site is located at East Charleston Boulevard and Honolulu Street. The 60-unit mixed finance development is financed utilizing \$8,905,576 of Capital Fund Program Replacement Housing funds, \$8.579 million raised through tax credits from the state, \$360,000 of FHLB grant, and \$490,159 in Housing Authority reserves.

While these units are not owned by the Authority, they are part of the PHA's Annual Contributions Contract and are eligible to receive low-income public housing subsidy. The Authority has entered into a 90-year ground lease (at \$1 per year) with the project's owner, Honolulu Street Family Housing, LLC and has retained the right of first refusal to purchase the units at the end of the tax-credit compliance period.

Additionally during the year, the Authority issued five additional notes. Vera B Notes one and two were issued on April 1, 2015, in the amounts of \$3,700,000 and \$810,281, respectively. Biegger Estates LLP Notes one and two were issued on May 2, 2016, in the amounts of \$5,000,000 and \$700,000, respectively. Finally, an additional note was added to Seller's notes in the amount of \$2,315,003.

The Authority has established Honolulu Street Family Housing Inc. (HSFH Inc.) to act as managing member of the LLC. HSFH Inc. is also a 0.01 percent partner in the LLC. In addition, Affordable Housing Program Inc. (AHP), a wholly-owned component unit of the Authority, was designated as the developer of the property. As of September 30, 2016, the cumulative note receivable principal balances totaled \$26,356,931, with total accrued interest of \$2,177,910, for which all was reduced by an allowance equal to the accrued interest.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE D - NOTES RECEIVABLE: (Cont'd)

As of September 30, 2016, notes receivable consisted of the following:

	10/1/2015	Additions	Receipts	9/30/2016
Note receivable - First leasehold loan, dated 3/1/06 (interest rate - 4.68%; due 3/1/2061)	\$ 212,359	\$ -	\$ -	\$ 212,359
Note receivable - Second leasehold loan, dated 3/1/06 (interest rate - 4.68%; due 3/1/2061)	1,511,441	-	-	1,511,441
Note receivable - Third leasehold loan, dated 3/1/06 (interest rate - 1.00%; due 3/1/2016)	3,750,000	-	-	3,750,000
Note receivable - Fourth leasehold loan, Section 8 Reserves, loaned 7/30/08 (interest rate - 1.00%; due 8/1/2062)	332,759	-	-	332,759
Note receivable - Fifth leasehold loan, Scat Sites Fund, loaned 7/9/08 (interest rate - 4.83%; due 1/1/2061)	288,770	-	-	288,770
Note receivable - Federal Home Loan, loaned 9/10/07 (interest rate - 1.00%; due 9/10/2062)	360,000	-	-	360,000
Note receivable - Seller's Note 1, loaned 12/5/13 (interest rate - 3.32%; due 4/1/2055)	2,976,000	-	-	2,976,000
Note receivable - Seller's Note 2, loaned 12/5/13 (interest rate - 3.32%, due 4/1/2055)	4,400,318	2,315,003	-	6,715,321
Note receivable - Biegger Estates LLP, loaned 5/2/16 (interest rate - 3.75%; due 5/31/2051)	-	5,000,000	-	5,000,000
Note receivable - Biegger Estates LLP - GAP, loaned 5/2/16 (interest rate - 2.33%; due 5/31/2051)	-	700,000	-	700,000
Notes receivable - Vera Johnson B LP, loaned 4/1/15 (interest rate - 4.0%; due 3/31/2070)	-	3,700,000	-	3,700,000
Notes receivable - Vera Johnson B LP-GAP, loaned 4/1/15 (interest rate - 0%; due 4/30/2070)	-	810,281	-	810,281
Accrued interest on notes receivable - long-term from inception	1,526,383	651,527	-	2,177,910
Less: allowance for accrued interest on notes receivable - long-term from inception	<u>(1,526,383)</u>	<u>(651,527)</u>	<u>-</u>	<u>(2,177,910)</u>
Total notes receivable	<u>\$ 13,831,647</u>	<u>\$ 12,525,284</u>	<u>\$ -</u>	<u>\$ 26,356,931</u>

NOTE E - PREPAID EXPENSES & INVENTORY:

Prepaid expenses and inventory at September 30, 2016, consisted of the following:

	Primary Government
Prepaid insurance and other assets	\$ 210,782
Inventory	<u>988,354</u>
	<u>\$ 1,199,136</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE F - OTHER NONCURRENT ASSETS:

During 2015, the Authority advanced funds to Landsman Family, LLC, a Nevada Limited Liability Company that was formed on December 5, 2013 to rehabilitate and operate a 100-unit multifamily project, to pay for construction costs. The outstanding balance does not bear any interest and is payable out of available cash flow. The amount due was \$30,000.

On September 24, 2015 Landsman Family, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$2,350,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable out of available cash flow. The amount due was \$2,350,000.

As of December 31, 2015, Landsman Family, LLC reported intangible assets, net of amortization, in the amount of \$217,944. Intangible assets include loan and tax credit fees.

As of December 31, 2015, Vera Johnson B LP, a Nevada limited partnership that was formed to operate a 112-unit low-income residential project, reported intangible assets, net of amortization, in the amount of \$223,759. Intangible assets include loan and tax credit fees.

City of Las Vegas – Senator Apartments I: On February 15, 2006, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$168,295 in HOME funds and \$1,501,705 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments I. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans accrue interest at 4.8% and no payments of principal will be due on or before February 15, 2036 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

City of Las Vegas – Senator Apartments II: On January 16, 2008, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$693,000 in HOME funds and \$977,000 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments II. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans accrue interest at 4.8% and no payments of principal will be due on or before January 16, 2038 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE F - OTHER NONCURRENT ASSETS: (Cont'd)

As of September 30, 2016, other noncurrent assets consisted of the following:

Primary Government

Construction advances	\$ 30,000
Developer fees	2,350,000
Notes receivable (see Note K)	3,340,000
Accrued interest on notes	<u>746,341</u>
	<u>\$ 6,466,341</u>

Component Units

Intangible assets, net of accumulated amortization	<u>\$ 217,944</u>
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NOTE G - CAPITAL ASSETS:

Changes in capital assets of the primary government consisted of the following as of September 30, 2016:

	Balance at 9/30/2015	Additions/ Increases	Dispositions/ Decreases	Balance at 9/30/2016
Enterprise Activities				
Capital assets not being depreciated:				
Land	\$ 20,733,653	\$ 886,900	\$ (125,094)	\$ 21,495,459
Construction in progress	-	-	-	-
Total capital assets not being depreciated	<u>20,733,653</u>	<u>886,900</u>	<u>(125,094)</u>	<u>21,495,459</u>
Buildings & improvements	288,592,434	1,748,792	(10,436,004)	279,905,222
Furniture & equipment	4,898,186	422,637	(11,501)	5,309,322
Total capital assets being depreciated	<u>293,490,620</u>	<u>2,171,429</u>	<u>(10,447,505)</u>	<u>285,214,544</u>
Buildings & improvements	(159,700,654)	(9,979,201)	7,958,510	(161,721,345)
Furniture & equipment	(4,278,975)	(211,078)	11,501	(4,478,552)
Total accumulated depreciation	<u>(163,979,629)</u>	<u>(10,190,279)</u>	<u>7,970,011</u>	<u>(166,199,897)</u>
Net Book Value	<u>\$ 150,244,644</u>			<u>\$ 140,510,106</u>

The following activities affected Capital Assets during the audit period:

Opening balance at October 1, 2015	\$ 150,244,644
Acquisition of Capital Assets – Capital Fund Program	991,029
Acquisition of Capital Assets – Public Housing Operations	1,075,985
Acquisition of Capital Assets – COCC operations	90,796
Acquisition of Capital Assets – Business Activities operations	900,519
Dispositions, net	(2,602,588)
Depreciation expense	<u>(10,190,279)</u>
Balance at September 30, 2016	<u>\$ 140,510,106</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE H - ACCOUNTS PAYABLE:

Accounts payable at September 30, 2016, consisted of the following:

	Primary Government	Component Units
Vendors and contractors payable	\$ 1,248,091	\$ 87,949
Accounts payable - HUD	334,798	-
PILOT	457,172	-
Tenant security deposits	<u>1,026,262</u>	<u>13,990</u>
	<u>\$ 3,066,323</u>	<u>\$ 101,939</u>

Note: The above payables balance excludes \$4,732,312 of interfund receivables that have been eliminated as a result of financial statement consolidation.

NOTE I - ACCRUED LIABILITIES & OTHER CURRENT LIABILITIES:

Other current liabilities consisted of the following as of September 30, 2016:

	Primary Government	Component Units
Accrued wages & fringes	\$ 137,379	\$ -
Accrued compensated absences - current portion	411,677	-
Noncurrent debt - current portion	317,729	34,125
Unearned revenue	153,170	45,955
Other current liabilities	<u>115,436</u>	<u>246</u>
	<u>\$ 1,135,391</u>	<u>\$ 80,326</u>

NOTE J - OTHER NONCURRENT LIABILITIES:

Other noncurrent liabilities – other consisted of the following as of September 30, 2016:

	Primary Government	Component Units
FSS Escrow Liability	\$ 1,138,189	\$ -
Loan liability - noncurrent	4,446,341	-
Accrued compensated absences - noncurrent	1,646,705	-
Accrued pension & OPEB liability	<u>32,808,270</u>	<u>-</u>
	<u>\$ 40,039,505</u>	<u>\$ -</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE J - OTHER NONCURRENT LIABILITIES: (Cont'd)

The following is a summary of the primary government activity for the year:

	Balance at September 30, 2015	Increases	Decreases	Balance at September 30, 2016	Current Portion
FSS Escrow Liability	\$ 901,248	\$ 325,833	\$ (88,892)	\$ 1,138,189	\$ -
Compensated absences	1,795,552	806,884	(544,054)	2,058,382	411,677
Net pension liability	<u>26,608,483</u>	<u>6,199,787</u>	<u>-</u>	<u>32,808,270</u>	<u>-</u>
	<u>\$ 29,305,283</u>	<u>\$ 7,332,504</u>	<u>\$ (632,946)</u>	<u>\$ 36,004,841</u>	<u>\$ 411,677</u>

NOTE K - LONG-TERM DEBT:

A summary of changes of the primary government's long-term debt for the year ended September 30, 2016, is presented below.

	Balance 9/30/2015	Increases/ Reclassifications	Payments/ Decreases	Balance 9/30/2016	Current Portion
Mortgage Note Payable - Wells Fargo	\$ 2,054,348	\$ -	\$ (180,250)	\$ 1,874,098	\$ 190,010
Operating Note - Wells Fargo	1,046,926	-	(60,520)	986,406	64,720
City of Las Vegas - Senator Apts I	1,670,000	-	-	1,670,000	-
City of Las Vegas - Senator Apts II	1,670,000	-	-	1,670,000	-
Note Payable - Bank of Nevada	360,000	-	-	360,000	-
Note Payable - Phone Loan	150,935	-	(50,335)	100,600	51,797
Home Rental Income Fund	241,206	-	(10,389)	230,817	11,202
Promissory Note - City National Bank	-	1,000,000	-	1,000,000	-
Accrued Interest	763	745,578	-	746,341	-
	<u>\$ 7,194,178</u>	<u>\$ 1,745,578</u>	<u>\$ (301,494)</u>	<u>\$ 8,638,262</u>	<u>\$ 317,729</u>

Mortgage Note Payable – Wells Fargo: The capital projects mortgage note payable with Wells Fargo requires monthly payments of \$13,524 which includes both principal and interest. The loan bears interest at 0.2449% and matures on February 16, 2028. The loan is secured by a first deed of trust on the property referred to as Howard Canon Center and Robert Gordon Plaza.

Operating Note – Wells Fargo: The operating note payable with Wells Fargo requires monthly payments of \$4,410 which includes both principal and interest. The loan bears interest at 1.508% and matures on May 16, 2027. The loan is secured by a first deed of trust on the property referred to as Howard Canon Center and Robert Gordon Plaza.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE K - LONG-TERM DEBT: (Cont'd)

City of Las Vegas – Senator Apartments I: On February 15, 2006, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$168,295 in HOME funds and \$1,501,705 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments I. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans bear interest at 4.8%. No payments of principal will be due on or before February 15, 2036 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

City of Las Vegas – Senator Apartments II: On January 16, 2008, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$693,000 in HOME funds and \$977,000 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments II. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans bear interest at 4.8%. No payments of principal will be due on or before January 16, 2038 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

Note Payable – Bank of Nevada: On September 10, 2007 the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the Bank of Nevada (formally the Federal Home Loan Bank of San Francisco) for \$360,000 to be used for construction. The Corporation then lent the funds to the Honolulu Street Housing LLC. The loan bears interest at a rate of 1.0% per annum and is due upon maturity. The loan is scheduled to mature on September 10, 2062.

Note Payable – Phone Loan: The note payable with Key Government Finance (Home Rental income fund) requires monthly payments of \$745 which includes both principal and interest. The loan bears interest at 7.55% and matures on June 1, 2029. The loan was used to acquire a new phone system and is unsecured.

Home Rental Income Fund: The Authority entered into an agreement with Key Government Finance, Inc. for a loan of \$254,795 at 2.87% per annum for a new phone system. The note is payable by the Authority and is unsecured. The monthly payment is \$4,286 including principal and interest. Final maturity date is anticipated for August 1, 2018. The remaining balance at September 30, 2015 is \$230,816.

Promissory Note – City National Bank: On October 1, 2015 the Authority entered into a loan agreement with City National Bank (formally the Federal Home Loan Bank of San Francisco) for \$1,000,000 to be used for the rehabilitation of Landsman Gardens Apartments. The Authority then lent the funds to Landsman Family LLC. The loan is non-interest bearing and no payments of principal will be due on or before September 30, 2055 so long as the property is maintained as low-income and is in compliance with the Federal Home Loan Bank Affordable Housing Program. No payment shall be required on the maturity date if no default or breach has occurred and is continuing under this Note for the retention period commencing on the date of completion of the Project as determined by the FHLB in its discretion and ending fifteen (15) years after same date.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE K - LONG-TERM DEBT: (Cont'd)

The following is a schedule of debt payment requirements to maturity:

		<u>Principal</u>		<u>Interest</u>		<u>Payment</u>
2017	\$	317,729	\$	37,269	\$	354,998
2018		325,602		33,260		358,862
2019		281,742		29,978		311,720
2020		290,760		27,199		317,959
2021		334,347		22,521		356,868
2022-2026		1,513,153		74,473		1,587,626
Thereafter		<u>5,574,929</u>		<u>10,098</u>		<u>5,585,027</u>
	\$	<u>8,638,262</u>	\$	<u>234,798</u>	\$	<u>8,873,060</u>

Notes and mortgages payable for Landsman Family, LLC, consist of the following as of December 31, 2015:

	<u>Balance</u>		<u>Increases/</u>		<u>Payments/</u>		<u>Balance</u>		<u>Current</u>
	<u>9/30/2015</u>		<u>Reclassifications</u>		<u>Decreases</u>		<u>12/31/2015</u>		<u>Portion</u>
Building Loan Agreement - PNC Bank	\$ 3,985,400	\$	-	\$	(24,510)	\$	3,960,890	\$	34,125
HOME Loan - City of Henderson	100,000		-		-		100,000		-
Bonds Payable - Nevada Housing Division Note	5,639,273		660,727		(6,300,000)		-		-
Bonds Payable - Nevada Housing Division Note	2,315,000		3,385,000		(5,700,000)		-		-
SNRHA Sellers Note	2,976,000		-		-		2,976,000		-
SNRHA Note	4,400,318		1,314,999		-		5,715,317		-
AHP Note	-		1,000,000		-		1,000,000		-
Developer Fee	-		2,350,000		-		2,350,000		-
	<u>\$ 19,415,991</u>		<u>\$ 8,710,726</u>		<u>\$(12,024,510)</u>		16,102,207		<u>\$ 34,125</u>
Interest payable							672,125		
Due to related party							30,000		
Company management fee payable							60,900		
Investor service fee payable							<u>15,225</u>		
Total notes and mortgages payable							<u>\$ 16,880,457</u>		

Building Loan Agreement – PNC Bank: The building loan agreement with Wells Fargo provides construction draws up \$3,985,000 and requires monthly payments to commence once construction is complete. The loan bears interest at 4.9% and matures on March 1, 2055. The loan is secured by a first deed of trust on the property referred to as Landsman Garden Apartments.

City of Henderson Loan: The loan is a non-interest bearing loan that matures on April 1, 2055. The loan is secured by a deed of trust on the property referred to as Landsman Garden Apartments and is subordinate to the PNC loan. Nevada Housing Division Note: the Nevada Housing Division issued \$5,700,000 in Multi- Unit Housing Revenue Bonds, Series 2013C-2 for Landsman Garden Apartments. The proceeds are being loaned to Landsman Family, LLC under a promissory note with interest at the daily LIBOR rate plus 1.75%. Advances at September 30, 2015 were \$5,639,273. The loan matured on December 15, 2015 and has been paid in full.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE K - LONG-TERM DEBT: (Cont'd)

Nevada Housing Division Note: the Nevada Housing Division issued \$6,300,000 and \$5,700,000 in Multi-Unit Housing Revenue Bonds, Series 2013C-1 (C-1) and 2013C-2 (C-2) for Landsman Garden Apartments. The proceeds are being loaned to Landsman Family, LLC under a promissory note with interest rate at 0.63% (C-1) and Daily LIBOR rate plus 1.75% (C-2). The C-1 Note matures on December 1, 2015 and the C-2 Note matures on December 5, 2015. As of December 31, 2015 the C-1 and C-2 Note had been paid in full.

Southern Nevada Regional Housing Authority Seller Note: The loan for \$2,976,000 bears interest at 3.32% and matures on April 1, 2055. The loan is secured by an acquisition deed of trust on the property referred to as Landsman Garden Apartments. The Seller Note is due and payable from Surplus Cash.

Southern Nevada Regional Housing Authority Note: The loan provides up to \$6,715,317 and bears interest at 3.32%. The loan matures on April 1, 2055. The loan is secured by a deed of trust on the property referred to as Landsman Garden Apartments. The Seller Note is due and payable from Surplus Cash. As of December 31, 2015, the outstanding loan balance was \$5,715,317.

Southern Nevada Regional Housing Authority AHP Note: The loan for \$1,000,000 bears no interest and matures on September 30, 2055. The loan is secured by an acquisition deed of trust on the property referred to as Landsman Garden Apartments. The Seller Note is due and payable from Surplus Cash.

Developer Fee: On September 24, 2015 Landsman Family, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$2,350,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable out of available cash flow. The amount due was \$2,350,000.

NOTE L - RESTRICTIONS AND DESIGNATION ON NET POSITION:

The Authority has cash and cash equivalents restricted by grantors and lending agencies for specified programs. These funds are temporarily restricted until used for the program purpose for the time period required by the grant or the program purpose as specified by the lender.

The designation and restrictions on Net Position was for the following purposes at September 30, 2016:

	Primary Government	Component Units	Total
Modernization	\$ 5,127,859	\$ -	\$ 5,127,859
Housing Choice Vouchers - HAP Equity	563,322	-	563,322
Security deposits	-	13,990	13,990
Replacement reserves	-	225,900	225,900
Insurance/MIP escrows	-	14,752	14,752
	<u>\$ 5,691,181</u>	<u>\$ 254,642</u>	<u>\$ 5,945,823</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE M - RISK MANAGEMENT:

The Housing Board is exposed to various risks of losses related to torts; theft or, damage to, and destruction of assets; error 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. There were no claims in excess of commercial coverage during the previous three years. These losses include an estimate of claims that have been incurred but not reported. At September 30, 2016, there were no liabilities to be reported.

NOTE N - OPERATING LEASE:

The Authority entered into a lease agreement on March 14, 2003 with the Resources for Community Development (RCD) to lease land to RCD until March 14, 2078. Total rental income under the lease agreement is \$1 per year for the entire term of the loan.

NOTE O - EMPLOYEES RETIREMENT PLAN:

Plan Description

The Authority contributes to the State of Nevada Public Employees Retirement System (the System), a multi-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. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits Provided

Benefits, as required by the Nevada Revised Statutes (NRS or statute), are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits.

Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. The System offers several alternatives to the unmodified service retirement allowance which, in general, allow the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death. Post-retirement increases are provided by authority of NRS 286.575-.579.

Contributions

The Authority, for establishing and amending the obligation to make contributions and member contribution rates, is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983, have the option of selecting one of two contribution plans. Contributions are shared equally by employer and employee. Employees can take a reduced salary and have contributions made by the employer (EPC) or can make contributions by a payroll deduction matched by the employer.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE O - EMPLOYEES RETIREMENT PLAN: (Cont'd)

The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due.

The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions actually made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450.

The actuary funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary.

For the fiscal year ended June 30, 2015 and June 30, 2016 the Statutory Employer/employee matching rate was 13.25% for Regular and the Employer-pay contribution (EPC) rate was 25.75%.

Net Pension Liability

The Authority's net pension liability (NPL) of \$32,808,270 was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The net pension liability is allocated among all employers which includes the State and participating agencies.

Actuarial Assumptions

Inflation rate	3.50%
Payroll Growth	5.00%
Investment rate of return	8.00%
Productivity pay increase	0.75%
Projected salary increases	Regular: 4.60% to 9.75%, depending on services Rates include inflation and productivity increases
Consumer Price Index	3.50%
Other assumptions	Same as those used in the June 20, 2016 funding Actuarial valuation

Actuarial Cost Method

The Entry Age Normal actuarial funding method is used to determine costs. Under this funding method, the total employer contribution rate consists of two elements: the normal cost rate and the unfunded actuarial liability (UAL) rate.

The individual entry age normal method is used to determine liabilities. Under the individual entry age normal method, a normal cost rate is calculated for each employee. This rate is determined by taking the value, as of age at entry into the plan, of the member's projected future benefits, and dividing it by the value, also as of the member's entry age, of his or her expected future salary. The normal cost for each employee is the product of his or her pay and his or her normal cost rate. The normal cost for the group is the sum of the normal costs for all members.

Experience gains and losses, i.e. decreases or increases in liabilities and/or in assets when actual experience differs from the actuarial assumptions, affect the unfunded actuarial accrued liability.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE O - EMPLOYEES RETIREMENT PLAN: (Cont'd)

Asset Valuation Method

The actuarial valuation employs a technique for determining the actuarial value of assets which dampens the swing in the market value. The specific technique adopted in this valuation is a 5-year smoothed market.

Amortization

The net pension liability of the System is amortized over separate 30-year period amortization layers based on the valuations during which each separate layer previously established.

Significant actuarial assumptions employed by the actuary for funding purposes as of June 30, 2016 and June 30, 2015 are as follows:

Investment Rate of Return – 8.0% per annum, compounded annually including 3.5% for inflation.

Salary Increases, Merit and Inflation – 3.50% to 5.50% per year

Mortality Rates – For active members and non-disabled retirees, the RP2000 Tables projected forward to 2016 using Scale AA are used; for all recipients of disability benefits, the Revenue Ruling 96-7 Disabled Mortality Table for Males and Females is used.

The long-term expected rate of return on pension plan assets was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major class of assets. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2016 are summarized in the following table.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long Term Expected Rate of Return</u>
Domestic Equity	42%	5.50%
International Equity	18%	5.75%
Domestic Fixed Income	30%	0.25%
Private Markets	10%	6.80%

As of June 30, 2016, PERS' long-term inflation assumption was 3.5%.

Discount Rate

The discount rate used to measure the collective total pension liability was 8.00% for 2016 for the System. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer and non-employer entity contributions will be made at contractually required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE O - EMPLOYEES RETIREMENT PLAN: (Cont'd)

Discount Rate (Cont'd)

Sensitivity of the Authority's proportionate share of the net pension liability to changes in the discount rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 8.00%, as well as what the Authority share of the net pension liability would be if it were calculated using a discount rate that is 1-percentagepoint lower (7.00 percent) or 1-percentagepoint higher (9.00 percent) than the current rate:

	1.0% Decrease (7.00%)	Current Discount Rate (8.00%)	1.0% Increase (9.00%)
PERS' Net Pension Liability	\$ 48,090,514	\$ 32,808,270	\$ 20,093,631

Pension expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2016, the Authority recognized pension expense of \$4,134,752. At September 30, 2016, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between actual and expected experience	\$ -	\$ (2,558,383)
Changes in assumptions	-	-
Difference between projected and actual earnings on pension plan investments	3,275,854	-
Changes in proportion differences between employer contributions and proportionate share of contributions	1,076,116	(1,175,056)
Difference between actual and expected contributions	-	-
Contributions paid subsequent to the measurement date - FY 2016	791,885	-
Total	\$ 5,143,855	\$ (3,733,439)

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE R - RELATED PARTY TRANSACTIONS:

During FY 2016, there were no related party transactions to report.

NOTE S - COMMITMENTS & CONTINGENCIES:

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 probably that a loss has occurred and the amount of that loss can be reasonably estimated. At September 30, 2016, there were no contingent liabilities to be reported.

The entity is subject to possible examinations made by federal regulators who determine compliance with terms, conditions, laws and regulations governing grants given to the entity in the current and prior years. These examinations may result in required refunds by the entity to federal grantors and/or program beneficiaries. There were no examinations conducted during the current year.

NOTE T - SUBSEQUENT EVENTS:

Events that occur after the statement of net position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the statement of net position are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the statement of net position date require disclosure in the accompanying notes. Management evaluated the activity of the SNVRHA through June 23, 2017 (the date the financial statements were available to be issued) and concluded that there are no additional items that need to be addressed.

NOTE U - SUPPLEMENTARY INFORMATION:

The supplementary information has been included in order to show the financial statements of the Housing Board 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 supplementary information is reviewed by the field office and provides greater detail concerning the operations of the Housing Board.

NOTE V - PARTNERSHIP CAPITAL CONTRIBUTIONS:

The Discretely Presented Component Unit had a partnership capital contribution of \$6,487,684 during its first fiscal year end as noted in the financials.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

SINGLE AUDIT SECTION

FISCAL YEAR ENDED SEPTEMBER 30, 2016



**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Southern Nevada Regional Housing Authority
Las Vegas, Nevada

San Francisco Regional Office
Public Housing Division
One Sansome Street, Suite 1200
San Francisco, CA 94104

We have audited, in accordance with the 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, the financial statements of the Southern Nevada Regional Housing Authority, as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Southern Nevada Regional Housing Authority's basic financial statements, and have issued our report thereon dated June 23, 2017.

Internal Control Over Financial Reporting

Management of the Southern Nevada Regional Housing Authority is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit of the financial statements, we considered the Housing Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority's internal control.

A deficiency in internal control 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 and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a significant deficiency, 2016-001.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Southern Nevada Regional Housing Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, 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*.

Southern Nevada Regional Housing Authority's Response to Findings

The Authority's response to the findings identified in our audit are described in the accompanying corrective action plan. The Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rector, Reeder & Lofton, PC
Certified Public Accountants

Lawrenceville, Georgia
June 23, 2017



REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Southern Nevada Regional Housing Authority
Las Vegas, Nevada

San Francisco Regional Office
Public Housing Division
One Sansome Street, Suite 1200
San Francisco, CA 94104

Report on Compliance for Each Major Federal Program

We have audited the Southern Nevada Regional Housing Authority' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Southern Nevada Regional Housing Authority' major federal programs for the year ended September 30, 2016. The Southern Nevada Regional Housing Authority' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Southern Nevada Regional Housing Authority' major federal programs based on our audit of the types of compliance requirements referred to above. 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 the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance 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 Southern Nevada Regional Housing Authority' 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 on compliance for each major federal program. However, our audit does not provide a legal determination on the Southern Nevada Regional Housing Authority' compliance with those requirements.

Opinion on Each Major Federal Program

In our opinion, the Southern Nevada Regional Housing Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2016.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2016-002. Our opinion on each major federal program is not modified with respect to these matters.

Report on Internal Control Over Compliance

The management of the Southern Nevada Regional Housing Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern Nevada Regional Housing Authority' internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, 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.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified certain deficiencies in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as items 2016-002, what we consider to be a significant deficiency.

The Authority's response to the internal control over compliance finding identified in our audit are described in the accompanying corrective action plan. The Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Rector, Reeder & Lofton, PC
Certified Public Accountants

Lawrenceville, Georgia
June 23, 2017

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada**

STATUS OF PRIOR AUDIT FINDINGS

The prior audit report for the period ended September 30, 2015, contained no formal audit findings.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Section I – Summary of Auditor’s Results:

Financial Statements

Type of report issued on the financial statements:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	Yes
Noncompliance material to the financial statements noted?	No

Federal Awards

Internal controls over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	Yes

Type of report issued on the compliance for major programs:	Unmodified
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Any audit findings disclosed that are required to be reported under 2 CFR §200.516(a)?	Yes
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Identification of major programs:	
-CFDA #14.850	Public and Indian Housing
-CFDA #14.871	Section 8 Housing Choice Vouchers

Dollar threshold used to distinguish between Type A and Type B programs:	\$3,000,000
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Low Risk Auditee under 2 CFR §200.520?	No
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**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(Continued)**

Section II – Findings related to the Financial Statements required to be reported in accordance with GAGAS

Finding No. 2016-001 – Controls over materials inventory – Significant Deficiency

Condition & cause

Inventory is maintained decentralized from the main office and kept at the individual sites. Per staff interviews all maintenance employees and site managers have access to this inventory. For the Fiscal year 2016 inventory conducted as part of the year-end close revealed that \$210,282 of items in stock could not be adequately accounted for. These items consisted of the following:

Item Category	Amount
Appliances	\$ 25,846
Appliance Parts	13,735
Electrical	31,989
HVAC	24,413
Plumbing	50,104
Structural	41,430
Paint	16,055
Gardening/Other	6,710
Total unlocated	\$ 210,282

Criteria

Adequate internal controls require the proper safeguarding of assets and separation of duties and responsibilities. Also, the test of the internal controls working correctly should be that the inventory should be materially accurate to the actual booked amount on the general ledger.

Recommendation

Management should consider implementing more segregation of duties in this area to limit the number of employees who can access inventory. Additionally, the work order system should be updated to ensure that it is operating effectively and that all inventory costs are being captured on work so that costs are being charged to the appropriate cost center.

Questioned Costs: None

Repeat Finding: No

Was sampling statistically valid? Yes

Views of responsible officials: The Southern Nevada Regional Housing Authority agrees with the findings and the recommended corrective actions.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(Continued)

Section III – Federal Award Findings and Questioned Costs

Finding No. 2016-002 – Capital Asset Deficiencies – Other Matters – Significant Deficiency

Public Housing Program - CFDA # 14.850, Grant Year 2016

Condition & cause

Upon review of the detailed listing of capital assets and equipment we determined that the Housing Authority has not conducted an inventory of equipment or personal property assets within the last two years. When analyzing and testing certain equipment and improvement items we randomly selected a total of \$274,341.55 in capital assets, and of this amount \$81,524.19 was either not identifiable or not located. The Housing Authority has not maintained the detailed capital asset schedule in such a way that easily facilitates the annual or bi-annual inventory of equipment to determine that the asset has been safeguarded and retained by the agency. Because of the inadequate descriptions on the depreciation and capital asset schedule, we were unable to satisfy ourselves that certain capital assets actually existed.

Criteria

The *Uniform Administrative Requirements* give the requirements under *Section 503* which state that the equipment should be inventoried at least every two years and reconciled to the capital asset control schedule. The *Uniform Administrative Requirements* also provide the requirements for the information to be contained on the capital asset records.

Recommendation

We recommend that an inventory of all nonexpendable equipment be conducted, that the detailed capital asset schedule be updated and reconciled to at least once every two years, and that certain equipment items be written off the books if they are no longer in ownership by the agency.

Questioned Costs: None

Repeat Finding: No

Was sampling statistically valid? Yes

Views of responsible officials: The Southern Nevada Regional Housing Authority agrees with the findings and the recommended corrective actions.

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada**

CORRECTIVE ACTION PLAN

Finding No. 2016-001 – Controls over materials inventory – Significant Deficiency

Corrective Action Plan: *As of October 2016, SNRHA has begun conducting random inventory cycle counts on all properties within the agency. These random cycle counts are ‘control triggers’, which should identify inventory deficiencies at each property where cycle counts are performed. High dollar inventory items are also counted during this random cycle count, such as appliances, tools, and equipment etc. SNRHA will also be ensuring that the Asset Managers, Maintenance Supervisors and an office staff person will maintain the keys to each inventory shop issuing out big ticket items. One suggestion is to develop a sign in/out log for staff when parts are taken out of the inventory location for repairs, listing the address and the work order number on the log.*

Contact Person: *Johnny Shaw, Procurement Manager*

Anticipated Completion Date: *July 2017*

Finding No. 2016-002 – Capital Asset Deficiencies – Other Matters – Significant Deficiency

Public Housing Program - CFDA # 14.850, Grant Year 2016

Corrective Action Plan: *SNRHA will be conducting an annual fixed assets inventory by September 2017. However, it should be noted that the agency does not currently have an adequate Fixed Assets Inventory System. Procurement & Contracts and the Finance Department is currently working with our IT Department and our agency software “Yardi” to see if existing system can handle the Fixed Assets capabilities, with an add-on module. If this strategy does not work, then SNRHA will pursue a third party vendor that has the software with capabilities data capturing piece such as bar-coding feature.*

SNRHA will continue to conduct an annual inventory of the Fixed Assets, to ensure said mentioned above inventory deficiencies are eliminated.

Contact Person: *Johnny Shaw, Procurement Manager*

Anticipated Completion Date: *September 2017*

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

SUPPLEMENTAL INFORMATION

FISCAL YEAR ENDED SEPTEMBER 30, 2016

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS
September 30, 2016**

<u>Account Description</u>	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14,850	PIH Family Self-Sufficiency Program 14,896	Section 8 Housing Choice Vouchers 14,871
ASSETS:						
CURRENT ASSETS:						
Cash:						
Cash - unrestricted	\$ 0	\$ 156,107	\$ 2,084,403	\$ 2,579,536	\$ 0	\$ 656,327
Cash - restricted - modernization	0	0	0	0	0	0
Cash - other restricted	291,954	254,642	0	5,358,051	0	1,498,695
Cash - restricted current liabilities	0	0	0	13,502	0	3,896
Cash - tenant security deposits	486,498	0	0	637,025	0	0
Total Cash	778,452	410,749	2,084,403	8,588,114	0	2,158,918
Accounts and notes receivables:						
Accounts receivable - PHA projects	0	0	0	0	0	223,466
Accounts receivable - HUD	0	0	0	328,688	60,539	0
Accounts receivable - other government	0	0	0	7,537	0	0
Accounts receivable - miscellaneous	11,103	615,600	0	23,396	0	807,598
Accounts receivable - tenants rents	50,610	15,831	0	179,676	0	0
Allowance for doubtful accounts - tenants	(19,413)	0	0	(59,201)	0	0
Allowance for doubtful accounts - other	0	0	0	0	0	(894,651)
Notes receivable - current	0	0	0	0	0	0
Fraud recovery	0	0	0	0	0	1,720,955
Allowance for doubtful accounts - fraud	0	0	0	0	0	(1,435,275)
Accrued interest receivable	1,756	0	0	23,989	0	11,471
Total receivables - net	44,056	631,431	0	504,085	60,539	433,564
Current investments:						
Investments - unrestricted	0	0	0	3,100,847	0	2,549,056
Investments - restricted	0	0	0	0	0	0
Prepaid expenses and other assets	43,142	1,332,525	0	58,138	0	46,265
Inventories	237,083	0	0	703,023	0	0
Allowance for obsolete inventories	0	0	0	0	0	0
Assets held for sale	0	0	0	0	0	0
Interprogram due from	0	0	0	2,809,005	0	0
TOTAL CURRENT ASSETS	1,102,733	2,374,705	2,084,403	15,763,212	60,539	5,187,803
NONCURRENT ASSETS:						
Capital Assets:						
Land	3,392,784	2,122	0	17,886,856	0	0
Buildings	48,490,332	15,195,495	0	206,595,648	0	0
Furniture & equipment - dwelling	0	0	0	0	0	0
Furniture & equipment - admin	361,537	306,059	0	2,132,229	0	512,720
Improvements	0	0	0	15,114,205	0	1,238,468
Construction in process	0	0	0	0	0	0
Infrastructure	664,005	5,032,157	0	3,431,176	0	0
Accumulated depreciation	(20,148,546)	(804,135)	0	(139,540,742)	0	(734,915)
Total capital assets - net	32,760,112	19,731,698	0	105,619,372	0	1,016,273
Notes receivable - noncurrent	1,723,800	0	4,110,000	20,190,372	0	332,759
Other assets	0	217,944	6,436,341	30,000	0	0
Investment in joint ventures	0	0	0	0	0	0
TOTAL NONCURRENT ASSETS	34,483,912	19,949,642	10,546,341	125,839,744	0	1,349,032
DEFERRED OUTFLOW OF RESOURCES	521,956	0	0	1,995,886	0	1,431,327
TOTAL ASSETS & DEFERRED OUTFLOW OF RESOURCES	\$ 36,108,601	\$ 22,324,347	\$ 12,630,744	\$ 143,598,842	\$ 60,539	\$ 7,968,162

Community Development Block/Entitlement Grants 14.218	Supportive Housing for Persons with Disabilities 14.181	HOME Investment Partnerships Program 14.239	Workforce Other Federal Program 1	State/Local	Housing Counseling Assistance Program 14.169	Central Office Cost Center	Elimination	TOTAL
\$ 0	\$ 0	\$ 0	\$ 0	\$ 31,541	\$ 0	\$ 363,273	\$ 0	\$ 5,871,187
0	0	0	0	0	0	0	0	0
0	5,636	0	0	0	0	0	0	7,408,978
0	0	0	0	0	0	0	0	17,398
0	0	0	0	0	0	0	0	1,123,523
0	5,636	0	0	31,541	0	363,273	0	14,421,086
0	0	0	0	0	0	0	0	223,466
0	0	0	0	0	0	0	0	389,227
0	0	0	141,927	0	0	0	0	149,464
0	9,410	2,379	0	8,539	0	35	0	1,478,060
0	0	0	0	0	0	0	0	246,117
0	0	0	0	0	0	0	0	(78,614)
0	(9,368)	0	0	0	0	0	0	(904,019)
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	1,720,955
0	0	0	0	0	0	0	0	(1,435,275)
0	0	0	0	0	0	0	0	37,216
0	42	2,379	141,927	8,539	0	35	0	1,826,597
0	0	0	0	0	0	0	0	5,649,903
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	63,237	0	1,543,307
0	0	0	0	0	0	48,248	0	988,354
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	8,241	0	0	0	1,915,066	(4,732,312)	0
0	5,678	10,620	141,927	40,080	0	2,389,859	(4,732,312)	24,429,247
0	0	0	0	0	0	215,819	0	21,497,581
0	0	0	0	0	0	4,306,730	0	274,588,205
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	2,302,836	0	5,615,381
0	0	0	0	0	0	64,658	0	16,417,331
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	9,127,338
0	0	0	0	0	0	(5,775,694)	0	(167,004,032)
0	0	0	0	0	0	1,114,349	0	160,241,804
0	0	0	0	0	0	0	0	26,356,931
0	0	0	0	0	0	0	0	6,684,285
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	1,114,349	0	193,283,020
0	0	0	0	0	0	1,194,686	0	5,143,855
\$ 0	\$ 5,678	\$ 10,620	\$ 141,927	\$ 40,080	\$ 0	\$ 4,698,894	\$ (4,732,312)	\$ 222,856,122

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS
September 30, 2016**

<u>Account Description</u>	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14.850	PIH Family Self-Sufficiency Program 14.896	Section 8 Housing Choice Vouchers 14.871
LIABILITIES AND NET POSITION:						
LIABILITIES:						
CURRENT LIABILITIES:						
Cash overdraft	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Accounts payable < 90 days	132,746	87,949	0	786,711	0	278,953
Accrued salaries/payroll withholding	0	0	0	20,996	0	0
Accrued compensated absences	51,629	0	0	181,632	0	86,375
Accrued interest payable	0	0	0	0	0	0
Accounts payable - HUD PHA programs	0	0	0	0	0	329,225
Accounts payable - other gov.	0	0	0	442,656	0	3,896
Tenant security deposits	389,237	13,990	0	637,025	0	0
Unearned revenue	63,941	45,955	0	49,021	0	128
Current portion of L-T debt - capital	201,212	34,125	0	51,797	0	0
Current portion of L-T debt - operating	64,720	0	0	0	0	0
Other current liabilities	194	246	0	115,242	0	0
Accrued liabilities - other	0	0	0	0	0	0
Interprogram (due to)	2,658,647	0	1,554,210	317,625	60,539	0
Loan liability - current	0	0	0	0	0	0
TOTAL CURRENT LIABILITIES	3,562,326	182,265	1,554,210	2,602,705	60,539	698,577
NONCURRENT LIABILITIES:						
Long-term debt, net of current - capital	1,903,703	16,846,332	0	1,048,803	0	0
Long-term debt, net of current -operating	921,686	0	0	0	0	0
Accrued comp. absences - long term	206,517	0	0	726,527	0	345,498
Loan liability - noncurrent	0	0	4,446,341	0	0	0
Accrued pension & OPEB liabilities	3,329,164	0	0	12,729,993	0	9,129,203
Noncurrent liabilities - other	0	0	464	260,974	0	876,751
TOTAL NONCURRENT LIABILITIES	6,361,070	16,846,332	4,446,805	14,766,297	0	10,351,452
TOTAL LIABILITIES	9,923,396	17,028,597	6,001,015	17,369,002	60,539	11,050,029
DEFERRED INFLOW OF RESOURCES	378,843	0	0	1,448,620	0	1,038,864
NET POSITION:						
Net Investment in Capital Assets	30,845,207	4,539,075	0	104,518,772	0	1,016,273
Restricted	0	254,642	0	5,127,859	0	563,322
Unrestricted	(5,038,845)	502,033	6,629,729	15,134,589	0	(5,700,326)
TOTAL NET POSITION	25,806,362	5,295,750	6,629,729	124,781,220	0	(4,120,731)
TOTAL LIABILITIES AND NET POSITION	\$ 36,108,601	\$ 22,324,347	\$ 12,630,744	\$ 143,598,842	\$ 60,539	\$ 7,968,162

Community Development Block/Entitlement Grants 14.218	Supportive Housing for Persons with Disabilities 14.181	HOME Investment Partnerships Program 14.239	Other Federal Program 1	State/Local	Housing Counseling Assistance Program 14.169	Central Office Cost Center	Elimination	TOTAL
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
0	105	0	636	0	0	48,940	0	1,336,040
0	0	0	0	0	0	116,383	0	137,379
0	0	0	0	0	0	92,041	0	411,677
0	0	0	0	0	0	0	0	0
0	5,573	0	0	0	0	0	0	334,798
0	0	10,620	0	0	0	0	0	457,172
0	0	0	0	0	0	0	0	1,040,252
0	0	0	0	40,080	0	0	0	199,125
0	0	0	0	0	0	0	0	287,134
0	0	0	0	0	0	0	0	64,720
0	0	0	0	0	0	0	0	115,682
0	0	0	0	0	0	0	0	0
0	0	0	141,291	0	0	0	(4,732,312)	0
0	0	0	0	0	0	0	0	0
0	5,678	10,620	141,927	40,080	0	257,364	(4,732,312)	4,383,979
0	0	0	0	0	0	0	0	19,798,838
0	0	0	0	0	0	0	0	921,686
0	0	0	0	0	0	368,163	0	1,646,705
0	0	0	0	0	0	0	0	4,446,341
0	0	0	0	0	0	7,619,910	0	32,808,270
0	0	0	0	0	0	0	0	1,138,189
0	0	0	0	0	0	7,988,073	0	60,760,029
0	5,678	10,620	141,927	40,080	0	8,245,437	(4,732,312)	65,144,008
0	0	0	0	0	0	867,112	0	3,733,439
0	0	0	0	0	0	1,114,349	0	142,033,676
0	0	0	0	0	0	0	0	5,945,823
0	0	0	0	0	0	(5,528,004)	0	5,999,176
0	0	0	0	0	0	(4,413,655)	0	153,978,675
\$ 0	\$ 5,678	\$ 10,620	\$ 141,927	\$ 40,080	\$ 0	\$ 4,698,894	\$ (4,732,312)	\$ 222,856,122

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Section 8

Housing

Choice

Vouchers

<u>Account Description</u>	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14,850	PIH Family Self-Sufficiency Program 14,896	Section 8 Housing Choice Vouchers 14,871
REVENUES:						
Net tenant rental revenue	\$ 5,772,331	\$ 1,469,158	\$ 0	\$ 5,471,840	\$ 0	\$ 0
Tenant revenue - other	370,799	0	0	295,576	0	0
Total tenant revenue	<u>6,143,130</u>	<u>1,469,158</u>	<u>0</u>	<u>5,767,416</u>	<u>0</u>	<u>0</u>
HUD PHA grants - operating	0	0	0	16,541,245	744,305	112,528,249
HUD PHA grants - capital	0	0	0	991,029	0	0
Management fee	0	0	0	0	0	0
Asset management fee	0	0	0	0	0	0
Bookkeeping fee	0	0	0	0	0	0
Front line service fee	0	0	0	0	0	0
Other fees	0	0	0	0	0	0
Other government grants	0	0	0	0	0	0
Investment income - unrestricted	1,159	7	10	22,723	0	6,570
Mortgage interest income	0	0	80,160	0	0	0
Proceeds from disposition of assets held for sale	0	0	0	0	0	0
Fraud income	0	0	0	0	0	330,428
Other revenue	654,863	5,472	2,519,818	808,809	0	101,797
Gain/(loss) on disposition	740,000	0	0	6,797,410	0	0
Investment income - restricted	0	0	0	0	0	0
TOTAL REVENUES	<u>\$ 7,539,152</u>	<u>\$ 1,474,637</u>	<u>\$ 2,599,988</u>	<u>\$ 30,928,632</u>	<u>\$ 744,305</u>	<u>\$ 112,967,044</u>
EXPENSES:						
Administrative						
Administrative salaries	\$ 582,514	\$ 85,190	\$ 0	\$ 1,682,733	\$ 0	\$ 3,393,578
Auditing fees	17,615	0	0	61,359	0	14,980
Management fees	683,396	0	0	2,532,461	0	1,221,945
Bookkeeping fees	86,125	0	0	231,858	0	965,130
Advertising & marketing	0	0	0	0	0	600
Employee benefits - administrative	278,711	56,793	0	807,676	0	1,651,723
Office expense	48,347	27,477	0	185,962	0	512,736
Legal expense	14,637	0	0	38,045	0	32,188
Travel expense	20,372	0	0	33,385	0	15,449
Allocated Overhead	0	0	0	0	0	0
Other operating - administrative	329,095	41,900	0	1,997,484	0	457,946
Total Administrative Expense	<u>2,060,812</u>	<u>211,360</u>	<u>0</u>	<u>7,570,963</u>	<u>0</u>	<u>8,266,275</u>
Asset management fee	<u>0</u>	<u>0</u>	<u>0</u>	<u>320,440</u>	<u>0</u>	<u>0</u>
Tenant Services						
Tenant services - salaries	30,317	0	0	235,000	528,231	126,067
Relocation costs	0	0	0	71,879	0	0
Employee benefits - tenant services	13,797	0	0	98,593	216,074	71,157
Other tenant services	10,417	0	0	23,058	0	1,547
Total Tenant Services	<u>54,531</u>	<u>0</u>	<u>0</u>	<u>428,530</u>	<u>744,305</u>	<u>198,771</u>
Utilities						
Water	275,379	98,487	0	1,066,876	0	0
Electricity	143,359	9,443	0	655,839	0	14,140
Gas	9,044	0	0	129,054	0	0
Sewer	222,595	26,983	0	539,269	0	1,972
Other utilities	0	0	0	0	0	0
Employee benefits - utilities	0	0	0	0	0	0
Total Utilities Expense	<u>650,377</u>	<u>134,913</u>	<u>0</u>	<u>2,391,038</u>	<u>0</u>	<u>16,112</u>

Community Development Block/Entitlement Grants 14.218	Supportive Housing for Persons with Disabilities 14.181	HOME Investment Partnerships Program 14.239	Other Federal Program 1	State/Local	Housing Counseling Assistance Program 14.169	Central Office Cost Center	Elimination	TOTAL
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 12,713,329
0	0	0	0	0	0	0	0	666,375
0	0	0	0	0	0	0	0	13,379,704
0	731,233	0	0	0	4,918	0	0	130,549,950
0	0	0	0	0	0	0	0	991,029
0	0	0	0	0	0	4,437,802	(4,437,802)	0
0	0	0	0	0	0	320,440	(320,440)	0
0	0	0	0	0	0	1,283,113	(1,283,113)	0
0	0	0	0	0	0	1,869,440	(1,869,440)	0
0	0	0	0	0	0	0	0	0
69,891	0	235,054	719,474	0	0	0	0	1,024,419
0	0	0	0	0	0	0	0	30,469
0	0	0	0	0	0	0	0	80,160
0	0	0	0	0	0	0	0	0
0	220	0	0	0	0	0	0	330,648
0	0	0	0	0	0	285,903	0	4,376,662
0	0	0	0	0	0	1,473	0	7,538,883
0	0	0	0	0	0	0	0	0
\$ 69,891	\$ 731,453	\$ 235,054	\$ 719,474	\$ 0	\$ 4,918	\$ 8,198,171	\$ (7,910,795)	\$ 158,301,924
\$ 34,747	\$ 0	\$ 12,157	\$ 0	\$ 0	\$ 0	\$ 3,245,791	\$ 0	\$ 9,036,710
0	0	0	0	0	0	10,273	0	104,227
0	0	0	0	0	0	0	(4,437,802)	0
0	0	0	0	0	0	0	(1,283,113)	0
0	0	0	0	0	0	78,013	0	78,613
15,253	0	6,776	0	0	0	1,534,395	0	4,351,327
0	0	0	0	0	0	705,906	0	1,480,428
0	0	0	0	0	0	234,335	0	319,205
0	0	0	0	0	0	61,744	0	130,950
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	526,093	(1,869,440)	1,483,078
50,000	0	18,933	0	0	0	6,396,550	(7,590,355)	16,984,538
0	0	0	0	0	0	0	(320,440)	0
0	323	0	440,277	0	3,561	388,094	0	1,751,870
0	0	0	0	0	0	0	0	71,879
0	182	0	145,499	0	1,357	173,268	0	719,927
0	0	0	108,083	0	0	30,911	0	174,016
0	505	0	693,859	0	4,918	592,273	0	2,717,692
0	0	0	0	0	0	32,073	0	1,472,815
0	0	0	0	0	0	40,768	0	863,549
0	0	0	0	0	0	1,879	0	139,977
0	0	0	0	0	0	2,802	0	793,621
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	77,522	0	3,269,962

Southern Nevada Regional Housing Authority
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

<u>Account Description</u>	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14,850	PIH Family Self-Sufficiency Program 14,896	Section 8 Housing Choice Vouchers 14,871
Ordinary Maintenance & Operation						
Labor	886,773	21,298	0	3,305,381	0	354
Materials	346,431	0	0	1,018,233	0	25,672
Employee benefit contributions	413,547	14,198	0	1,617,395	0	251
Garbage & trash removal contracts	151,625	0	0	376,392	0	0
Heating & cooling contracts	13,485	0	0	33,912	0	0
Snow Removal contracts	0	0	0	0	0	0
Elevator maintenance contracts	402	0	0	23,821	0	0
Landscape & grounds contracts	153,672	0	0	252,702	0	0
Unit turnaround contracts	0	0	0	0	0	0
Electrical contracts	6,315	0	0	43,294	0	0
Plumbing contracts	27,155	0	0	105,840	0	0
Extermination contracts	59,658	0	0	277,941	0	0
Janitorial contracts	16,736	0	0	251,527	0	0
Routine maintenance contracts	345,116	54,506	0	774,398	0	0
Contract costs - other	71,472	0	0	289,650	0	38,720
Total Ordinary Maintenance & Operation	2,492,387	90,002	0	8,370,486	0	64,997
Protective Services						
Protective services - salaries	0	0	0	0	0	0
Employee benefits - protective services	0	0	0	0	0	0
Other protective services - contract costs	102,229	0	0	414,569	0	2,938
Total Protective Services	102,229	0	0	414,569	0	2,938
Insurance Premiums						
Property insurance	95,872	46,307	0	311,950	0	0
Liability insurance	33,057	0	0	119,423	0	70,102
Workmen's compensation	0	0	0	0	0	0
Insurance - other	32,783	0	0	97,669	0	47,136
Total Insurance Premiums	161,712	46,307	0	529,042	0	117,238
General Expenses						
Other general expense	389,652	204,501	1,074	1,421,751	0	94,136
Compensated absences	106,441	0	0	350,843	0	140,453
Payments in lieu of taxes	0	0	0	237,160	0	0
Bad debt - tenant rents	162,167	0	0	264,890	0	0
Bad debt - mortgages	0	0	0	0	0	0
Bad debt - other	0	0	0	0	0	0
Severance expense	0	0	0	0	0	0
Total General Expenses	658,260	204,501	1,074	2,274,644	0	234,589
Financial Expenses						
Interest expense - mortgage payable	210,059	0	80,160	0	0	0
Interest expense - notes payable	35,359	880,241	0	1,117	0	1,175
Amortization - issuance costs	0	295,112	0	0	0	0
Total Financial Expenses	245,418	1,175,353	80,160	1,117	0	1,175
TOTAL OPERATING EXPENSE	6,425,726	1,862,436	81,234	22,300,829	744,305	8,902,095
EXCESS OPERATING REVENUE	1,113,426	(387,799)	2,518,754	8,627,803	0	104,064,949

Community Development Block/Entitlement Grants 14.218	Supportive Housing for Persons with Disabilities 14.181	HOME Investment Partnerships Program 14.239	Other Federal Program 1	State/Local	Housing Counseling Assistance Program 14.169	Central Office Cost Center	Elimination	TOTAL
0	0	0	0	0	0	14,359	0	4,228,165
0	0	0	0	0	0	22,503	0	1,412,839
0	0	0	0	0	0	6,380	0	2,051,771
0	0	0	0	0	0	16,983	0	545,000
0	0	0	0	0	0	12,763	0	60,160
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	24,223
0	0	0	0	0	0	359	0	406,733
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	49,609
0	0	0	0	0	0	0	0	132,995
0	0	0	0	0	0	590	0	338,189
0	0	0	0	0	0	19,614	0	287,877
0	0	0	0	0	0	30,641	0	1,204,661
0	0	0	0	0	0	27,447	0	427,289
0	0	0	0	0	0	151,639	0	11,169,511
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	13,301	0	533,037
0	0	0	0	0	0	13,301	0	533,037
0	0	0	0	0	0	5,933	0	460,062
0	0	0	0	0	0	0	0	222,582
0	0	0	0	0	0	0	0	0
0	0	0	23,585	0	0	37,664	0	238,837
0	0	0	23,585	0	0	43,597	0	921,481
0	3,929	0	0	0	0	10,423	0	2,125,466
0	0	0	2,030	0	0	207,117	0	806,884
0	0	0	0	0	0	0	0	237,160
0	0	0	0	0	0	0	0	427,057
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	3,929	0	2,030	0	0	217,540	0	3,596,567
0	0	0	0	0	0	0	0	290,219
0	0	0	0	0	0	1,117	0	919,009
0	0	0	0	0	0	0	0	295,112
0	0	0	0	0	0	1,117	0	1,504,340
50,000	4,434	18,933	719,474	0	4,918	7,493,539	(7,910,795)	40,697,128
19,891	727,019	216,121	0	0	0	704,632	0	117,604,796

Southern Nevada Regional Housing Authority
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

<u>Account Description</u>	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14.850	PIH Family Self-Sufficiency Program 14.896	Section 8 Housing Choice Vouchers 14.871
Other Expenses						
Extraordinary maintenance	49,609	0	0	478,020	0	41,029
Casualty losses	0	0	0	11,749	0	0
Housing assistance payments	0	0	0	0	0	103,829,415
Portability HAP expense	0	0	0	0	0	0
Depreciation expense	1,399,440	804,135	0	8,559,221	0	69,841
Total Other Expenses	<u>1,448,049</u>	<u>804,135</u>	<u>0</u>	<u>9,048,990</u>	<u>0</u>	<u>103,940,285</u>
TOTAL EXPENSES	<u>\$ 7,873,775</u>	<u>\$ 2,666,571</u>	<u>\$ 81,234</u>	<u>\$ 31,349,819</u>	<u>\$ 744,305</u>	<u>\$ 112,842,380</u>
EXCESS OF REVENUE OVER EXPENSES	<u>\$ (334,623)</u>	<u>\$ (1,191,934)</u>	<u>\$ 2,518,754</u>	<u>\$ (421,187)</u>	<u>\$ 0</u>	<u>\$ 124,664</u>
Transfer of funds	0	0	0	0	0	0
Special Item - OPEB	0	0	0	0	0	0
Transfer of equity	19,891	0	0	0	0	1,107,622
Capital contributions	0	6,487,684	0	0	0	0
Beginning Net Position	<u>26,121,094</u>	<u>0</u>	<u>4,110,975</u>	<u>125,202,407</u>	<u>0</u>	<u>(5,353,017)</u>
Ending Net Position	<u>\$ 25,806,362</u>	<u>\$ 5,295,750</u>	<u>\$ 6,629,729</u>	<u>\$ 124,781,220</u>	<u>\$ 0</u>	<u>\$ (4,120,731)</u>
Administrative Fund Equity	-	-	-	-	-	(4,684,053)
Housing Choice Voucher Equity	-	-	-	-	-	563,322
Units Available	12,798	2,544	-	33,838	-	131,285
Units Leased	12,313	1,835	-	32,362	-	128,684

Community Development Block/Entitlement Grants 14.218	Supportive Housing for Persons with Disabilities 14.181	HOME Investment Partnerships Program 14.239	Other Federal Program 1	State/Local	Housing Counseling Assistance Program 14.169	Central Office Cost Center	Elimination	TOTAL
0	0	0	0	0	0	29,004	0	596,662
0	0	0	0	0	0	11,320	0	23,069
0	683,119	216,121	0	0	0	0	0	104,728,655
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	161,777	0	10,994,414
<u>0</u>	<u>683,119</u>	<u>216,121</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>202,101</u>	<u>0</u>	<u>116,342,800</u>
\$ 50,000	\$ 687,553	\$ 235,054	\$ 719,474	\$ 0	\$ 4,918	\$ 7,695,640	\$ (7,910,795)	\$ 157,039,928
\$ 19,891	\$ 43,900	\$ 0	\$ 0	\$ 0	\$ 0	\$ 502,531	\$ 0	\$ 1,261,996
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
(19,891)	(1,107,622)	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	6,487,684
0	1,063,722	0	0	0	0	(4,916,186)	0	146,228,995
<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (4,413,655)</u>	<u>\$ 0</u>	<u>\$ 153,978,675</u>
-	-	-	-	-	-	-	-	(4,684,053)
-	-	-	-	-	-	-	-	563,322
-	1,140	309	-	-	-	-	-	181,914
-	1,032	309	-	-	-	-	-	176,535

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS - AMPs
September 30, 2016**

<u>Account Description</u>	<u>NV018002305</u>	<u>NV01802310</u>	<u>NV018002401</u>	<u>NV018002402</u>	<u>NV018002403</u>	<u>NV018002404</u>	<u>NV018002405</u>
ASSETS:							
CURRENT ASSETS:							
Cash:							
Cash - unrestricted	\$ 0	\$ 80,436	\$ 311,543	\$ 286,887	\$ 59,656	\$ 169,385	\$ 24,258
Cash - restricted - modernization	0	0	0	0	0	0	0
Cash - other restricted	0	20,994	0	0	0	25,580	1,884
Cash - restricted current liabilities	0	0	0	3	0	716	0
Cash - tenant security deposits	0	12,708	57,358	82,962	57,162	69,657	0
Total Cash	0	114,138	368,901	369,852	116,818	265,338	26,142
Accounts and notes receivables:							
Accounts receivable - PHA projects	0	0	0	0	0	0	0
Accounts receivable - HUD	0	0	8,553	44	135	219	0
Accounts receivable - other government	7,537	0	0	0	0	0	0
Accounts receivable - miscellaneous	0	50	989	3,078	2,710	3,604	0
Accounts receivable - tenants rents	0	312	2,927	40,235	6,330	9,354	0
Allowance for doubtful accounts-tenants	0	(50)	(1,705)	(20,308)	(1,410)	(2,461)	0
Allowance for doubtful accounts - other	0	0	0	0	0	0	0
Notes receivable -current	0	0	0	0	0	0	0
Fraud recovery	0	0	0	0	0	0	0
Accrued interest receivable	0	0	0	0	0	0	0
Total receivables - net	7,537	312	10,764	23,049	7,765	10,716	0
Current investments:							
Investments - unrestricted	0	0	37,345	913,853	402,127	76,226	28,719
Investments - restricted	0	0	0	0	0	0	0
Prepaid expenses and other assets	0	1,116	2,605	3,349	2,977	2,977	0
Inventories	0	10,910	56,147	123,998	33,664	90,624	0
Allowance for obsolete inventories	0	0	0	0	0	0	0
Interprogram due from	0	0	0	0	0	0	0
TOTAL CURRENT ASSETS	7,537	126,476	475,762	1,434,101	563,351	445,881	54,861
NONCURRENT ASSETS:							
Capital Assets:							
Land	952,685	3,350,964	1,169,424	1,265,660	372,806	624,705	63,239
Buildings	0	15,432,780	46,528,439	10,028,601	21,770,050	18,008,198	0
Furniture & equipment - dwelling	0	0	0	0	0	0	0
Furniture & equipment - admin	6,460	7,025	81,148	168,168	358,335	194,479	0
Improvements	326,022	59,827	264,496	2,101,489	1,469,595	2,571,242	0
Construction in process	0	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0	3,431,176
Accumulated depreciation	(115,252)	(10,283,096)	(20,312,596)	(7,421,258)	(18,070,953)	(14,722,340)	(1,545,439)
Total capital assets - net	1,169,915	8,567,500	27,730,911	6,142,660	5,899,833	6,676,284	1,948,976
Notes receivable - noncurrent	0	0	0	0	0	0	0
Other assets	0	0	0	0	0	0	0
Investment in joint ventures	0	0	0	0	0	0	0
TOTAL NONCURRENT ASSETS	1,169,915	8,567,500	27,730,911	6,142,660	5,899,833	6,676,284	1,948,976
Deferred Outflow of Resources	0	14,411	200,135	237,036	217,874	215,890	0
TOTAL ASSETS & DEFERRED OUTFLOW OF RESOURCES	\$ 1,177,452	\$ 8,708,387	\$ 28,406,808	\$ 7,813,797	\$ 6,681,058	\$ 7,338,055	\$ 2,003,837

	<u>NV018002406</u>	<u>NV018002407</u>	<u>NV018002408</u>	<u>NV018002409</u>	<u>NV018002410</u>	<u>NV01802411</u>	<u>NV018013003</u>	<u>NV018013016</u>	<u>Other Project</u>	<u>TOTAL</u>
\$	255,799	\$ 421,513	\$ 341,529	\$ 318,183	\$ 0	\$ 0	\$ 128,019	\$ 182,328	\$ 0	\$ 2,579,536
	0	0	0	0	0	0	0	0	0	0
	8,497	19,647	60,856	894,953	0	31,565	0	18,797	4,275,278	5,358,051
	0	234	9,979	155	0	0	2,415	0	0	13,502
	54,147	92,277	76,910	107,275	0	4,925	4,353	17,291	0	637,025
	<u>318,443</u>	<u>533,671</u>	<u>489,274</u>	<u>1,320,566</u>	<u>0</u>	<u>36,490</u>	<u>134,787</u>	<u>218,416</u>	<u>4,275,278</u>	<u>8,588,114</u>
	0	0	0	0	0	0	0	0	0	0
	17,238	302,263	0	0	0	236	0	0	0	328,688
	0	0	0	0	0	0	0	0	0	7,537
	1,770	4,337	3,713	2,866	0	0	0	279	0	23,396
	25,739	17,009	41,674	33,457	0	0	0	2,639	0	179,676
	(10,711)	(1,295)	(7,673)	(13,488)	0	0	0	(100)	0	(59,201)
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	23,989	23,989
	<u>34,036</u>	<u>322,314</u>	<u>37,714</u>	<u>22,835</u>	<u>0</u>	<u>236</u>	<u>0</u>	<u>2,818</u>	<u>23,989</u>	<u>504,085</u>
	0	499,038	404,344	377,327	0	0	145,776	216,092	0	3,100,847
	0	0	0	0	0	0	0	0	0	0
	4,466	5,210	4,466	3,721	0	0	0	0	27,251	58,138
	74,039	120,338	154,730	35,579	0	0	0	2,994	0	703,023
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	2,809,005	2,809,005
	<u>430,984</u>	<u>1,480,571</u>	<u>1,090,528</u>	<u>1,760,028</u>	<u>0</u>	<u>36,726</u>	<u>280,563</u>	<u>440,320</u>	<u>7,135,523</u>	<u>15,763,212</u>
	1,852,913	602,195	509,173	5,539,476	0	0	38,900	0	1,544,716	17,886,856
	11,168,340	39,799,277	2,930,733	39,356,882	0	0	0	0	1,572,348	206,595,648
	0	0	0	0	0	0	0	0	0	0
	406,627	297,204	231,054	155,406	0	11,585	0	0	214,738	2,132,229
	1,217,319	1,960,436	1,076,195	3,371,358	0	0	0	0	696,226	15,114,205
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	3,431,176
	(6,578,943)	(33,765,661)	(2,405,488)	(23,163,525)	0	(11,585)	0	0	(1,144,606)	(139,540,742)
	<u>8,066,256</u>	<u>8,893,451</u>	<u>2,341,667</u>	<u>25,259,597</u>	<u>0</u>	<u>0</u>	<u>38,900</u>	<u>0</u>	<u>2,883,422</u>	<u>105,619,372</u>
	5,700,000	0	0	0	0	4,510,285	9,691,317	0	288,770	20,190,372
	0	0	0	0	0	0	30,000	0	0	30,000
	0	0	0	0	0	0	0	0	0	0
	<u>13,766,256</u>	<u>8,893,451</u>	<u>2,341,667</u>	<u>25,259,597</u>	<u>0</u>	<u>4,510,285</u>	<u>9,760,217</u>	<u>0</u>	<u>3,172,192</u>	<u>125,839,744</u>
	<u>261,863</u>	<u>300,263</u>	<u>262,391</u>	<u>286,023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,995,886</u>
\$	<u>14,459,103</u>	<u>10,674,285</u>	<u>3,694,586</u>	<u>27,305,648</u>	<u>0</u>	<u>4,547,011</u>	<u>10,040,780</u>	<u>440,320</u>	<u>10,307,715</u>	<u>143,598,842</u>

Southern Nevada Regional Housing Authority
Las Vegas, Nevada

FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS - AMPs
September 30, 2016

Account Description	NV018002305	NV01802310	NV018002401	NV018002402	NV018002403	NV018002404	NV018002405
LIABILITIES AND NET POSITION:							
LIABILITIES:							
CURRENT LIABILITIES:							
Cash overdraft	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Accounts payable < 90 days	1,724	5,603	56,124	68,113	27,829	44,086	0
Accrued salaries/payroll withholding	0	0	0	0	0	0	0
Accrued compensated absences	0	16,134	15,551	16,787	14,651	20,036	0
Accrued interest payable	0	0	0	0	0	0	0
Accounts payable - HUD PHA programs	0	0	0	0	0	0	0
Accounts payable - other gov.	0	7,700	72,326	161,985	71,287	0	0
Tenant security deposits	0	12,708	57,358	82,962	57,162	69,657	0
Unearned revenue	0	1,442	867	18,640	5,103	66	0
Current portion of L-T debt - capital borrowings	0	0	0	0	0	0	0
Other current liabilities	0	0	0	38	0	716	0
Accrued liabilities - other	0	0	0	0	0	0	0
Loan liability - current	0	0	0	0	0	0	0
Interprogram (due to)	268,411	0	44	44	135	219	0
TOTAL CURRENT LIABILITIES	270,135	43,587	202,270	348,569	176,167	134,780	0
NONCURRENT LIABILITIES:							
Long-term debt, net of current - capital	0	0	0	0	0	0	0
Long-term debt, net of current - operating	0	0	0	0	0	0	0
Accrued comp, absences - long term	0	64,535	62,204	67,149	58,604	80,146	0
Accrued pension & OPEB liabilities	0	91,915	1,276,491	1,511,831	1,389,649	1,376,999	0
Noncurrent liabilities - other	0	20,994	0	0	0	25,580	1,884
TOTAL NONCURRENT LIABILITIES	0	177,444	1,338,695	1,578,980	1,448,253	1,482,725	1,884
TOTAL LIABILITIES	270,135	221,031	1,540,965	1,927,549	1,624,420	1,617,505	1,884
Deferred Inflow of Resources	0	10,459	145,259	172,040	158,137	156,697	0
NET POSITION:							
Net Investment in Capital Assets	1,169,915	8,567,500	27,730,911	6,142,660	5,899,833	6,676,284	1,948,976
Restricted	0	0	0	0	0	0	0
Unrestricted	(262,598)	(90,603)	(1,010,327)	(428,452)	(1,001,332)	(1,112,431)	52,977
TOTAL NET POSITION	907,317	8,476,897	26,720,584	5,714,208	4,898,501	5,563,853	2,001,953
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	\$ 1,177,452	\$ 8,708,387	\$ 28,406,808	\$ 7,813,797	\$ 6,681,058	\$ 7,338,055	\$ 2,003,837

	<u>NV018002406</u>	<u>NV018002407</u>	<u>NV018002408</u>	<u>NV018002409</u>	<u>NV018002410</u>	<u>NV018002411</u>	<u>NV018013003</u>	<u>NV018013016</u>	<u>Other Project</u>	<u>TOTAL</u>	
\$	0	\$	0	\$	0	\$	0	\$	0	\$	0
	21,541	433,796	35,347	23,682	0	196	0	2,506	66,164	786,711	
	0	0	0	0	0	0	0	0	20,996	20,996	
	17,852	30,779	31,538	18,304	0	0	0	0	0	181,632	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	16,773	43,673	24,359	44,553	0	0	0	0	0	442,656	
	54,147	92,277	76,910	107,275	0	4,925	4,353	17,291	0	637,025	
	2,574	3,344	4,916	11,862	0	0	0	207	0	49,021	
	0	0	0	0	0	0	0	0	51,797	51,797	
	1,152	234	9,979	155	0	0	2,415	0	100,553	115,242	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	14,569	5,826	0	0	0	28,377	0	0	0	317,625	
	<u>128,608</u>	<u>609,929</u>	<u>183,049</u>	<u>205,831</u>	<u>0</u>	<u>33,498</u>	<u>6,768</u>	<u>20,004</u>	<u>239,510</u>	<u>2,602,705</u>	
	0	0	0	0	0	0	1,000,000	0	48,803	1,048,803	
	0	0	0	0	0	0	0	0	0	0	
	71,407	123,116	126,151	73,215	0	0	0	0	0	726,527	
	1,670,200	1,915,115	1,673,533	1,824,260	0	0	0	0	0	12,729,993	
	8,497	19,647	60,856	73,154	0	31,565	0	18,797	0	260,974	
	<u>1,750,104</u>	<u>2,057,878</u>	<u>1,860,540</u>	<u>1,970,629</u>	<u>0</u>	<u>31,565</u>	<u>1,000,000</u>	<u>18,797</u>	<u>48,803</u>	<u>14,766,297</u>	
	<u>1,878,712</u>	<u>2,667,807</u>	<u>2,043,589</u>	<u>2,176,460</u>	<u>0</u>	<u>65,063</u>	<u>1,006,768</u>	<u>38,801</u>	<u>288,313</u>	<u>17,369,002</u>	
	<u>190,062</u>	<u>217,932</u>	<u>190,441</u>	<u>207,593</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,448,620</u>	
	8,066,256	8,893,451	2,341,667	25,259,597	0	0	(961,100)	0	2,782,822	104,518,772	
	0	0	0	821,799	0	0	0	0	4,306,060	5,127,859	
	<u>4,324,073</u>	<u>(1,104,905)</u>	<u>(881,111)</u>	<u>(1,159,801)</u>	<u>0</u>	<u>4,481,948</u>	<u>9,995,112</u>	<u>401,519</u>	<u>2,930,520</u>	<u>15,134,589</u>	
	<u>12,390,329</u>	<u>7,788,546</u>	<u>1,460,556</u>	<u>24,921,595</u>	<u>0</u>	<u>4,481,948</u>	<u>9,034,012</u>	<u>401,519</u>	<u>10,019,402</u>	<u>124,781,220</u>	
\$	<u>14,459,103</u>	\$ <u>10,674,285</u>	\$ <u>3,694,586</u>	\$ <u>27,305,648</u>	\$ <u>0</u>	\$ <u>4,547,011</u>	\$ <u>10,040,780</u>	\$ <u>440,320</u>	\$ <u>10,307,715</u>	\$ <u>143,598,842</u>	

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES, AND CHANGES IN
NET POSITION ACCOUNTS - COMBINED SCHEDULE - AMP's
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Account Description	NV018002305	NV01802310	NV018002401	NV018002402	NV018002403	NV018002404	NV018002405
REVENUES:							
Net tenant rental revenue	\$ 0	\$ 104,528	\$ 669,735	\$ 1,226,214	\$ 788,863	\$ 589,702	\$ 0
Tenant revenue - other	0	2,839	19,660	37,840	17,779	14,324	0
Total tenant revenue	0	107,367	689,395	1,264,054	806,642	604,026	0
HUD PHA grants - operating	0	254,590	1,571,660	1,997,743	1,309,796	1,314,268	330,981
HUD PHA grants - capital	0	0	56,590	93,397	1,953	0	0
Management fee	0	0	0	0	0	0	0
Asset management fee	0	0	0	0	0	0	0
Bookkeeping fee	0	0	0	0	0	0	0
Front line service fee	0	0	0	0	0	0	0
Other government grants	0	0	0	0	0	0	0
Investment income - unrestricted	0	0	0	0	0	0	0
Mortgage interest income	0	0	0	0	0	0	0
Fraud income	0	0	0	0	0	0	0
Other revenue	7,537	0	0	0	10	3,226	0
Gain/(loss) on disposition	574,906	0	0	0	0	0	0
Investment income - restricted	0	0	0	0	0	0	0
TOTAL REVENUES	\$ 582,443	\$ 361,957	\$ 2,317,645	\$ 3,355,194	\$ 2,118,401	\$ 1,921,520	\$ 330,981
EXPENSES:							
Administrative							
Administrative salaries	\$ 0	\$ 45,603	\$ 208,223	\$ 207,216	\$ 189,411	\$ 141,869	\$ 0
Auditing fees	419	1,233	6,204	8,910	6,273	5,086	1,294
Management fees	0	37,079	575,021	365,560	228,313	219,893	0
Bookkeeping fees	0	4,095	25,988	40,373	25,215	24,285	0
Advertising & marketing	0	0	0	0	0	0	0
Employee benefits - administrative	0	20,712	100,888	99,189	95,179	72,169	0
Office expense	0	8,004	15,389	17,028	17,001	19,967	0
Legal expense	0	0	37,676	0	9	0	0
Travel expense	0	75	17,193	4,559	1,205	3,470	0
Allocated Overhead	0	0	0	0	0	0	0
Other operating - administrative	0	30,724	211,388	251,700	225,217	207,774	0
Total Administrative Expense	419	147,525	1,197,970	994,535	787,823	694,513	1,294
Asset management fee	0	5,520	36,240	55,080	35,280	33,000	0
Tenant Services							
Tenant services - salaries	0	968	38,877	89,770	41,133	30,735	985
Relocation	0	0	0	99	0	0	0
Employee benefits - tenant services	0	547	15,463	35,801	16,375	12,855	556
Other tenant services	0	99	2,764	5,887	4,250	3,742	0
Total Tenant Services	0	1,614	57,104	131,557	61,758	47,332	1,541
Utilities							
Water	75,368	27,036	121,258	91,852	54,710	126,318	0
Electricity	879	412	99,836	203,930	193,331	34,383	0
Gas	0	54	19,728	48,322	42,502	1,790	0
Sewer	0	11,289	61,075	98,730	67,339	58,773	0
Other utilities	0	0	0	0	0	0	0
Employee benefits - utilities	0	0	0	0	0	0	0
Total Utilities Expense	76,247	38,791	301,897	442,834	357,882	221,264	0
Ordinary Maintenance & Operation							
Labor	651	115,930	252,489	345,448	364,607	365,002	0
Materials	0	34,596	64,279	84,141	59,352	84,437	0
Employee benefit contributions	309	52,047	128,837	174,856	179,432	179,338	0
Garbage & trash removal contracts	3,455	8,313	37,054	41,756	29,036	30,983	0
Heating & cooling contracts	0	0	0	20,952	12,285	0	0
Snow removal contracts	0	0	0	0	0	0	0
Elevator maintenance contracts	0	0	9,502	6,955	7,364	0	0
Landscape & grounds contracts	0	1,000	60,448	45,306	42,390	21,595	0
Unit turnaround contracts	0	0	0	0	0	0	0
Electrical contracts	0	0	8,884	2,827	2,781	1,425	0
Plumbing contracts	0	3,468	782	9,497	8,469	1,365	0
Extermination contracts	0	5,732	23,305	68,851	50,304	17,422	0
Janitorial contracts	0	0	16,799	139,962	29,591	9,984	0
Routine maintenance contracts	0	42,247	47,764	71,683	55,688	50,187	0
Contract costs - other	0	2,194	51,648	46,690	26,322	22,344	21
Total Ordinary Maintenance & Operation	4,415	265,527	701,791	1,058,924	867,621	784,082	21

NV018002406	NV018002407	NV018002408	NV018002409	NV018002410	NV01802411	NV018013003	NV018013016	Other Project	TOTAL
\$ 411,193	\$ 610,198	\$ 367,711	\$ 558,070	\$ 0	\$ 0	\$ 0	\$ 145,626	\$ 0	\$ 5,471,840
54,575	46,980	65,032	32,359	0	0	0	4,188	0	295,576
465,768	657,178	432,743	590,429	0	0	0	149,814	0	5,767,416
2,529,497	2,513,527	2,044,104	1,614,325	0	667,992	145,812	246,950	0	16,541,245
0	839,089	0	0	0	0	0	0	0	991,029
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	22,723	22,723
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
13,773	1,321	4,492	50,509	0	18,432	708,200	47	1,262	808,809
3,188,217	0	0	0	0	3,034,287	0	0	0	6,797,410
0	0	0	0	0	0	0	0	0	0
\$ 6,197,255	\$ 4,011,115	\$ 2,481,339	\$ 2,255,263	\$ 0	\$ 3,720,711	\$ 854,012	\$ 396,811	\$ 23,985	\$ 30,928,632
\$ 288,497	\$ 212,651	\$ 179,040	\$ 163,910	\$ 0	\$ 34,268	\$ 106	\$ 11,939	\$ 0	\$ 1,682,733
5,667	8,230	6,195	6,515	0	1,660	3,344	329	0	61,359
217,448	302,879	246,853	232,456	0	58,946	10,187	37,826	0	2,532,461
21,338	33,450	27,263	25,673	0	0	0	4,178	0	231,858
0	0	0	0	0	0	0	0	0	0
135,317	98,008	88,613	81,715	0	10,294	69	5,523	0	807,676
21,856	22,252	19,973	41,264	0	366	0	2,862	0	185,962
0	0	0	0	0	0	0	0	360	38,045
1,205	2,330	1,888	1,460	0	0	0	0	0	33,385
0	0	0	0	0	0	0	0	0	0
283,119	334,352	265,341	162,198	0	2,806	0	22,865	0	1,997,484
974,447	1,014,152	835,166	715,191	0	108,340	13,706	85,522	360	7,570,963
30,760	46,080	37,680	35,040	0	0	0	5,760	0	320,440
3,260	6,214	8,828	7,828	0	5,417	0	985	0	235,000
0	0	0	11,538	0	60,242	0	0	0	71,879
1,840	3,507	4,983	4,418	0	1,692	0	556	0	98,593
998	1,448	3,833	11	0	0	0	26	0	23,058
6,098	11,169	17,644	23,795	0	67,351	0	1,567	0	428,530
69,315	226,778	153,247	115,333	0	0	0	275	5,386	1,066,876
28,277	43,818	44,332	6,641	0	0	0	0	0	655,839
3,062	8,708	3,104	1,784	0	0	0	0	0	129,054
48,278	67,645	53,878	72,262	0	0	0	0	0	539,269
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
148,932	346,949	254,561	196,020	0	0	0	275	5,386	2,391,038
450,925	514,134	488,097	370,407	0	148	106	37,437	0	3,305,381
92,001	214,676	90,080	148,037	0	28,313	0	15,703	102,618	1,018,233
220,030	248,065	232,567	185,909	0	37	74	15,894	0	1,617,395
39,863	76,005	43,057	64,668	0	0	0	887	1,315	376,392
0	675	0	0	0	0	0	0	0	33,912
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	23,821
1,569	55,157	4,860	16,803	0	0	0	999	2,575	252,702
0	0	0	0	0	0	0	0	0	0
1,650	14,637	3,700	6,390	0	0	0	1,000	0	43,294
10,837	41,732	1,396	25,314	0	0	0	2,980	0	105,840
23,738	35,461	27,015	22,834	0	0	0	3,279	0	277,941
17,143	27,837	9,356	855	0	0	0	0	0	251,527
96,083	170,609	45,507	156,392	0	0	0	38,238	0	774,398
18,763	61,311	27,862	29,293	0	1,148	0	2,054	0	289,650
972,602	1,460,299	973,497	1,026,902	0	29,646	180	118,471	106,508	8,370,486

Southern Nevada Regional Housing Authority
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES, AND CHANGES IN
NET POSITION ACCOUNTS - COMBINED SCHEDULE - AMP's
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Account Description	NVO18002305	NVO1802310	NVO18002401	NVO18002402	NVO18002403	NVO18002404	NVO18002405
Protective Services							
Protective services - salaries	0	0	0	0	0	0	0
Employee benefits - protective services	0	0	0	0	0	0	0
Other protective services	0	0	77,767	50,253	53,948	31,706	0
Total Protective Services	<u>0</u>	<u>0</u>	<u>77,767</u>	<u>50,253</u>	<u>53,948</u>	<u>31,706</u>	<u>0</u>
General Expenses							
Property insurance	0	7,190	36,895	21,030	24,307	25,272	0
Liability insurance	0	1,978	11,709	16,708	10,740	10,647	2,591
Workmen's compensation	0	0	0	0	0	0	0
Insurance - other	0	8,180	6,642	3,378	8,724	14,911	0
Other general expense	0	0	1,258	0	0	0	302,702
Compensated absences	0	15,606	40,416	44,581	52,971	37,968	196
Payments in lieu of taxes	0	7,700	36,965	78,411	43,087	0	0
Bad debt - tenant rents	0	1,593	19,309	25,713	4,604	6,555	0
Bad debt - mortgages	0	0	0	0	0	0	0
Bad debt - other	0	0	0	0	0	0	0
Severance expense	0	0	0	0	0	0	0
Total General Expenses	<u>0</u>	<u>42,247</u>	<u>153,194</u>	<u>189,821</u>	<u>144,433</u>	<u>95,353</u>	<u>305,489</u>
Financial Expenses							
Interest expense - mortgage payable	0	0	0	0	0	0	0
Interest expense - notes payable	0	0	0	0	0	0	0
Amortization - issuance costs	0	0	0	0	0	0	0
Total Financial Expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL OPERATING EXPENSE	<u>81,081</u>	<u>501,224</u>	<u>2,525,963</u>	<u>2,923,004</u>	<u>2,308,745</u>	<u>1,907,250</u>	<u>308,345</u>
EXCESS OPERATING REVENUE	<u>501,362</u>	<u>(139,267)</u>	<u>(208,318)</u>	<u>432,190</u>	<u>(190,344)</u>	<u>14,270</u>	<u>22,636</u>
Other Expenses							
Extraordinary maintenance	7,593	947	2,486	114,537	106,346	77,771	0
Casualty losses	0	0	6,535	989	1,234	0	0
Housing assistance payments	0	0	0	0	0	0	0
Depreciation expense	22,084	431,077	2,165,105	580,285	536,657	707,918	172,029
Total Other Expenses	<u>29,677</u>	<u>432,024</u>	<u>2,174,126</u>	<u>695,811</u>	<u>644,237</u>	<u>785,689</u>	<u>172,029</u>
TOTAL EXPENSES	<u>\$ 110,758</u>	<u>\$ 933,248</u>	<u>\$ 4,700,089</u>	<u>\$ 3,618,815</u>	<u>\$ 2,952,982</u>	<u>\$ 2,692,939</u>	<u>\$ 480,374</u>
EXCESS OF REVENUE OVER EXPENSES	<u>\$ 471,685</u>	<u>\$ (571,291)</u>	<u>\$ (2,382,444)</u>	<u>\$ (263,621)</u>	<u>\$ (834,581)</u>	<u>\$ (771,419)</u>	<u>\$ (149,393)</u>
Transfer of funds	0	100,000	280,000	(485,000)	(280,000)	105,000	0
Transfer of equity	0	0	0	0	0	0	0
Prior period adjustments	0	0	0	0	0	0	0
Beginning Net Position	<u>435,632</u>	<u>8,948,188</u>	<u>28,823,028</u>	<u>6,462,829</u>	<u>6,013,082</u>	<u>6,230,272</u>	<u>2,151,346</u>
Ending Net Position	<u>\$ 907,317</u>	<u>\$ 8,476,897</u>	<u>\$ 26,720,584</u>	<u>\$ 5,714,208</u>	<u>\$ 4,898,501</u>	<u>\$ 5,563,853</u>	<u>\$ 2,001,953</u>
Units Available	-	552	3,585	5,496	3,504	3,300	720
Units Leased	-	546	3,426	5,371	3,338	3,238	718

NV018002406	NV018002407	NV018002408	NV018002409	NV018002410	NV01802411	NV018013003	NV018013016	Other Project	TOTAL
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
4,042	116,128	80,725	0	0	0	0	0	0	414,569
4,042	116,128	80,725	0	0	0	0	0	0	414,569
30,115	36,068	48,927	56,467	0	8,581	14,135	0	2,963	311,950
11,487	16,569	13,553	14,621	0	3,225	4,312	0	1,283	119,423
0	0	0	0	0	0	0	0	0	0
10,575	18,180	10,266	13,448	0	3,303	38	0	24	97,669
176,383	0	0	0	0	795,596	145,812	0	0	1,421,751
17,288	38,739	57,852	44,706	0	324	0	196	0	350,843
11,774	20,075	16,810	22,338	0	0	0	0	0	237,160
62,859	33,942	43,875	62,163	0	0	0	4,277	0	264,890
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
320,481	163,573	191,283	213,743	0	811,029	164,297	4,473	4,270	2,803,686
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	1,117	1,117
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	1,117	1,117
2,457,362	3,158,350	2,390,556	2,210,691	0	1,016,366	178,183	216,068	117,641	22,300,829
3,739,893	852,765	90,783	44,572	0	2,704,345	675,829	180,743	(93,656)	8,627,803
57,902	85,970	3,000	12,310	0	2,150	0	0	7,008	478,020
0	0	2,991	0	0	0	0	0	0	11,749
0	0	0	0	0	0	0	0	0	0
837,225	1,116,730	188,445	1,535,278	0	71,745	0	0	194,643	8,559,221
895,127	1,202,700	194,436	1,547,588	0	73,895	0	0	201,651	9,048,990
\$ 3,352,489	\$ 4,361,050	\$ 2,584,992	\$ 3,758,279	\$ 0	\$ 1,090,261	\$ 178,183	\$ 216,068	\$ 319,292	\$ 31,349,819
\$ 2,844,766	\$ (349,935)	\$ (103,653)	\$ (1,503,016)	\$ 0	\$ 2,630,450	\$ 675,829	\$ 180,743	\$ (295,307)	\$ (421,187)
280,000	0	0	0	0	0	0	0	0	0
0	0	0	0	(1,851,498)	1,851,498	0	0	0	0
0	0	0	0	0	0	0	0	0	0
9,265,563	8,138,481	1,564,209	26,424,611	1,851,498	0	8,358,183	220,776	10,314,709	125,202,407
\$ 12,390,329	\$ 7,788,546	\$ 1,460,556	\$ 24,921,595	\$ 0	\$ 4,481,948	\$ 9,034,012	\$ 401,519	\$ 10,019,402	\$ 124,781,220
3,075	4,572	3,706	3,504	-	1,248	-	576	-	33,838
2,845	4,424	3,575	3,423	-	901	-	557	-	32,362

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, NV**

**SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

	<u>Type</u>	<u>Federal CFDA #</u>	<u>Expenditures</u>
<u>FEDERAL GRANTOR</u>			
<u>U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT:</u>			
Public Housing:			
Public and Indian Housing	A - Major	14.850	\$ 14,854,976
Public Housing Capital Fund Program	B - Nonmajor	14.872	2,677,298
Section 8 Housing Assistance Program:			
Supportive Housing for Persons with Disabilities	B - Nonmajor	14.181	731,233
Housing Counseling Assistance Program	B - Nonmajor	14.169	4,918
Section 8 Housing Choice Voucher	A - Major	14.871	112,528,249
Family Self Sufficiency - Combined Program:			
PIH Family Self-Sufficiency Program	B - Nonmajor	14.896	744,305
<u>OTHER GOVERNMENT GRANTS:</u>			
<u>State/Local Financial Pass-Through Assistance</u>			
Community Development Block/Entitlement(NSP)	B - Nonmajor	14.218	69,891
HOME Investment Partnership Program	B - Nonmajor	14.239	235,054
<u>U.S. DEPARTMENT OF LABOR:</u>			
<u>State/Local Financial Pass-Through Assistance</u>			
Other Federal Program: Workforce Investment Act	B - Nonmajor	17.259	<u>719,474</u>
TOTAL FEDERAL FINANCIAL AWARDS			\$ <u>132,565,398</u>
Threshold for Type A & Type B			\$ <u>3,000,000</u>

The accompanying notes are an integral part of the financial statements.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

NOTE A - BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Authority and is presented on the full accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Uniform Guidance.

NOTE B - SUB-RECIPIENTS:

The Authority provided no federal awards to sub-recipients during the fiscal year ending September 30, 2016.

NOTE C - DISCLOSURE OF OTHER FORMS OF ASSISTANCE:

- The Authority received no federal awards of non-monetary assistance that are required to be disclosed for the year ended September 30, 2016.
- The Authority had no loans or loan guarantees to be disclosed as of September 30, 2016.
- There were no federally restricted endowment funds required to be disclosed for the fiscal year ended September 30, 2016.
- The Authority maintains the following limits of insurance as of September 30, 2016:

Property	\$ 336,919,540
Equipment Breakdown	\$ 100,000,000
Flood	\$ 250,000
Liability	\$ 2,000,000
Public Officials	\$ 1,000,000
Worker Compensation	Statutory
Employee Practice	\$ 1,000,000

Settled claims have not exceeded the above limits over the past three years.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

SUPPLEMENTAL INFORMATION
SPECIAL REPORTS

FISCAL YEAR ENDED SEPTEMBER 30, 2016

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND PROGRAM COSTS
September 30, 2016**

PHASE NV39P018501-11

1 The Actual Capital Fund Program Costs of NV39P018501-11 are as follows:

Funds Approved	\$ 4,243,634
Funds Expended	<u>4,243,634</u>
Excess of Funds Approved	<u>\$ -</u>
Funds Advanced	\$ 4,243,634
Funds Expended	<u>4,243,634</u>
Excess of Funds Advanced	<u>\$ -</u>

- 2 All Costs were incurred in the prior audit period and accordingly were not reaudited by Rector, Reeder & Lofton, P.C.
- 3 The distribution of costs by major cost accounts as shown on the Final Statement of Modernization Cost dated March 2, 2015, accompanying the Actual Modernization Cost Certificate submitted to HUD for approval is in agreement with the PHA's records.
- 4 All Capital Fund Program costs have been paid and all related liabilities have been discharged through payment.

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND PROGRAM COSTS
September 30, 2016**

PHASE NV39R018502-14

1 The Actual Capital Fund Program Costs of NV39R018502-14 are as follows:

Funds Approved	\$ 170,192
Funds Expended	<u>170,192</u>
Excess of Funds Approved	<u>\$ -</u>
Funds Advanced	\$ 170,192
Funds Expended	<u>170,192</u>
Excess of Funds Advanced	<u>\$ -</u>

- 2 Audit period additions were \$170,192.00 and accordingly were audited by Rector, Reeder & Lofton, P.C.
- 3 The distribution of costs by major cost accounts as shown on the Final Statement of Modernization Cost dated August 22, 2016, accompanying the Actual Modernization Cost Certificate submitted to HUD for approval is in agreement with the PHA's records.
- 4 All Capital Fund Program costs have been paid and all related liabilities have been discharged through payment.

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND PROGRAM COSTS
September 30, 2016**

PHASE NV39P018501-13

- 1 The Actual Capital Fund Program Costs of NV39P018501-13 are as follows:

Funds Approved	\$ 3,666,347
Funds Expended	<u>3,666,347</u>
Excess of Funds Approved	<u>\$ -</u>
Funds Advanced	\$ 3,666,347
Funds Expended	<u>3,666,347</u>
Excess of Funds Advanced	<u>\$ -</u>

- 2 Audit period additions were \$246,838.59 and accordingly were audited by Rector, Reeder & Lofton, P.C.
- 3 The distribution of costs by major cost accounts as shown on the Final Statement of Modernization Cost dated September 28, 2016, accompanying the Actual Modernization Cost Certificate submitted to HUD for approval is in agreement with the PHA's records.
- 4 All Capital Fund Program costs have been paid and all related liabilities have been discharged through payment.

Attachment B5

Progress Report.

Five-Year Goal: Expand the supply of Low Income and Affordable housing.

SNRHA will continue to explore and implement various models of mixed-financing with innovative partnerships to assist with the re-development and/or modernization of public housing developments. Options will include but not be limited to HOPE VI, Choice Neighborhood Initiatives (CNI), Rental Assistance Demonstration (RAD) Program, Capital Fund Financing (CFFP), Low Income Housing Tax Credits (LIHTC), various bonds types and other leveraging options as identifies in HUD's Transforming Public Housing plan.

SNRHA will continue to explore opportunities of various types of bond issuance.

In 2014 the City of North Las Vegas as the Lead applicant and the SNRHA as the co-lead applicant submitted a Choice Neighborhood Initiative (CNI) Panning Grant. The CNI award letter was received January 2015 through the Department of Housing and Urban Development in the amount of \$485,000. The money was used to prepare a Transformation Plan to revitalize North Las Vegas Urban Core Neighborhood, which includes the Rose Gardens Senior Public Housing and Buena Vista Springs communities. CNI Transformation Plan was submitted February 2017 and is currently under review by HUD.

The SNRHA, in partnership with City of North Las Vegas, is planning to submit in upcoming years a CNI Implementation grant application to revitalize and address the redevelopment needs of the North Las Vegas Urban Core Neighborhood, which includes the Rose Gardens Senior Public Housing and Buena Vista Springs communities.

The SNRHA will continue to explore CNI planning as well as, implementation grant to address some of the redevelopment needs of the neighborhood of Sherman Gardens, Sherman Gardens Annex and Villa Capri sites.

The SNRHA is planning to submit in upcoming years a tax credit application to develop Phase II of Bennett Plaza and may utilize Replacement Housing Factor (RHF) Funds, adding 35 additional public housing units. The SNRHA may self-develop or partner with a developer for this project.

Under the Rental Assistance Demonstration the SNRHA converted the following properties;

2014: Landsman Gardens a 100-unit family public housing development in the Valley View neighborhood of Henderson, Nevada converted to Project Based Section 8. Landsman Gardens is the first FHA-financed project in the nation to close under the Rental Assistance Demonstration (RAD) program. Construction was completed December 2014 and 100% units lease-up as of March 2015.

2016: Vera Johnson Manor B ("Vera B") a 112-unit family public housing development located in City of Las Vegas, Nevada converted to Project Based Section 8. Vera B initially closed in 2015 as a Mixed Finance Transaction. The construction was completed May 2016 and 100% units lease-up as of June 2016. Vera B converted after construction completion to RAD 104 public housing units in November 2016. The SNRHA partnered with Nevada HAND for this project.

The SNRHA in March 2015 submitted a RAD application for Biegger Estates (AMP 406)–and received a Conditional Housing Assistance Payment (CHAP) agreement in July 2015. The SNRHA submitted in May 2015 a 9% Tax Credit Application for the Rehabilitation of all 119 units at this site and received an allocation in July 2015. Financing closed May 2016. Construction is scheduled in phases with an estimated completion within 13 months from the notice to proceed date or June 2017. Project is under construction and on tract for construction completion July 2017. SNRHA self-developed this project.

Additionally, in March 2015 the SNRHA submitted a RAD application for Rose Gardens and received a Conditional Housing Assistance Payment (CHAP) agreement in July 2015. SNRHA also submitted in FY 2016 a Bond/4% Tax Credit Application for the Re-development of all 120 units (on-site or off-site). The project has received HOME Funds allocation in the amount of \$1MIL from Clark County and \$500K from City of North Las Vegas. Financing closing is anticipated for May 2017 with a construction completion of July 2018. SNRHA partnered with Nevada HAND for this project.

In 2015 SNRHA also submitted a RAD portfolio application for several of their public housing inventory.

- First Group includes: 1) Otto Merida (AMP405), 2) Lubertha Johnson (AMP401), 3) Bennett Plaza (AMP401), 4) Espinoza Terrace (404), 5) Hullum Homes (AMP407), 6) Jones Gardens (AMP407), 7) Sartini Plaza (AMP402) & 8) Sartini Annex (AMP402), 9) Archie Grant (South Parcel) (AMP401) and 10) Ernie Cragin Terrace (AMP406) totaling 844 public housing units.
- Second Group includes: 1) Schaffer Heights (AMP404), 2) Aida Brents (AMP403), 3) Levy Gardens (403), 4) James Down Towers (AMP402), 5) Hampton Court (AMP404), 6) Simmons (AMP406) and 7) Sherman Gardens Annex (AMP408) totaling 564 public housing units.
- The RAD portfolio is pending HUD review and issuance of Commitment to enter into a Housing Assistance Payment contract (CHAP) for the First Group 1.

In 2015 SNRHA submitted Espinoza Terrace (AMP 404) as part of the First Group of its RAD portfolio application. The CHAP was received March 2017. The SNRHA is planning to submit in FY 2017 a 9% Tax Credit Application for the Re-development of all 100 senior units. The project has received HOME Funds allocation in the amount of \$1MIL from Clark County and \$750K from City of Henderson. Financing closing is anticipated March 2018 with a construction completion of April 2019. The SNRHA will self-develop this project.

Additionally, in 2016 SNRHA submitted a Mixed Finance application for Vera Johnson Manor A (AMP 406). SNRHA also submitted in FY 2016 a 9% Tax Credit Application and received the allocation for the Re-development of all 76 units. Financing closed March 27, 2017 with a construction completion of April 2018. SNRHA will self-develop this project.

Enhance SNRHA's Scattered Site Homeownership Program as lender options are available.

SNRHA jointly with the City of Las Vegas will continue evaluating the future of the three vacant lots located in the general area of Bonanza and 28th Street [former public housing Ernie Cragin Terrace (ECT) Sites NV209, NV210 & NV213] and the proposed use to improve marketability of future housing in this area of the City.

In 2010, SNRHA contracted with The Calida Group, Lucchesi Galati Architecture and ESG Construction to prepare a master plan for the redevelopment of the Ernie Cragin Terrace (ECT) sites. The Plan included between 325 and 390 units of housing, primarily rental, in a variety of configurations (detached, semi-detached, row-house and low-rise elevator). The Plan also included between 20,000 and 25,000 square feet of commercial development along Bonanza Road and 45,000 square feet of public facilities along the northern and southern boundaries of the plan area.

While the real estate market in 2010 was not strong enough to support this vision for a mixed-use, mixed-income development project, the physical plan sections of the ECT Master Plan provide a good roadmap for a comprehensive revitalization of this neighborhood including areas of mixed-use, a variety of housing/building types, energy efficiency, green building, New Urbanism and live/work communities and improvements to educational and public facilities.

For the past years the City of Las Vegas has been looking at the viability of building the public facilities as proposed in the master plan. Currently the city is exploring the possibility of building the park with soccer fields as proposed for Parcel 3 [28th Street & Cedar]. The Library District in partnership with the city completed a land swap with the SNRHA vacant parcel located at 28th Street & Bonanza (Parcel 2) and Library District vacant parcel located at 28th and Sunrise in July 2016.

SNRHA also owns several other acres of vacant land across the Las Vegas Valley; some are good candidates for new mixed-income and replacement housing. A number of parcels are also the sites of former public housing that has been demolished. SNRHA continues to evaluate best and final use for these assets including redevelopment and/or sale and/or lease of some of these vacant properties in order to bolster finances of the agency. SNRHA is also considering the sale or lease of approximately 1 acre of vacant land at the corner of Bonanza and Honolulu Street for future commercial use.

Five-Year Goal: Improve the quality of assisted housing.

The Authority's other modernization activities are addressing necessary work items in order of priority as established in the Capital Plan.

SNRHA will develop customer service surveys and analyze them to develop proactive measures.

SNRHA continues implementing the approved 5-Year Strategic plan.

SNRHA has introduced a training model to all agency staff designed to improve customer satisfaction.

Five-Year Goal: Increase assisted housing choices.

The Authority sold Fifty seven (57) public housing scattered site units under its Public Housing Homeownership Program in FY03, FY04, FY05, FY06, FY07, FY08, and FY2012. Additionally, forty-six (46) Section 8 Housing Choice Voucher Homeowners are under contract.

Five-Year Goal: Improve marketability of SNRHA owned units.

The Capital Fund Program continues to include other provisions that are aimed to increase the marketability of Authority-owned units. Non-viable units and developments are identified and continue to be revitalized through various approaches.

Where marketability cannot be achieved; the Authority is requesting approval for the demolition of units and/or identifying other sources of funding to accommodate the capital needs.

Updated Physical Needs and Portfolio Assessment to identify current capital improvement needs.

SNRHA will seek HUD approval to implement a Force Account to perform vacancy reduction duties as well as select other capital improvement duties. The initiative will reduce the need for contractors; create new jobs of which one or more qualified residents may be hired to promote economic self-sufficiency.

The SNRHA may outsource certain programs elements for agency sustainability including but not limited to:

- HQS Inspections
- Selected Public Housing Property Management.

The SNRHA will ensure that Executive Order 13495, "No displacement of Qualified Workers Under Service Contracts" signed by President Obama on January 2009, will be followed if any programs are outsource requiring that qualified workers on a Federal service contract who would otherwise lose their job as a result of the completion or expiration of a contract be given the right of first refusal for employment with the successor contractor. Generally, the successor contractor may not hire any new employees under the contract until this right of first refusal has been provided. The equal opportunity applies to a successor contract for the performance of the same or similar services at the same location.

Five-Year Goal: Promote self-sufficiency and economic independence of assisted households.

As of February 28, 2017, the FSS program had 91 mandatory slots. All other slots are voluntary.

The Authority continues to develop partnerships with local service providers, training resources and educational institutions with the goal of making self-sufficiency available to all residents and participants. Year to date, we have established partnerships with a total of 135 community service providers. Commitments with these organizations are established either verbally or through MOU's.

The Authority has two homeownership programs under the Housing Choice Voucher and Public Housing Programs; each program continues to assist low-income families reach the dream of owning a home of their own.

SNRHA expects to expand its Community Partners program with public, private, and faith-based agencies.

SNRHA entered into Memorandum of Understanding offering public housing units and/or turnover vouchers with recognized homeless shelter providers who provide supportive services for the homeless in efforts to eliminate homelessness in the Southern Nevada Region.

Five-Year Goal: Increase affordable housing resources.

SNRHA Continues to evaluate its portfolio for redevelopment opportunities.

SNRHA conducted a PNA and will develop a consolidated plan to identify sites for modernization, upgrades, and improvements.

SNRHA continues implementing the approved 5-Year Strategic Plan.

Continue updating the detailed plan for replacement Housing fund.

Identify method to leverage funding resources; including using up to the allowable 20% of HCV tenant based vouchers, for project based, starting in 2014 or as they become available. SNRHA may Project Base up to 20% of its Vouchers. The general locations for future projects will be outside of areas of high concentration of poverty and as defined in the applicable RFP. Future decisions will be in compliance with this. Project Basing will be consistent with the Agencies efforts and the community to increase affordable housing resources.

SNRHA will identify certain public housing and affordable housing sites/units for project-based assistance.

Attachment B6

Public Comments Received: *Please note that all comments received have been incorporated into the changes made with the exception of those indicated by an asterisk (**) if any.*

FY 2018 and 5 year Plan 2018-2022

- 1 - From: Executive Staff
Date: 4/10/2017 9:30 a.m.
Subject: Annual Plan - Update to ACOP Chapter 8, page 4, section H, 2nd paragraph.
Remove: “~~*The SNRHA 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 55-61) will be selected for this type of unit.*~~”
The Consolidated Plan for the jurisdiction, recently published data indicating growth in the elderly population in the jurisdiction. It is anticipated that there will be sufficient elderly applicants on the Designated Elderly Waiting List to service the needs of SNRHA’s Designated Elderly Communities.

SNRHA Response: SNRHA will incorporate these changes.

- 2 - From: Executive Staff
Date: 4/10/17 10:30 a.m.
Subject: Annual Plan – Attachment B1e-vi – Maintenance Service Policy.
Correct Work Order phone number from ~~*(702) 922-1600*~~ to *(702) 477-3100* throughout the document.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 3 - From: Executive Staff
Date: 4/10/17 10:30 a.m.
Subject: Annual Plan – Attachment B1e-v – Maintenance Plan.
The entire document needs to be reviewed and revised to reflect accurate titles, chain of command, etc. (i.e.: Property Manager to Asset Manager, Resident Handbook, Maintenance Control, Property Listing, Organizational Chart, etc.).

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 4- From: Executive Staff
Date: 4/11/17 8:30 a.m.
Subject: Annual Plan – Tab 9-K – Resident Advisory Board and Resident Council Members.
Remove the email address from the RAB Board contact information. This email was not in service when tested.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 5- From: Supportive Services
Date: 4/21/17 12:38 pm
Subject: Annual Plan – Tab 9-K – Resident Advisory Board and Resident Council Members.
Updated Council/RAB listing provided.

SNRHA Response: SNRHA will incorporate these changes.

- 6 - From: Anonymous**
Date: 4/27/17 (time unknown)
Subject: Proposed Section 8 Rule Changes:
1 – All adults present for any inspection must present copy of Driver’s License and/or Identification Card and Inspector must take a picture of it and place it in the inspection booklet. This would help detect unauthorized people in the unit.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
2 – All port in families must produce a valid NV Driver’s License and/or Identification Card for all adult household members, at the first annual recertification appointment following the initial port in, that reflects the assisted address.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
3 – Each year at the annual recertification appointment, enrollment verification for minors must be sent to Clark County School District to verify current record of address to ensure minors are attending school in our jurisdiction.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
4 – Participants and all adult household members that report zero income and non-wage income should be required to provide copies of a tax transcript each year at their annual recertification appointment.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take under consideration.
5 – Participants that report they are no longer married/separated and/or divorced must provide verifiable proof such as a lease that they are no longer residing in the assisted unit. This includes also any other adult members.
SNRHA Response: SNRHA already requests proof of new residency.
- 7 - From: Tracey Torrence, Director of Supportive Services
Date: 5/3/17 9:13am
Subject: Annual Plan, Tab 11, attachment B1hi, page 2.
Correct the reporting year for the “Actual Number of Participants As Of” from 2016 to 2017.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.
- 8 - From: Tracey Torrence, Director of Supportive Services and Brenda Fonseca Acting Director of Housing Programs.
Date: 5/3/17 9:31 am
Subject: Annual Plan Tab 11A, attachment B1hiii, FSS Action Plan, page 3.
In the section “ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES” Make the following corrections: The Housing Authority owns 2651 Public Housing units, has 323 Rental Assistance Demonstration (RAD~~0~~) units and administers ~~11,775~~ **11,284** Housing choice Vouchers...

SNRHA Response: SNRHA will review the document and make the appropriate corrections.
- 9 - From: Tracey Torrence, Director of Supportive Services
Date: 5/3/17 10:08 am
Subject: Annual Plan, Tab 11B, Section 3 Policy, page 4, line 3.
Grammatical correction...the policy of ~~the~~ SNRHA of Las Vegas, Nevada...

SNRHA Response: SNRHA will review the document and make the appropriate corrections.

- 10 - From: Commissioner Theresa Davis, RAB Chairman **
Date: 5/9/17 2:18 pm
Subject: Annual Plan, Tab 9B, page 5, section 7.
People on the waitlist should have 2 refusals, after the second refusal they should not be taken off of the waitlist but, are moved to the bottom of the waitlist.
SNRHA Response: Due to the limited pool of available units in the public housing program, it is not practical to make more than one offer to an eligible client. SNRHA does make exceptions to the number of unit offers for Reasonable Accommodation and other Good Cause as explained in the ACOP. SNRHA Policies make it impossible to place someone at “the bottom” of a waiting list in this situation. The applicant would be returned to their proper place on the waiting list in accordance with their original date and time of application and applicable waitlist preferences, which would result in them being at or near the top of the list. These applicants would be selected and processed over and over until they accepted a unit, causing other families on the list to remain without an offer for longer periods of time.
- 11 - From: Theresa Lewis, RAB Secretary **
Date: 5/9/17 2:18 pm
Subject: Annual Plan, Tab 12, Attachment b1i, Page 1.
All SNVRHA properties should have video camera surveillance installed, and in working order. Especially, needed are cameras in the high crime areas. This might help lower crime and help catch those still committing crimes.
SNRHA Response: SNRHA will keep this suggestion in mind when planning the next fiscal year’s budget.
- 12 - From: Resident Advisory Board
Date: 5/9/17 2:18 pm
Subject: Annual Plan, Tab 9K, Resident Council and RAB Roster.
The board as a whole agreed that only the Chairperson Theresa Davis, and Secretary Theresa Lewis personal information be released to the public, (email and phone numbers only).
SNRHA Response: All personal information will be eliminated from the Resident Council/RAB Roster with the exception of the email and phone numbers, as indicated in this RAB comment, prior to publication of the Final Plan to the website and prior to forwarding to HUD.
- 13 - From: Tracey Torrence, Director of Supportive Services
Date: 5/16/17 11:57 am
Subject: Annual Plan, Tab 9L, Fixed Asset Disposal Policy.
Consider keeping the sealed bid process in the policy as was before, so that residents and employees will have the first opportunity at purchases prior to items going to auction.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time.
- 14 - From: Tracey Torrence, Director of Supportive Services on behalf of
SNRHA Board of Commissioners, Operations Committee
Date: 5/16/17 3:37 pm
Subject: SNRHA Resident Commissioner Selection Policy Draft Update 2017.
Include in Annual Plan for Board Approval. (See document attached)
SNRHA Response: SNRHA will include this policy in the Agency Plan.

15 - From: Executive Staff
Date: 5/18/17 11:40 am
Subject: Annual Plan, Tab 9B, Attachment B1e (iii), ACOP Chapter 5, Pages 5-1 and 5-2.
Move Occupancy Chart from top of page 5-2 to page 5-1 under “All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned using the following guidelines”.

SNRHA Response: SNRHA will incorporate these changes.

16 - From: Brenda Fonseca, Acting Director of Housing Programs
Date: 5/22/17 1:42 pm
Subject: Annual Plan, Tab 9A, Attachment B1e (ii), Administrative Plan, Chapter 4, Section 4.111 D. LOCAL PREFERENCES [24 CFR983.207]
Change the amount of preference point system for the following:
Veteran preference for veteran as defined by State. **6 35 points**
Family of (defined as spouse) a **deceased veteran** with a service-connected death...**4 33 points**

SNRHA Response: SNRHA will incorporate these changes.

17 - From: Marcy Davis, Acting Director of Operations
Date: 5/22/17 3:02 pm
Subject: Annual Plan, Tab 9B, Attachment B1e (iii), ACOP Chapter 4, Section C, Local Preferences.
Change the amount of preference point system for the following:
Veteran preference for veteran as defined by the State. **6 35 points**
Family of (defined as spouse) a **deceased veteran** with a service-connected death...**4 33 points**

SNRHA Response: SNRHA will incorporate these changes.

18 - From: Dora LaGrande, Chairwoman SNRHA Board of Commissioners
Date: 5/23/17 1:15 pm
Subject: FY 2018 Annual Plan and 2018-2022 Five Year Plan.
The entire document needs to be reviewed for spelling and grammatical correction.

SNRHA Response: Most of the language in the plan was carried over from the prior HUD template. However, SNRHA will review the Plan and make the appropriate corrections.

19 - From: Brenda Fonseca, Acting director of Housing Programs
Date: 5/24/17 10:09 am
Subject: Administrative Plan, Chapter 7-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]; Change as follows:
- SNRHA **will not shall** issue a larger voucher **size** due to additions of minors to the household of family members **other than** by birth, adoption, marriage, court-awarded custody, court awarded guardianship, or an assignment with verification from a social service agency. A social service agency is defined as a Department of Family Services. SNRHA will not increase the bedroom size for a participant when an adult (18 years old and older) is being added to the household, including if the adult to be added is a child of the head of household or co-head.

SNRHA Response: SNRHA will incorporate these changes.

- 20 - From: Kris Bergstrom, Esq., Directing Attorney Nevada Legal Services **
Date: 5/24/17 10:45 am (See attached letter dated 5/7/17, emailed to SNRHA on 5/24/17.)
Subject: B, 1. Security Deposit and Moving Costs;
SNRHA Response: SNRHA does not have a funding source to implement an In-House Security Deposit bank, nor do we have the ability to collect monies if not paid. SNRHA provides information regarding possible assistance through other agencies.
2. Debts from other PHAs;
SNRHA Response: HUD regulations state that assistance cannot be provided to an applicant that has left owing any other PHA monies. SNRHA Administrative Plan and ACOP allow the client 14 days and an extension of 7 days to rectify debts owed to their prior PHA.
3. Crime;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take into consideration.
- C, 1. Public Housing Visitors;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time. SNRHA has Specific language in the ACOP and Administrative Plan that addresses VAWA and the exceptions associated with such victims.
2. Porting;
SNRHA Response: SNRHA will follow HUD's required guidelines regarding Portability.
3. Online Portal for Section 8 Housing Choice Voucher Tenants;
SNRHA Response: Automation will be considered when the budget allows.
4. Issuing Moving Packets and Eviction Notices;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take into consideration.
5. Voucher Extensions and Reasonable Accommodations;
SNRHA Response: SNRHA will not incorporate the suggested comment at this time, but will take into consideration.
6. Nevada Legal Services' Criminal Record Sealing Program.
SNRHA Response: SNRHA will not incorporate the suggested comment at this time. However, all Public Housing residents were notified of this program in September of 2016. SNRHA is willing to make flyers provided by NV Legal Services available to all visitors at the Admissions department.
- 21 - From: Fr. Dave Casaleggio, SNRHA Commissioner
Date: 5/24/17 12:04 pm
Subject: Annual Plan Document uses the term "jail" which is only for those individuals not yet convicted of a felony or those serving time for conviction of a misdemeanor or gross misdemeanor. Once convicted of a felony, time would be served in "prison". The document should be reviewed for correct terminology.

SNRHA Response: SNRHA will review the document and make the appropriate corrections.
- 22 - From: Ron Sung, Nevada Legal Services
Date: 5/24/17 5:30 pm
Subject: Public Comment submitted by Nevada Legal Services on 5/24/17 at 10:45 am, which is dated May 7, 2017; should have been dated May 24, 2017.

SNRHA Response: SNRHA has noted this for the record.



STATEMENT OF POLICY – RESIDENT COMMISSIONER SELECTION

A. PURPOSE

This document contains the Southern Nevada Regional Housing Authority's (SNRHA) Resident Commissioner Selection policies and the supporting procedures. The purpose of the policies is to:

- Ensure Resident Commissioner selection process is fair and unbiased;
- Promote resident participation in the selection of a Resident Commissioner;
- Fulfill the requirements of the HUD regulations found in 24 CFR 964.415, and;
- Fulfill the requirements of the State of Nevada statute found in NRS 315.7809

B. RESPONSIBILITY AND AUTHORITY

1) The appointment of the Board of Commissioners Resident member is mandated by 24 CFR 964.415 and is confirmed by the SNRHA Board of Commissioners. Per NRS 315.7809, the Board shall consist of four (4) Resident Commissioners to serve on behalf of tenants and must be selected as follows:

- One commissioner who serves on behalf of tenants of the county that participates in the regional authority, appointed by the governing body of the county;
- One commissioner who serves on behalf of tenants of the largest city in the county that participates in the regional authority, appointed by the governing body of that city;
- One commissioner who serves on behalf of tenants of the second largest city in the county that participates in the regional authority, appointed by the governing body of that city;
- One commissioner who serves on behalf of tenants of the third largest city in the county that participates in the regional authority, appointed by the governing body of that city

2) Established for SNRHA by the Board of Commissioners' action, and periodically amended, the Resident Commissioner Selection policies comply in all respects with state and federal law and regulations. SNRHA's Board of Commissioners must review and approve subsequent changes and amendments to these policies.

C. ELIGIBILITY

1) None of the persons appointed to serve as Commissioners of the Authority may be elected officials of any governmental entity. A person eligible to serve as a Resident Board Member is one who:



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
BOARD OF COMMISSIONERS, 340 N. 11TH ST., LAS VEGAS, NV 89101



- Is directly assisted by SNRHA as a Public Housing or Housing Choice Voucher Resident and who resides in the county or city from which he or she is appointed;
 - Whose name appears on the lease;
 - Who is eighteen years of age or older;
 - Who has not received formal notice that eviction proceedings have commenced and are pending
- 2) A Resident Commissioner Member who is no longer directly assisted by Southern Nevada Regional Housing Authority is no longer an “eligible resident.” If a Resident Board Member ceases to be directly assisted by Southern Nevada Regional Housing Authority, he or she must be replaced;
- 3) Resident Board Member’s term of office shall be four (4) years per NRS 315.7809.

D. NOMINATION AND APPOINTMENT PROCESS

When a Resident Board Member vacancy occurs, the Supportive Services Department conducts a nomination and appointment process for the filling of the vacancy as follows:

- The SNRHA Board Commissioner Chairperson will notify the Executive Director or Deputy Executive Director of the vacancy, who in turn will notify the Department Director;
- Housing Choice Voucher Programs (HCVP) and Public Housing (PH) Directors will be notified that the application process is beginning and will request names of verifiers of resident applications within their departments. Verifiers determine if the applicant pool is lease compliant;
- An IT work order request will be submitted to obtain a distribution list of all resident names and addresses within the vacated jurisdiction;
- Resident Advisory Board (RAB) members will be notified of the need to conduct interviews and are required to attend a mandatory training orientation to ensure knowledge of candidate requirements and related statutes;
- Notices and applications, in English and Spanish, will go out to all tenants within the vacated jurisdiction with a deadline for submission;
- Department staff will process applications and submit to HCVP and PH staff for verification of lease compliance;
- Once verified, eligible applicants will receive notice of mandatory orientation to ensure knowledge of duties, expectations and commitment of appointment. Upon completion, they will receive an interview date and time;
- RAB members will conduct interviews of all eligible candidates using a scoring tool;
- Once interviews are completed, a certified selection list and backup documentation of candidates will be forwarded to the Board Commissioner Chair for review;
- The Board Chair will then establish an Ad Hoc Committee to determine the selected candidate;



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
BOARD OF COMMISSIONERS, 340 N. 11TH ST., LAS VEGAS, NV 89101



- Once the candidate is selected, the Board Chair will forward the recommended Resident Commissioner to the appropriate jurisdiction;
- **In the event that a jurisdiction wishes to interview the top candidates themselves, the Board Chair will forward their recommendation along with the**
- Upon notification from the jurisdiction, the Board of Commissioners will orientate and seat the selected Resident Commissioner



Las Vegas Office
530 South 6th Street
Las Vegas, NV 89101
Phone: (702) 386-0404
Fax (702) 388-1641

Bridger Office
701 E. Bridger Avenue,
Ste. 700
Las Vegas NV 89101
Phone: (702) 386-0404

204 Marsh Ave., Ste.
101
Reno, NV 89509
Phone (775) 284-3491
Toll Free (800) 323-
8666
Fax (775) 284-3497

Senior Law Project
1155 E. 9th St. Ste. 25
Reno, NV 89512
Phone (775) 334-3050
Fax (775) 334-3056

Carson City Office
209 North Pratt Ave.
Carson City, NV 89701
Phone (775) 303-7720

Elko Office
285 10th St.
Elko, NV 89801
Phone (775) 753-5880
Fax (775) 753-5890

Yerington Office
Monday – Wednesday
720 Main St., Unit A
Phone (775) 463-1222
Fax (775) 463-1212

May 7, 2017

Amparo Gamazo, Executive Director
Board of Commissioners
Southern Nevada Regional Housing Authority
340 N. 11th Street
Las Vegas, NV 89101

Re: Comments on SNRHA's FY 2018 and 5 year Plan 2018-2022

Dear Director Gamazo and Commissioners,

A. Introduction

Nevada Legal Services, Inc. (NLS) is the federally funded legal services provider for the State of Nevada. As such, we work directly with the applicants to and program participants of the Southern Nevada Regional Housing Authority (SNRHA). We have worked with SNRHA over the years and will continue to be a community partner to serve low income individuals in need. We would like to address areas of concern in the proposed PHA 5-Year plan to insure residents' rights are reflected and enable more efficient operation between residents and the Housing Authority. We respectfully submit the following comments to the 5-year Plan from our unique perspective as the attorneys who often represent your clients in their housing-related legal matters.

B. New Issues

1. Security Deposits and Moving Costs

NLS welcomes the proposed rule changes for abatements outlined in pages 106-08 because it allows Tenants at least a full time month to find a new unit.

We are glad to see the new requirement that tenants must be issued a new voucher within five calendar days of the abatement notice. We think it is imperative that this requirement be implemented and followed in order to protect voucher holders victimized by landlords who fail to make repairs. NLS sees a number of cases where tenants in abated units are not notified of the abatement until halfway into the 30 day abatement period. Even when tenants are notified promptly of the abatement, they may have to wait weeks for an appointment with a caseworker. This leaves tenants with only a short time in which to find a new rental, submit their paperwork to SNHRA, and have the unit inspected. The landlord may also serve the tenant a non-payment of rent notice because SNRHA's portion of the rent has not been paid, which further complicates the tenant's ability to move because prospective landlords do not want to rent to a tenant with a pending eviction. If SNHRA had a process to immediately notify and sent up appointments for tenants in abated units to receive a moving packet, it would greatly facility the ability of tenants to move from abated units.

The underlying problem of security deposits and moving costs also remains unresolved. Tenants forced to find new housing due to HQS violations often lack the financial means to pay for the security deposit of the new unit. Many landlords allow Tenants to pay security deposits through a repayment plan, but our office has seen too many of the landlords charge late fees against Tenants based on these security deposits. Worse, landlords hold these security deposit debts over Tenants by threatening eviction when Tenants miss a payment.

We are aware that SNRHA currently has an ongoing security deposit lending program; Tenants and many case workers are not aware. We recommend SNRHA expand this security deposit lending program to all Tenants in need, especially for abatements caused by Landlords. Tenants should be allowed to enter security deposit repayment plans with SNRHA to repay the debt at a rate where their rent plus security deposit monthly payment does not exceed 40% of their income.

SNRHA should also better enforce its current rule that landlords can only charge security deposit worth up to one-month rent. Landlords currently charge all sorts of fees upon leasing the unit in addition to security deposit, such as key deposit, cleaning deposits, holding deposits, and other administrative fees. Most of these costs are nothing more than side payments for security deposits. Worse, unlike security deposits, Tenants cannot demand the refund of these deposits upon vacating the unit. SNRHA case workers should prohibit landlords from charging these deposits, or at least cap these side deposits at 10% of rent.

2. Debts from Other PHAs

On page 144, SNRHA demands participants resolve their outstanding debts with other PHAs within 14 days. This arbitrary 14-day deadline lacks legal merit and violates the due process rights for participants to have an adequate opportunity to cure the problem. If the participant owes money to another PHA, that other PHA must provide due process to the participant to evaluate and contest the debt. Due process is absolutely required because a PHA debt allegation is much more serious than the run-of-the-mill debt collector. A run-of-the-mill debt collector can, at worst, garnish some monies from a debtor and hit a debtor's credit rating, but a PHA debt could result in homelessness. Moreover, 14 days is not enough time for the participant to resolve a cross-country dispute with a bureaucracy and enforce the participant's due process rights.

We recommend that in cases where another PHA alleges a debt, SNRHA should not be the long-arm debt collector, especially not one with the authority to deny public housing merely for monies owed. SNRHA should only use proof of a participant's debt with another PHA as a factor in determining eligibility in public housing. SNRHA cannot deny or terminate housing benefits until the participant has exhausted his or her due process rights to challenge the debt.

3. Crime

NLS appreciates the multiple instances where SNRHA removed language about arrests and outstanding warrants when determining the eligibility of individuals for housing programs. We also approve the removal of many of the specific crimes removed from lists barring individuals for different years.

We recommend SNRHA completely remove all its lists of crimes that bar individuals for different years; instead, SNRHA should consider crimes and criminals on an individual, case by case basis with a due process hearing. Obviously, some offenses and the years barred from participation are set by statute, but most of SNRHA's current lists are arbitrary because the severity of the offense lack meaningful connection to the length of time barred from participation due to the offense. The offenses listed should "threaten the health, safety, or right to peaceful enjoyment of the premises by other residents," but SNRHA's current list makes arbitrary determinations on what crimes are more serious than others. For example, a

DUI 3rd offense, which has little to do with a residency, is more serious than stalking or harassment. A case-by-case approach would better reflect whether a participant would threaten the health and safety of other residents.

Finally, SNRHA also has a blanket ban on admissions for people who are on probation or parole, without regard to the nature of the crime. Per the Office of General Counsel's letter, this policy may also violate the Fair Housing Act as it does not distinguish whether crime for which the applicant is on probation or parole is one that presents a demonstrable risk to resident safety or property. This portion of the admissions policy should be revised limiting the ban on admissions to cases where the underlying crime presents a safety hazard to the community. It is particularly urgent for the SNRHA to revise these policies as leaving the policies as they are may expose SNRHA to legal liability.

4. Overall

Overall, NLS applauds the changes in the 2018 Annual Plan as mostly beneficial to the low-income Nevadans whom we both serve. Specifically, we believe the Voucher period of 120 days for porting on page 112 will ease the pains of navigating the confusing porting process. In a similar vein, we approve SNRHA's reliance on third-part identification to determine disputed domestic violence cases rather than solely relying on court orders in the past. We also approve SNRHA's loosening requirement for estranged spouses to simply certify separation from their spouse, especially when Nevada's legal separation process is as difficult as its divorce process.

C. Unresolved Issues

1. Public Housing Visitors

Section 11 of SNRHA's Admission and Continued Occupancy Policy (ACOP) regarding public housing defines visitors and guests on page 11-13 of the ACOP. This section states that guests who "represent the unit address for receipt of benefits or other purposes" or use the "unit address as the visitor's current address for any purpose that is not explicitly temporary" will be considered unauthorized occupants. It also states that the absence of any other "address will be considered verification that the visitor is an unauthorized household member." Finally, the section concludes that "the burden of proof that the individual is a visitor rests on the family" and that in the absence of such proof SNHRA will terminate the family's tenancy.

NLS is concerned that the wording of this section is not compatible with 24 C.F. R. 966.56(f) which provides that at an informal hearing arising out of the grievance procedure a tenant complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. We believe that 24 C.F.R. 966.56 places the burden of persuasion in an informal hearing on SNHRA to show that a violation exists and that SNHRA cannot shift that burden onto a tenant. Recent case law at the federal appeals level has also held that the housing authority has the burden of persuasion where it seeks to terminate a tenant. (See *Basco v. Machin*, 514 F.3d 1177 (11th Cir. 2008)).

Additionally, NLS is concerned that the presumptions of unauthorized occupancy could jeopardize a family's tenancy based on the actions of a third party over which the tenant family has itself no control. The ACOP creates a presumption that a person who uses the

address of a public housing tenant is an unauthorized occupant. However, a third party could easily list the tenant's family's address as their own, without the permission or the knowledge of the tenant family. In such a case, the tenant family would then face eviction even though they did not know or allow the third party to use their address.

Moreover, by requiring that a tenant family provide documentation of the alleged occupant's actual address, SNHRA is creating a situation where families can only prove their innocence by providing information from a third party over whom the tenant family has no control. If the alleged unauthorized occupant refuses to cooperate with the tenant family in establishing their true address, the tenant family has no means to compel that third party to provide that information. Thus, the tenant family could be evicted for failing to provide evidence that they had no legal power to procure. For instance, if a third party used the family's address without the family's permission to collect welfare benefits to which they were not entitled, they may refuse to cooperate because they do not want to get in trouble with the local welfare office. In that case the tenant family, who had done nothing wrong, would be unable to prove that the third party was not living at their address.

This policy should also contain some sort of acknowledgment of VAWA exceptions. Meaning, that if a victim can submit a written statement of the domestic violence, dating violence, stalking or harassment, the family should not be terminated for the unauthorized occupancy, provided that the perpetrator of the violence is the same person designated as the unauthorized occupant.

Additionally, SNRHA may request that steps are taken to remove the perpetrator from the household.

Other suggestions for SNRHA policy change include:

- a) deleting "Mail sent to the assisted unit may be considered as unauthorized occupancy." Mail sent to the family's unit does not qualify as evidence that the family would use to demonstrate a lack of unauthorized occupancy.
- b) deleting "burden of proof that the individual is a visitor rests on the family." CFRs do not give any kind of power to shift the burden of proof in the realm of termination for unauthorized occupants.

We feel that both SNHRA and its tenant families would be better served by deleting the presumptions of occupancy and evaluating such cases on an individualized basis.

2. Porting

Participants who port from one PHA's jurisdiction to another's must navigate a confusing, unfair bureaucracy where PHAs blame each other and the participant may be left without a Voucher and without any recourse. We believe the revisions do not do enough to protect participants porting into and from SNRHA's jurisdictions.

In particular, SNRHA needs to promulgate rules to allow participants porting out of SNRHA to keep their Voucher if the receiving PHA fails to timely return the Voucher back to SNRHA. In particular, SNRHA should toll the days on a Voucher once the participant requests SNRHA to send the Voucher to a receiving PHA.

Moreover, the current rules offer no protection to participants if the receiving PHA denies or terminates the Voucher under the receiving PHA's screening process. SNRHA should allow participants to return to SNRHA's jurisdiction if the receiving PHA refuses or otherwise does not accept the participant.

Overall, SNRHA places too much bureaucratic burden on participants attempting to port out. Under the current system, the participant must figure out which PHA controls which jurisdiction and how to contact the receiving PHA. SNRHA should assist participants with finding and contacting the receiving PHA on behalf of the participant.

3. Online Portal for Section 8 Housing Choice Voucher Tenants

NLS is deeply concerned about the amount of time it takes for the Section 8 program to respond to and process requests from Section 8 recipients. Starting in the fall of 2015, NLS has had a steady stream of Section 8 recipients who are not notified of their portion amount until two months or more into their tenancy. This can cause a hardship for the tenants if they have not set aside enough money each month to match their eventual rent portion. Tenants are then faced with sudden demands from their landlord for hundreds of dollars of back rent, followed by eviction notices. While in theory, clients can ask their landlord what for the amount of their portion of the rent, this puts the tenants at the mercy of unscrupulous landlords who take advantage of the tenant's lack of information to overcharge the tenant. Tenants who are overcharged or overestimate the amount of their portion find it difficult, if not impossible, to recover those amounts without expensive and time-consuming litigation.

Additionally, NLS frequently sees Section 8 tenants who face eviction for non-payment of rent because of the amount of time it takes to process income changes. Some of these delays are because it is simply difficult for tenants who have suffered a loss of income and lack transportation to physically get to SNRHA to submit a change. Sometimes, it takes weeks before the tenant can obtain an appointment with her caseworker. Other times, there is a delay once the tenant has submitted the information to SNRHA. Regardless of the reason for the delay, the tenant ends up owing hundreds of dollars in rent that they can no longer afford to pay.

Both of these problems could be cured by having SNRHA create an online portal for Section 8 Housing Choice Voucher recipients as part of its Five Year Plan. Currently, SNRHA has an online portal for landlords in the Section 8 program. This online portal allows landlords to access their payment histories and otherwise view details about their rental units. There is no similar online portal for tenants.

Allowing Section 8 tenants to manage certain program requirements online rather than in person or by mail would decrease the amount of in person appointments between Section 8 participants and their caseworkers. This faster, easier process would greatly reduce the burden on the caseworkers in the Section 8 program by decreasing the number of meetings they must schedule. It would also minimize the burdens on tenants, some of whom must take several buses to reach the Section 8 office or take time off from work to come in during SNRHA's office hours. Moreover, online services would minimize the risk of important tenant documents being lost in the process, and would prevent disputes about whether SNRHA received a particular document from a tenant.

Even if SNRHA is not able to set up a complete online portal for tenants, SNRHA should consider whether there are alternatives. For instance, SNRHA could develop a phone app

that would let tenants report changes in household composition and income, as well as HQS violations that require an emergency inspection. Such an app could allow tenants to submit pictures of their new pay stubs or leaking faucet directly to SNRHA via the app.

Several tenants' rights organizations around the country have had success developing phone apps for tenants via "hackathons" where technology developers develop apps by donating their time pro bono. NLS would be more than happy to assist SNRHA with working to find appropriate pro bono tech partners.

4. Issuing Moving Packets and Eviction Notices

Page 7-9 of SNRHA's Housing Choice Administrative Plan provides that SNRHA will not issue a moving packet to a family where SNRHA has been served a written notice that a notice of non-payment or any form of an eviction notice "for cause" has been served. We believe that this section is problematic given that Nevada's summary eviction process is unlike traditional evictions and other lawsuits. Unlike other states, where a landlord must file a complaint with the court in order to initiate an eviction, a landlord can initiate an action by placing a notice of eviction on the tenant's door. The tenant must then file an affidavit in court in order to prevent the eviction and contest the case. If the tenant does not file, the landlord can obtain the eviction merely by filing a paper with the court claiming they have served the tenant with the eviction notice. If the tenant has filed their affidavit, no action will be taken on the eviction until the landlord pays to file an affidavit in support of the eviction with the court. At that point the court schedules an eviction hearing to determine the validity of the landlord's complaint.

One of the drawbacks of this system is that because there is practically no cost to the landlord to initiate the eviction, landlords may abuse the eviction notices. Landlords frequently post eviction notices merely to serve warnings to a tenant about a particular issue, even if the landlord has no intention of filing. However, the tenant is then forced to pay to file an affidavit contesting the notice in order to protect themselves because they have no way of knowing whether the landlord will go forward with the eviction or not.

We would suggest that SNHRA limit its practice of denying moving packets to cases where the landlord has actually filed a court pleading in support of an eviction. By limiting moving packet denials to cases where landlords have actually invested the time and money in filing an action with the court, SNRHA can prevent landlords from serving specious eviction notices on tenants in order to prevent them from moving. As it stands now, an unscrupulous landlord can game SNRHA's policy with little cost to themselves in order to extort money from their tenants. NLS has seen cases where a family serves the landlord with a 30 day notice that they will be moving at the end of their lease. In response, the landlord will serve the family with an eviction notice in an effort to get the family to agree to give up their deposit or pay for damages over and above the deposit without having a chance to contest those charges. In those cases, the family is stuck in a legal limbo. They cannot get a new unit approved by SNHRA because they have been served an eviction notice which the landlord has no intention of pursuing. However, because they have served the landlord with a thirty day notice, they have no legal right to stay in their old unit past those thirty days.

While we understand that the SNRHA may be concerned about tenants abusing the system by moving from units before they are evicted, because the summary eviction process in

Nevada proceeds so quickly, any meritorious eviction will almost certainly be resolved before the tenant could complete the approval process for their new unit.

5. Voucher Extensions and Reasonable Accommodations

Currently, SNRHA's policy on page 7-11 states:

SNRHA will only provide an additional extension of another 30 calendar days as a reasonable accommodation, if the disabled or elderly family requests a reasonable accommodation and it is approved prior to the voucher expiration date. No extensions shall be approved for more than 150 days.

Federal regulations at 24 C.F.R. §982.303 state that a voucher recipient with a disability must be given reasonable extensions to their voucher term if it necessary for the voucher recipient to obtain housing. The federal regulations do not include a specific term of days for the amount of time that a disabled tenant has to extend a voucher. Instead the length of the voucher term should be based on an individualized inquiry into the disabled tenant's limitations and needs. By arbitrarily capping the length of time a disabled individual has to find a voucher, SNRHA is violating the Fair Housing Act and 24 C.F.R. §982.303.

6. Nevada Legal Services' Criminal Record Sealing Program.

Nevada Legal Services provides free criminal record sealing for eligible clients. We think housing applicants on the Section 8 and Public Housing waitlists could greatly benefit from that service both for the purposes of procuring housing and employment. SNHRA should list the contact information for Nevada Legal Services along with a blurb about our criminal record sealing program when it sends correspondence to applicants on the waitlist.

D. Conclusion

We hope that you will be responsive to these areas of impending concern to the Nevada community that our respective organizations serve. NLS would be more than happy to discuss our suggestions with SNRHA or elaborate on our concerns.

Thank you for consideration.

Sincerely,

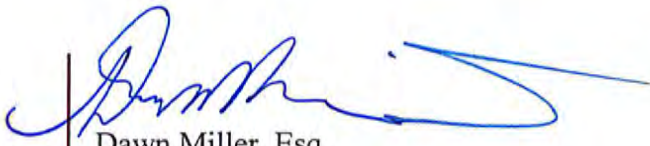


Kris Bergstrom, Esq.
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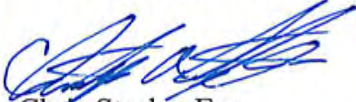
Crislove Igeleke, Esq.



Equal Access to Justice



Dawn Miller, Esq.



Chris Storke, Esq.



Ron Sung, Esq.



Tyler Winkler, Esq.

Attachment B7

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 2/29/2016

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

I, Kristin Cooper, the Manager, Community Resources Management
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the
Southern Nevada Regional Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
 Impediments (AI) to Fair Housing Choice of the
County of Clark Nevada
Local Jurisdiction Name
 pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The Southern Nevada Regional Housing Authority Plan is consistent with Clark County's Consolidated Plan and the AI in that it addresses the ongoing need for affordable, quality housing in Southern Nevada, as well as services to help residents move toward self-sufficiency. The PHA Plan includes specific projects that are a collaboration with Clark Co, as well as other projects that address housing needs for low-income and senior and other residents who are burdened by housing costs.

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
<i>Kristin R. Cooper</i>	<i>MGR, CRM</i>
Signature	Date
<i>[Handwritten Signature]</i>	<i>5/22/17</i>

**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, Stephen K. Harsin the Director of Community Services certify that the Five Year and Annual PHA Plan of the Southern Nevada Regional Housing Authority is consistent with the Consolidated Plan of City of Las Vegas prepared pursuant to 24 CFR Part 91.


Signed / Dated by Appropriate State or Local Official

**STEPHEN K. HARSIN, AICP, Director
Office of Community Services**

Attachment C



U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430
www.hud.gov
espanol.hud.gov

Mr. Dwayne Alexander
Executive Director
Southern Nevada Regional Housing Authority
P.O. Box 1897
Las Vegas, NV 89125

FEB 13 2017

Re: PHA Annual Plan Amendment Approval – Southern Nevada Regional Housing Authority FYB 2016

Dear Mr. Alexander:

This letter is to inform you that the Southern Nevada Regional Housing Authority's Amended Annual Plan (Plan) submission for the PHA Fiscal Year (FY) 2016 **beginning October 1, 2016**, is approved. The Plan approved is **version 1**, submitted via email to HUD on December 9, 2016. This approval of the Plan submission does not constitute an endorsement of the strategies and policies outlined in the Plan. In providing assistance to families under programs covered by this Plan, the Southern Nevada Regional Housing Authority will comply with the rules, standards, and policies established in its Plan, as provided in 24 CFR §903 and other applicable regulations.

Your approved Plan and all required attachments and documents must be made available for review and inspection at the principal office of the PHA during normal business hours. Once posted, your plan will remain on display until your next Plan (whether next year's plan or an intervening significant amendment or modification) is submitted and is approved by HUD.

Please note a housing authority has the option to schedule one public hearing to address several changes to its approved Plan. Changes that require public hearing include: PHA Plan Significant Amendments; changes due to Demolition/Disposition; Homeownership; use of Capital Funds; Capital Fund Financing; proposed New Development or Mixed Finance projects; implementation of Rental Assistance Demonstration (RAD) Program; Flat Rents policies.

In a separate correspondence you will be notified of the procedures necessary to finalize the fund obligation process for this fiscal year's Capital Fund Award(s). Until the obligation process for these funds is finalized, they will not be available for drawdown.

If you have any questions regarding your PHA Plan or the information in this letter, please contact Trevor Auser, Portfolio Management Specialist, at (415) 489-6453.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerard Windt".

Gerard Windt
Director
Office of Public Housing

Attachment C1

Statement of Capital Improvements

Even though the new Capital Fund Rule effective November 25, 2013 decouples de Capital Fund forms from the larger PHA Plan submission; the SNRHA will complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant as part of their Agency Plan Annual Plan process.

- The Capital Fund Program Annual Statement are provided as an attachment to the PHA Plan as follows:
 - CFP NV01P018501-17
 - CFP NV39R018502-17
- The Capital Fund Performance and Evaluation (P&E) Reports as of **03/31/17** are provided as attachments to the PHA Plan as follows:
 - CFP NV01P018501-16
 - CFP NV01R018502-16
 - CFP NV39P018501-15
 - CFP NV39R018501-15
 - CFP NV39R018502-15
 - CFP NV39P018501-14
 - CFP NV39R018501-14
 -
- Annual Statement Capital Fund Grant (Grant Number NV01P018501-17). Total estimated funds of \$3,861,882.00 The SNRHA will be utilizing portion of this Grant for the Espinoza RAD Conversion.
- Annual Statement Capital Fund Replacement Housing Factor (RHF) Grant - 2nd 5Yr Increment (Grant #NV39R018502-17) Total Funds of \$90,131.00. The SNRHA will be utilizing this RHF Grant for the Espinoza Terrace RAD Conversion.
- Performance and Evaluation Reports for open grants as of March 31, 2017. These include:
 - FFY 2016
 - CFP NV01P018501-16 – Total funds of \$3,861,882.00. SNRHA will be utilizing this Grant for the Vera Johnson “A” Mixed Finance conversion and for the Rose Gardens RAD Conversion and a portion for Biegger Estates for the RAD Conversion.
 - RHF 2nd 5YR Inc./CFP NV01R018502-16. Total funds of \$90,131.00. The SNRHA will be utilizing this RHF Grant for the Rose Gardens RAD Conversion.
 - FFY 2015
 - CFP NV39P018501-15 – Total funds of \$3,397,133. The SNRHA will be utilizing the funds already allocated for Vera Johnson A in this grant for the Mixed Finance Conversion.
 - RHF 1st 5YR Inc./CFP NV39R018501-15. Total funds of \$336,496. The SNRHA will be utilizing this RHF Grant for the Rose Gardens RAD Conversion.
 - RHF 2nd 5YR Inc./CFP NV39R018502-15. Total funds of \$173,119. The SNRHA will be utilizing this RHF Grant for the Biegger Estates RAD Conversion.
 - FFY 2014

Statement of Capital Improvements

- CFP NV39P018501-14 – Total funds of \$3,497,989. The SNRHA will be utilizing the funds already allocated for Vera Johnson B in this grant for the Mixed Finance Conversion.
- RHF 1st 5YR Inc./CFP NV39R018501-14. Total funds of \$410,238. The SNRHA will be utilizing this RHF Grant for the Biegger Estates and/or Rose Gardens RAD Conversion.

➤Capital Fund Grants closed between **March 2016** and **September 2016** are as follows:

- FFY 2013
 - CFP NV39P018501-13 – Total funds of \$3,666,347.
- FFY 2014
 - RHF 2nd 5YR Inc./CFP NV39R018502-14. Total funds of \$170,192.

C.1 Capital Improvements:

Capital Fund Financing Program (CFFP).

The SNRHA is considering to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements

The Five Year Plan of the Capital Fund Grant includes work items amounts based on funding allocation received February 2016 for FFY 2016 Capital Funds and Replacement Housing Factor (RHF) Funds.

The Five Year Action Plan has been updated to provide the estimated reduction of the CFP allocation FY2016-FY2019 2017 as the result of the proposed conversions under RAD.

See HUD Form- 50075.2 approved by HUD on **02/13/2017**.



Capital Fund Program (CFP)

Five-Year Action Plan

FY 2017 – FY 2021

Capital Fund Program Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 08/30/2011

Part I: Summary						
PHA Name: Southern Nevada Regional Housing Authority			Locality (City/County & State): Las Vegas/Clark/Nevada		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No.:	
A.	Development Number and Name	Work Statement for Year 1 FFY: 2017	Work Statement for Year 2 FFY: 2018	Work Statement for Year 3 FFY: 2019	Work Statement for Year 4 FFY: 2020	Work Statement for Year 5 FFY: 2021
B.	Physical Improvements Subtotal	Annual Statement	\$ 2,853,005	\$ 2,640,830	\$ 2,633,136	\$ 2,633,136
C.	Management Improvements		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
D.	PHA-Wide Non-Dwelling Structure and Equipment		\$ 50,000	\$ 145,000	\$ 45,000	\$ 45,000
E.	Administration		\$ 373,804	\$ 365,293	\$ 365,293	\$ 365,293
F.	Other: Fees & Cost		\$ 411,233	\$ 451,804	\$ 559,498	\$ 559,498
G.	Operations					
H.	Demolition					
I.	Replacement Reserve					
J.	Mod Used for Development					
K.	Total CFP Funds					
L.	Total Non-CFP funds					
M.	Grand Total		\$ 3,738,042	\$ 3,652,927	\$ 3,652,927	\$ 3,652,927

RAD Reduction *Rose Gardens* RAD Reduction-*Espinoza Terrace*

RHF 1st Inc.-Development	(included in CFP DDTF)	(included in CFP DDTF)	(included in CFP DDTF)	(included in CFP DDTF)	(included in CFP DDTF)
RHF 2nd Inc. Development- Est.	\$ 90,131	\$ 90,131	\$ 90,131	\$ 90,131	\$ 90,131

NOTES: Vera Johnson B RAD conversion reduction of \$11,893.00 for CFP 2016 allocation. Biegger Estates RAD conversion -reduction of \$91,842 for CFP 2016 allocation & Rose Gardens RAD conversion anticipates a reduction of \$123,840 for CFP 2018 allocation and Espinoza Terrace RAD conversion anticipates a reduction of \$85,115.21 for CFP2019 allocation

FINAL Original CFP Five-Year Action Plan 06/15/17

Capital Fund Program Five-Year Action Plan

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 08/30/2011

Part II: Supporting Pages - Physical Needs Work Statement (s)						
Work Statement for Year 1 FFY: 2017	Work Statement for Year 2 FFY: 2018			Work Statement for Year 3 FFY: 2019		
	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						
	RAD Portfolio Conversion - Group 1 (new item)		\$ 550,000	RAD Portfolio Conversion - Group 1 (new item)		\$ 250,000
Annual Statement	AMP 310/316-Scattered Sites			AMP 310/316-Scattered Sites		
	Energy Upgrades/Mod- Phase I-12 Units)		\$ 911,522	Energy Upgrades/Mod- Phase I-12Units)		\$ 920,435
	Relocation		\$ 27,480	Relocation		\$ 27,480
	Sub-Total		\$ 939,002	Sub-Total		\$ 947,915
	AMP 409-Scattered Sites			AMP 409-Scattered Sites		
	Energy Upgrades/Mod- Phase I-12 Units)		\$ 911,522	Energy Upgrades/Mod- Phase I-12Units)		\$ 920,435
	Relocation		\$ 27,480	Relocation		\$ 27,480
	Sub-Total		\$ 939,002	Sub-Total		\$ 947,915
	The following work is intended to be performed with Force Account & Section 3 Residents			The following work is intended to be performed with Force Account & Section 3 Residents		
	Playground Upgrades		\$ -	Playground Upgrades		\$ -
	Energy Star Appliances		\$ 25,000	Energy Star Appliances		\$ 25,000
	Door Upgrades i.e. mail slot upg, autocontrol install, screens doors install		\$ -	Misc. Site Work & Ext./Int. Units Upg.		\$ -
	Misc. Site Work & Ext./Int. Units Upg.		\$ -	autocontrol install, screens doors install		\$ 70,000
	Exterior Painting of Properties potion of (Jones)		\$ 100,000	Exterior Painting of Properties potion of (Jones)		\$ 50,000
	Parking Lots & Ext. Lighting Upgrades portion of (Jones/Hullum)		\$ 100,000	Parking Lots & Ext. Lighting Upgrades portion of (Jones/Hullum)		\$ 50,000
	Roofing Upgrades (Jones/Sherman Annex)		\$ 200,000	Windows Replacement		\$ -
	Sub-Total		\$ 425,000	Roofing Upgrades (Sherman Annex)		\$ 300,000
	PHA Wide			Sub-Total		\$ 495,000
	Non-Dwelling Units Upgrades (Hampton)			PHA Wide		
	Non-Dwelling Equipment		\$ 50,000	Non-Dwelling Units Upgrades (Hullum/Jones)		\$ 45,000
	Sub-Total		\$ 50,000	Non-Dwelling Equipment		\$ 100,000
	Subtotal of Estimated Costs		\$ 2,903,004.90	Sub-Total		\$ 145,000
				Subtotal of Estimated Costs		\$ 2,785,829.90

Capital Fund Program Five-Year Action Plan

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 08/30/2011

Part II: Supporting Pages - Physical Needs Work Statement (s)						
Work Statement for Year 1 FFY: 2017	Work Statement for Year 4 FFY: 2020			Work Statement for Year 5 FFY: 2021		
	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						
	RAD Portfolio Conversion - Group 1 (new item)		\$ 250,000	RAD Portfolio Conversion - Group 1		\$ 275,000
Annual Statement	AMP 310/316-Scattered Sites			AMP 310/316-Scattered Sites		
	Energy Upgrades/Mod- Phase I-12Units)		\$ 949,088	Energy Upgrades/Mod- Phase I-12Units)		\$ 949,088
	Relocation		\$ 27,480	Relocation		\$ 27,480
	Sub-Total		\$ 976,568	Sub-Total		\$ 976,568
	AMP 409-Scattered Sites			AMP 409-Scattered Sites		
	Energy Upgrades/Mod- Phase I-12Units)		\$ 949,088	Energy Upgrades/Mod- Phase I-12Units)		\$ 949,088
	Relocation		\$ 27,480	Relocation		\$ 27,480
	Sub-Total		\$ 976,568	Sub-Total		\$ 976,568
	PHA Wide - Remaining from FY2019			PHA Wide - Remaining from FY2019		
	The following work is intended to be performed with Force Account & Section 3 Residents			The following work is intended to be performed with Force Account & Section 3 Residents		
	Playground Upgrades		\$ -	Playground Upgrades		\$ -
	Energy Star Appliances		\$ 25,000	Energy Star Appliances		\$ 25,000
	Misc. Site Work & Ext./Int. Units Upg.		\$ 30,000	Misc. Site Work & Ext./Int. Units Upg.		\$ 30,000
	Door Upgrades i.e. mail slot upg, autocontrol install, screens doors install		\$ -	Door Upgrades i.e. mail slot upg, autocontrol install, screens doors install		\$ -
	Desert Landscaping -portion of (Hullum)		\$ 100,000	Desert Landscaping -portion of (Hullum)		\$ 200,000
	Parking Lots & Ext. Lighting Upgrades portion of (Hullum)		\$ 100,000	Parking Lots & Ext. Lighting Upgrades portion of (Hullum)		\$ 100,000
	Perimeter wall height increase (Hampton)		\$ 50,000	Perimeter wall height increase (Hampton)		\$ 50,000
	Roof Upgs (Sherman Annex)		\$ 100,000			
	Upg. Tricon/Access Control System (James Down)		\$ 25,000			
	Sub-Total		\$ 430,000	Sub-Total		\$ 405,000
	PHA Wide		\$ -	PHA Wide		\$ -
	Non-Dwelling Units Upgrades (Hullum/Jones)		\$ 45,000	Non-Dwelling Units Upgrades (Hullum/Jones)		\$ 45,000
	Non-Dwelling Equipment		\$ -	Non-Dwelling Equipment		\$ -
	Sub-Total		\$ 45,000	Sub-Total		\$ 45,000
	Subtotal of Estimated Costs		\$ 2,678,135.90	Subtotal of Estimated Costs		\$ 2,678,135.90

Capital Fund Program Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 08/30/2011

Part III: Supporting Pages - Management Needs Work Statement(s)				
Work Statement for Year 1 FFY: 2017	Work Statement for Year 2 FFY: 2018		Work Statement for Year 3 FFY: 2019	
	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	\$ -	Operations	\$ -
	Resident/Staff Training	\$ 25,000	Resident/Staff Training	\$ 25,000
	IT Infrastructure	\$ 25,000	IT Infrastructure	\$ 25,000
	Central Office Cost-10% max. [increased by \$17,461]	\$ 373,804	Central Office Cost-10% max. [increased by \$21,334]	\$ 365,293
	Const. Mgmt. Inspection Services [reduced by \$7,849]	\$ 190,687	Const. Mgmt. Inspection Services [reduced by \$7,997]	\$ 190,539
	A/E Design Services-Scattered Sites	\$ 100,000	A/E Design Services-Scattered Sites	\$ 100,000
	A/E Design Serv./Professional Fees & Cost- PHA Wide	\$ 95,546	A/E Design Serv./Professional Fees & Cost- PHA Wide	\$ 136,265
	Hazardous Materials Consultant	\$ 25,000	Hazardous Materials Consultant	\$ 25,000
	New Green PNA Audit Services	\$ 85,000		
	Subtotal of Estimated Cost	\$ 835,037	Subtotal of Estimated Cost	\$ 867,097

Work Statement for Year 1 FFY: 2017	Work Statement for Year 4 FFY: 2020		Work Statement for Year 5 FFY: 2021	
	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	\$ -	Operations	\$ -
	Resident/Staff Training	\$ 25,000	Resident/Staff Training	\$ 25,000
	IT Infrastructure	\$ 25,000	IT Infrastructure	\$ 25,000
	Central Office Cost-10% max. [increased by \$29,846]	\$ 365,293	Central Office Cost-10% max.	\$ 365,293
	Const. Mgmt. Inspection Services [reduced by \$6,393]	\$ 192,143	Construction Management Inspection Services	\$ 192,143
	A/E Design Services-Scattered Sites	\$ 100,000	A/E Design Services-Scattered Sites	\$ 100,000
	A/E Design Serv./Professional Fees & Cost- PHA Wide	\$ 172,355	A/E Design Serv./Professional Fees & Cost- PHA Wide	\$ 172,355
	Hazardous Materials Consultant	\$ 25,000	Hazardous Materials Consultant	\$ 25,000
	Green PNA Audit Services [new item]	\$ 70,000	Green PNA Audit Services	\$ 70,000
	Subtotal of Estimated Cost	\$ 974,791	Subtotal of Estimated Cost	\$ 974,791



Capital Fund Program (CFP)

and/or

Capital Fund Program Replacement Housing Factor Funds

(CFPRHF)

FY 2017

Draft

Part 1: Summary					
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV01P018501-17 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2017
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	\$60,000.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$386,188.00	\$0.00	\$0.00	\$0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$424,694.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	\$248,000.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$2,385,000.00	\$0.00	\$0.00	\$0.00
11	1465.1 Dwelling Equipment—Nonexpendable	\$44,000.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$50,000.00	\$0.00		
13	1475 Nondwelling Equipment	\$150,000.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	\$114,000.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities ⁴				

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

Draft

Part 1: Summary					
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV01P018501-17 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2017
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disaster/Emergency		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:				<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
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)				
19a	1503 - RAD Conversion	\$10,000.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2-19)	\$3,861,882.00	\$0.00	\$0.00	\$0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Cost				
24	Amount of line 20 Related to Security - Hard Cost				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director			Signature of Public Housing Director		Date
Date					

By: Amparo Gamazo, Agency Oversight Director

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

Draft

Part II: Supporting Pages								
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV01P018501-17 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2017		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	
PHA Wide	Management Improvement	1408						
	IT System Upg.			\$50,000.00	\$0.00	\$0.00	\$0.00	
	Resident/ Staff Training			\$10,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$60,000.00	\$0.00	\$0.00	\$0.00	
	Central Office Cost	1410		\$386,188.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$386,188.00	\$0.00	\$0.00	\$0.00	
PHA Wide	Construction Admin Services	1430		\$198,210.00	\$0.00	\$0.00	\$0.00	
	Roofing Consultant	1430		\$0.00	\$0.00	\$0.00	\$0.00	
	A/E Design Services	1430		\$141,484.00	\$0.00	\$0.00	\$0.00	
	Hazardous Materials Consultant	1430		\$25,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$364,694.00	\$0.00	\$0.00	\$0.00	
Work intended to be performed through Force Account and Section 3 Residents	Misc Site Work Repairs	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	Playground & Safety Surface Upg.	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	Desert Landscaping	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	Parking Lots Upgrades	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	
	Misc. Interior/Exterior Repairs	1460		\$50,000.00	\$0.00	\$0.00	\$0.00	
	Vacancy Reduction	1460		\$0.00	\$0.00	\$0.00	\$0.00	
	Exterior Painting	1460		\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00

¹ To be completed for the Performance and Evaluation Report
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement

Draft

Part II: Supporting Pages								
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV01P018501-17 CFFP (Yes/No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2017			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
PHA Wide	Dwelling Equip.-Energy Star Appliances.	1465		\$25,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$25,000.00	\$0.00	\$0.00	\$0.00	
	Non-Dwelling Units Upgrades (Hampton)	1470		\$50,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$50,000.00	\$0.00	\$0.00	\$0.00	
	Non-Dwelling Equipment	1475		\$150,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$150,000.00	\$0.00	\$0.00	\$0.00	
Espinoza Terrace AMP 404 RAD	A/E Design Services	1430		\$0.00	\$0.00	\$0.00	\$0.00	
	Site Upgs.CompMod (portion of)	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	Units Upg CompMod (portion of)	1460		\$1,325,000.00	\$0.00	\$0.00	\$0.00	
	Relocation	1495.1		\$100,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$1,425,000.00	\$0.00	\$0.00	\$0.00	
Jones Gardens AMP 407	A/E Design Services	1430		\$10,000.00	\$0.00	\$0.00	\$0.00	
	Site Upgs.Parking Lots Upg.	1450		\$200,000.00	\$0.00	\$0.00	\$0.00	
	UnitsUpg-Windows/Ext.Paint/Roofing	1460		\$500,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$710,000.00	\$0.00	\$0.00	\$0.00	
Hampton Court AMP 404	A/E Design Services	1430		\$10,000.00				
	Unit Upg-2nd Floor Decking Upgs.	1460		\$100,000.00				
				\$110,000.00	\$0.00	\$0.00	\$0.00	

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

Draft

Part III: Implementation Schedule					
PHA Name: Southern Nevada Regional Housing Authority					Federal FFY of Grant: 2017
Capital Fund Program No: NV01P018501-17					
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	
	Estimated		Estimated		
Mgmt Improvement	05/12/19		05/12/21		
Administration	05/12/19		05/12/21		
Fees & Cost	05/12/19		05/12/21		
Site Improvement	05/12/19		05/12/21		
Dwelling Structure	05/12/19		05/12/21		
Dwelling Equipment	05/12/19		05/12/21		
Relocation	05/12/19		05/12/21		

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

Draft

Part 1: Summary					
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV01R018502-17 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2017
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00		
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities ⁴	\$90,131.00	\$0.00	\$0.00	\$0.00

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

Draft

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV01R018502-17 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2017	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
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)					
19a	1503 - RAD Conversion	\$0.00	\$0.00	\$0.00	\$0.00	
20	Amount of Annual Grant: (sum of lines 2-19)	\$90,131.00	\$0.00	\$0.00	\$0.00	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Cost					
24	Amount of line 20 Related to Security - Hard Cost					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director			Signature of Public Housing Director		Date	

By: Amparo Gamazo, Agency Oversight Director

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

Draft

Part II: Supporting Pages								
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No: NV01R018502-17				Federal FFY of Grant: <p style="text-align: center;">2017</p>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	
	Development Activities	1499		\$90,131.00	\$0.00	\$0.00	\$0.00	
	Espinoza Terrace - RAD Conversion							
	SUBTOTAL			\$90,131.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement

Draft

Part III: Implementation Schedule					
PHA Name: Southern Nevada Regional Housing Auhtority Capital Fund Program No: NV01R018502-17					Federal FFY of Grant: 2017
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dâtes
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
	Estimated		Esimated		
Development Activities	05/12/19		05/12/21		

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)

and/or

Capital Fund Program Replacement Housing Factor Funds

(CFPRHF)

FY 2016

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV01P018501-16 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2016	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 05) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	Balance
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00
4	1410 Administration (may not exceed 10% of line 21)	\$386,188.00	\$386,188.00	\$386,188.00	\$193,092.00	\$193,096.00
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$636,050.68	\$636,050.68	\$611,050.68	\$50,812.30	\$585,238.38
8	1440 Site Acquisition					
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$2,622,662.32	\$2,622,662.32	\$0.00	\$0.00	\$2,622,662.32
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$63,246.00	\$63,246.00	\$0.00	\$0.00	\$63,246.00
17	1499 Development Activities ⁴					

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: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV01P018501-16 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2016	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 05) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	Balance
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)					
19a	1503 - RAD Conversion	\$93,735.00	\$93,735.00	\$93,735.00	\$0.00	\$93,735.00
20	Amount of Annual Grant: (sum of lines 2-19)	\$3,861,882.00	\$3,861,882.00	\$1,090,973.68	\$243,904.30	\$3,617,977.70
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					
Signature of Executive Director		Date		Signature of Public Housing Director		Date

By: Amparo Gamazo, Agency Oversight Director

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
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Part II: Supporting Pages									
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV01P018501-16 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2016			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	Funds Balance	
PHA Wide	Management Improvement	1408							
	IT System Upg.			\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	
	Resident/ Staff Training			\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
	SUB-TOTAL			\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	
	Central Office Cost	1410		\$386,188.00	\$386,188.00	\$386,188.00	\$193,092.00	\$193,096.00	
	SUB-TOTAL			\$386,188.00	\$386,188.00	\$386,188.00	\$193,092.00	\$193,096.00	
PHA Wide	Construction Admin Services	1430		\$148,536.00	\$148,536.00	\$148,536.00	\$0.00	\$148,536.00	
	Roofing Consultant	1430		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	A/E Design Services	1430		\$325,012.00	\$325,012.00	\$325,012.00	\$0.00	\$325,012.00	
	Hazardous Materials Consultant	1430		\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	
	SUB-TOTAL			\$498,548.00	\$498,548.00	\$473,548.00	\$0.00	\$498,548.00	
Work intended to be performed through Force Account and Section 3 Residents	Misc Site Work Repairs	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Playground & Safety Surface Upg.	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Desert Landscaping	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Parking Lots Upgrades	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Misc. Interior/Exterior Repairs	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Vacancy Reduction	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Exterior Painting	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report

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

Part II: Supporting Pages									
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV01P018501-16 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2016			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Funds Balance	Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²		
PHA Wide	Dwelling Equip.-Energy Star Appliances.	1465		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Non-Dwelling Units Upgrades	1470		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Non-Dwelling Equipment	1475		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vera A	A/E Design Services	1430		\$137,502.68	\$137,502.68	\$137,502.68	\$50,812.30	\$86,690.38	
AMP 406	Site Upgs.CompMod (portion of)	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Units Upg CompMod (portion of)	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Relocation	1495.1		\$63,246.00	\$63,246.00	\$0.00	\$0.00	\$63,246.00	
	SUB-TOTAL			\$200,748.68	\$200,748.68	\$137,502.68	\$50,812.30	\$149,936.38	
Rose Gardens	Units-New Const. (RAD Conversion)	1460		\$2,622,662.32	\$2,622,662.32	\$0.00	\$0.00	\$2,622,662.32	
AMP 403	SUB-TOTAL			\$2,622,662.32	\$2,622,662.32	\$0.00	\$0.00	\$2,622,662.32	
RAD	Biegger Estates	1503		\$81,842.00	\$81,842.00	\$81,842.00	\$0.00	\$81,842.00	
Conversion	Vera Johnson Manor B			\$11,893.00	\$11,893.00	\$11,893.00	\$0.00	\$11,893.00	
	PIC Dev. No. NV			\$93,735.00	\$93,735.00	\$93,735.00	\$0.00	\$93,735.00	
	TOTAL			\$3,861,882.00	\$3,861,882.00	\$1,090,973.68	\$243,904.30	\$3,617,977.70	

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: Southern Nevada Regional Housing Authority					Federal FFY of Grant: 2016
Capital Fund Program No: NV01P018501-16					
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	
Mgmt Improvement	04/12/18		04/12/20		
Administration	04/12/18		04/12/20		
Fees & Cost	04/12/18		04/12/20		
Site Improvement	04/12/18		04/12/20		
Dwelling Structure	04/12/18		04/12/20		
Dwelling Equipment	04/12/18		04/12/20		
Relocation	04/12/18		04/12/20		

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

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV01R018502-16 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2016	
Type of Grant						
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 01) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: as of 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition					
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00			
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities ⁴	\$90,131.00	\$90,131.00	\$0.00	\$0.00	

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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: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV01R018502-16 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2016	
Type of Grant						
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 01) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: as of 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
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)					
19a	1503 - RAD Conversion	\$0.00	\$0.00	\$0.00	\$0.00	
20	Amount of Annual Grant: (sum of lines 2-19)	\$90,131.00	\$90,131.00	\$0.00	\$0.00	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Cost					
24	Amount of line 20 Related to Security - Hard Cost					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director			Signature of Public Housing Director		Date	

By: Amparo Gamazo, Agency Oversight Director

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 II: Supporting Pages							
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No: NV01R018502-16				Federal FFY of Grant: 2016	

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	
	Development Activities	1499		\$90,131.00	\$90,131.00	\$0.00	\$0.00	
	Rose Gardens - RAD Conversion							
	SUBTOTAL			\$90,131.00	\$90,131.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement

Part III: Implementation Schedule					
PHA Name: Southern Nevada Regional Housing Authority Capital Fund Program No: NV01R018502-16					Federal FFY of Grant: 2016
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	
Development Activities	10/29/20		10/29/22		New Obligation Date Approved by HUD 10/28/2015

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)

and/or

Capital Fund Program Replacement Housing Factor Funds

(CFPRHF)

FY 2015

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV39P018501-15 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2015	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 07) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	Balance
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$339,713.30	\$339,713.30	\$339,713.30	\$339,713.30	\$0.00
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$429,115.49	\$429,115.49	\$429,115.49	\$181,445.03	\$247,670.46
8	1440 Site Acquisition					
9	1450 Site Improvement	\$146,944.87	\$146,944.87	\$65,604.87	\$54,756.17	\$92,188.70
10	1460 Dwelling Structures	\$2,407,381.34	\$2,407,381.34	\$58,542.92	\$58,542.92	\$2,348,838.42
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$73,978.00	\$73,978.00	\$24,256.24	\$24,256.24	\$49,721.76
17	1499 Development Activities ⁴					

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: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV39P018501-15 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2015	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 07) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	Balance
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)					
19a	1503 - RAD Conversion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2-19)	\$3,397,133.00	\$3,397,133.00	\$917,232.82	\$658,713.66	\$2,738,419.34
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					
Signature of Executive Director		Date		Signature of Public Housing Director		Date

By: Amparo Gamazo, Agency Oversight Director

¹ To be completed for the Performance and Evaluation Report
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⁴ RHF funds shall be included here

Expires 6/30/2017

Part II: Supporting Pages									
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV39P018501-15 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2015			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised ¹	Funds Obligated	Funds Expended ²		Funds Balance
PHA Wide	Management Improvement	1408							
	IT System Upg.			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Resident/ Staff Training			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00		
	Central Office Cost	1410		\$339,713.30	\$339,713.30	\$339,713.30	\$339,713.30	\$0.00	
	SUB-TOTAL			\$339,713.30	\$339,713.30	\$339,713.30	\$339,713.30	\$0.00	
PHA Wide	Construction Admin Services	1430		\$143,825.00	\$143,825.00	\$143,825.00	\$0.00	\$143,825.00	
	Roofing Consultant	1430		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	A/E Design Services	1430		\$99,101.00	\$99,101.00	\$99,101.00	\$19,214.54	\$79,886.46	
	Hazardous Materials Consultant	1430		\$50,000.00	\$50,000.00	\$50,000.00	\$26,041.00	\$23,959.00	
	SUB-TOTAL			\$292,926.00	\$292,926.00	\$292,926.00	\$45,255.54	\$247,670.46	
Work intended to be performed through Force Account and Section 3 Residents	Misc Site Work Repairs	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Playground & Safety Surface Upg.	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Desert Landscaping	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Parking Lots Upgrades	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Misc. Interior/Exterior Repairs	1460		\$58,542.92	\$58,542.92	\$58,542.92	\$58,542.92	\$0.00	
	Vacancy Reduction	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Exterior Painting	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$58,542.92	\$58,542.92	\$58,542.92	\$58,542.92	\$0.00	

¹ To be completed for the Performance and Evaluation Report

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

Expires 6/30/2017

Part II: Supporting Pages									
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV39P018501-15 CFFP (Yes/No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2015				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Funds Balance	Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²		
PHA Wide	Dwelling Equip.-Energy Star Appliances.	1465		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	reduced
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Rose Gardens	A/E Design Services	1430		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 403	Site Upgs.CompMod (portion of)	1450		\$81,340.00	\$81,340.00	\$0.00	\$0.00	\$81,340.00	
RAD	Units Upg CompMod (portion of)	1460		\$2,348,838.42	\$2,348,838.42	\$0.00	\$0.00	\$2,348,838.42	
	Relocation	1495.1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$2,430,178.42	\$2,430,178.42	\$0.00	\$0.00	\$2,430,178.42	
Vera A	A/E Design Services	1430		\$136,189.49	\$136,189.49	\$136,189.49	\$136,189.49	\$0.00	
AMP 406	Site Upgs.CompMod (portion of)	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Mixed Finance	Units Upg CompMod (portion of)	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Relocation	1495.1		\$48,219.21	\$48,219.21	\$1,997.46	\$1,997.46	\$46,221.75	
	SUB-TOTAL			\$184,408.70	\$184,408.70	\$136,189.49	\$138,186.95	\$46,221.75	
Marble Manor	Laterals Replacement	1450		\$65,604.87	\$65,604.87	\$65,604.87	\$54,756.17	\$10,848.70	
AMP 407	SUB-TOTAL			\$65,604.87	\$65,604.87	\$65,604.87	\$54,756.17	\$10,848.70	
Bigger Estates	RAD Conversion	1503		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 406	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vera B	Relocation	1495.1		\$25,758.79	\$25,758.79	\$22,258.78	\$22,258.78	\$3,500.01	
AMP411				\$25,758.79	\$25,758.79	\$22,258.78	\$22,258.78	\$3,500.01	
Mixed Finance									
	TOTAL			\$3,397,133.00	\$3,397,133.00	\$915,235.36	\$658,713.66	\$2,738,419.34	

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: Southern Nevada Regional Housing Authority					Federal FFY of Grant: 2015
Capital Fund Program No: NV39P018501-15					
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	
Mgmt Improvement	09/14/17		09/14/19		
Administration	09/14/17		09/14/19		
Fees & Cost	09/14/17		09/14/19		
Site Improvement	09/14/17		09/14/19		
Dwelling Structure	09/14/17		09/14/19		
Dwelling Equipment	09/14/17		09/14/19		
Relocation	09/14/17		09/14/19		

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

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV39R018501-15 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2015	
Type of Grant						
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 02) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition					
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00			
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities ⁴	\$336,496.00	\$336,496.00	\$0.00	\$0.00	

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

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV39R018501-15 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2015	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 02) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
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)					
19a	1503 - RAD Conversion	\$0.00	\$0.00	\$0.00	\$0.00	
20	Amount of Annual Grant: (sum of lines 2-19)	\$336,496.00	\$336,496.00	\$0.00	\$0.00	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Cost					
24	Amount of line 20 Related to Security - Hard Cost					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director			Signature of Public Housing Director		Date	

By: Amparo Gamazo, Agency Oversight Director

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Part II: Supporting Pages								
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No: NV39R018501-15				Federal FFY of Grant: 2015		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	
	Development Activities	1499		\$336,496.00	\$336,496.00	\$0.00	\$0.00	
	Rose Gardens - RAD Conversion							
	SUBTOTAL			\$336,496.00	\$336,496.00	\$0.00	\$0.00	

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Part III: Implementation Schedule					
PHA Name: Southern Nevada Regional Housing Authority					Federal FFY of Grant: 2015
Capital Fund Program No: NV39R018501-15					
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	
Development Activities	10/29/20		10/29/22		New Obligation Date Approved by HUD 10/28/2015

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

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV39R018502-15 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2015	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 02) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition					
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00			
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities ⁴	\$173,119.00	\$173,119.00	\$0.00	\$0.00	

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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: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV39R018502-15 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2015	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 02) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
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)					
19a	1503 - RAD Conversion	\$0.00	\$0.00	\$0.00	\$0.00	
20	Amount of Annual Grant: (sum of lines 2-19)	\$173,119.00	\$173,119.00	\$0.00	\$0.00	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Cost					
24	Amount of line 20 Related to Security - Hard Cost					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director			Signature of Public Housing Director		Date	

By: Amparo Gamazo, Agency Oversight Director

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⁴ RHF funds shall be included here

Part II: Supporting Pages								
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No: NV39R018502-15				Federal FFY of Grant: 2015		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	
	Development Activities	1499		\$173,119.00	\$173,119.00	\$0.00	\$0.00	
	Rose Gardens - RAD Conversion							
	SUBTOTAL			\$173,119.00	\$173,119.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement

Part III: Implementation Schedule					
PHA Name: Southern Nevada Regional Housing Authority					Federal FFY of Grant: 2015
Capital Fund Program No: NV39R018502-15					
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	
Development Activities	10/29/20		10/29/22		New Obligation Date Approved by HUD 10/28/2015

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)
and/or
Capital Fund Program Replacement Housing Factor Funds
(CFPRHF)
FY 2014

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV39P018501-14 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2014	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 08) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	\$30,280.60	\$30,280.60	\$29,881.28	\$29,376.28	\$904.32
4	1410 Administration (may not exceed 10% of line 21)	\$349,798.90	\$349,798.90	\$349,798.90	\$349,798.90	\$0.00
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$775,751.38	\$784,585.38	\$784,585.38	\$622,275.43	\$162,309.95
8	1440 Site Acquisition					
9	1450 Site Improvement	\$57,895.01	\$1,014,061.01	\$1,014,061.01	\$1,014,061.01	\$0.00
10	1460 Dwelling Structures	\$543,643.11	\$543,643.11	\$535,357.50	\$535,357.50	\$8,285.61
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$100,000.00	\$100,000.00	\$95,928.40	\$95,928.40	\$4,071.60
17	1499-1504 RAD Pre-Development Activities ⁴	\$529,808.00	\$529,808.00	\$529,808.00	\$529,808.00	\$0.00

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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: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: NV39P018501-14 Replacement Housing Factor Fund No: Date of CFFP:			FFY of Grant: FFY of Grant Approval 2014	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 08) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	Expended
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)					
19a	1503 - RAD Conversion	\$145,812.00	\$145,812.00	\$145,812.00	\$145,812.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2-19)	\$2,532,989.00	\$3,497,989.00	\$3,485,232.47	\$3,322,417.52	\$175,571.48
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					
Signature of Executive Director		Date		Signature of Public Housing Director		Date

By: Amparo Gamazo, Agency Oversight Director

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 II: Supporting Pages									
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV39P018501-14 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2014			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	Funds Balance	
PHA Wide	Management Improvement	1408							
	IT System Upg.			\$26,240.60	\$26,240.60	\$25,841.28	\$25,841.28	\$399.32	
	Resident/ Staff Training			\$4,040.00	\$4,040.00	\$4,040.00	\$3,535.00	\$505.00	
	SUB-TOTAL			\$30,280.60	\$30,280.60	\$29,881.28	\$29,376.28	\$904.32	
	Central Office Cost	1410		\$349,798.90	\$349,798.90	\$349,798.90	\$349,798.90	\$0.00	
	SUB-TOTAL			\$349,798.90	\$349,798.90	\$349,798.90	\$349,798.90	\$0.00	
PHA Wide	Construction Admin Services	1430		\$190,979.05	\$190,979.05	\$190,979.05	\$186,387.00	\$4,592.05	
	Roofing Consultant	1430		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	A/E Design Services	1430		\$273,094.01	\$281,928.01	\$281,928.01	\$177,201.80	\$104,726.21	increased
	Hazardous Materials Consultant	1430		\$47,179.50	\$47,179.50	\$47,179.50	\$42,205.75	\$4,973.75	
	SUB-TOTAL			\$511,252.56	\$520,086.56	\$520,086.56	\$405,794.55	\$114,292.01	
Work intended to be performed through Force Account and Section 3 Residents	Misc Site Work Repairs	1450		\$57,895.01	\$49,061.01	\$49,061.01	\$49,061.01	\$0.00	reduced & expended
	Playground & Safety Surface Upg.	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Desert Landscaping	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Marble Manor Water-lines Upgrades	1450		\$0.00	\$965,000.00	\$965,000.00	\$965,000.00	\$0.00	increased & expended
	Parking Lots Upgrades	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$57,895.01	\$1,014,061.01	\$1,014,061.01	\$1,014,061.01	\$0.00	
	Misc. Interior/Exterior Repairs	1460		\$57,853.39	\$57,853.39	\$49,567.78	\$49,567.78	\$8,285.61	
	Vacancy Reduction	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Exterior Painting	1460		\$143,990.00	\$143,990.00	\$143,990.00	\$143,990.00	\$0.00	
SUB-TOTAL			\$201,843.39	\$201,843.39	\$193,557.78	\$193,557.78	\$8,285.61		

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 II: Supporting Pages									
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: NV39P018501-14 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2014			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost			Status of Work
PHA Wide	Dwelling Equip.-Energy Star Appliances.	1465		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Rose Gardens	Site Upgrades (RAD Conversion)	1450		\$965,000.00	\$0.00	\$0.00	\$0.00	\$0.00	reduced
AMP 403	SUB-TOTAL			\$965,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
(RAD)									
	Non-Dwelling Equipment	1475		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vera A	A/E Design Services	1430		\$264,498.82	\$264,498.82	\$264,498.82	\$216,480.88	\$48,017.94	
AMP 313	Site Upgs.CompMod (portion of)	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Units Upg CompMod (portion of)	1460		\$198,878.00	\$198,878.00	\$198,878.00	\$198,878.00	\$0.00	
	SUB-TOTAL			\$463,376.82	\$463,376.82	\$463,376.82	\$415,358.88	\$48,017.94	
Vera B	Pre-Dev.Cost, i.e. A/E /Consult Srvc	1430		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 314	Units Upg CompMod (portion of)	1460		\$142,921.72	\$142,921.72	\$142,921.72	\$142,921.72	\$0.00	
(RAD)	Relocation	1495		\$100,000.00	\$100,000.00	\$95,928.40	\$95,928.40	\$4,071.60	
	SUB-TOTAL			\$242,921.72	\$242,921.72	\$238,850.12	\$238,850.12	\$4,071.60	
Biegger Estates	Pre-Dev.Cost, i.e. A/E /Consult Srvc	1504		\$529,808.00	\$529,808.00	\$529,808.00	\$529,808.00	\$0.00	
AMP 406	Site Upg CompMod (portion of) RAD	1450		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(RAD)	Units Upg CompMod (portion of)	1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL			\$529,808.00	\$529,808.00	\$529,808.00	\$529,808.00	\$0.00	
RAD	Landsman Gardens	1503		\$145,812.00	\$145,812.00	\$145,812.00	\$145,812.00	\$0.00	
Conversion	PIC Dev. No: NV018013003			\$145,812.00	\$145,812.00	\$145,812.00	\$145,812.00	\$0.00	
	TOTAL			\$3,497,989.00	\$3,497,989.00	\$3,485,232.47	\$3,322,417.52	\$175,571.48	

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: Southern Nevada Regional Housing Authority					Federal FFY of Grant: 2014
Capital Fund Program No: NV39P018501-14					
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	
Mgmt Improvement	05/13/16		05/13/18		
Administration	05/13/16		05/13/18		
Fees & Cost	05/13/16		05/13/18		
Site Improvement	05/13/16		05/13/18		
Dwelling Structure	05/13/16		05/13/18		
Dwelling Equipment	05/13/16		05/13/18		
Relocation	05/13/16		05/13/18		

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

Part 1: Summary						
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV39R018501-14 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2014	
Type of Grant						
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 03) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: as of 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition					
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00			
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities ⁴	\$410,238.00	\$410,238.00	\$0.00	\$0.00	

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

Part 1: Summary					
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Grant No: Replacement Housing Factor Fund No: NV39R018501-14 Date of CFFP:			FFY of Grant: FFY of Grant Approval 2014
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disaster/Emergency <input type="checkbox"/> Revised Annual Statement (revision no: 03) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: as of 03/31/2017 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
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)				
19a	1503 - RAD Conversion	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2-19)	\$410,238.00	\$410,238.00	\$0.00	\$0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Cost				
24	Amount of line 20 Related to Security - Hard Cost				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	

By: Amparo Gamazo, Agency Oversight Director

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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 II: Supporting Pages								
PHA Name: Southern Nevada Regional Housing Authority		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No: NV39R018501-14				Federal FFY of Grant: 2014		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated	Funds Expended ²	
	Development Activities	1499		\$410,238.00	\$410,238.00	\$0.00	\$0.00	
	Rose Gardens - RAD Conversion							
	SUBTOTAL			\$410,238.00	\$410,238.00	\$0.00	\$0.00	

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

Part III: Implementation Schedule					
PHA Name: Southern Nevada Regional Housing Authority					Federal FFY of Grant: 2014
Capital Fund Program No: NV39R018501-14					
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	
Development Activities	10/29/20		10/29/22		New Obligation Date Approved by HUD 10/28/2015

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