AGENDA
REGULAR MEETING
BOARD OF COMMISSIONERS
RIVER FALLS HOUSING AUTHORITY
Riverview Manor, 625 N. Main St.
Wednesday, March 11, 2020 at 6:30 pm

ROLL CALL
MINUTES OF REGULAR MEETING – February 12, 2020

PUBLIC HEARING - River Falls Housing Authority will hold a Public Hearing at 6:30 pm on Wednesday, March 11, 2020 in the community room at Riverview Manor, 625 N. Main St., River Falls to receive comments on the Authority’s Five-Year Plan.

TENANT REPRESENTATIVES

MISSION STATEMENT
River Falls Housing Authority manages, maintains, and facilitates affordable housing in accordance with Federal and State statute. Our mission is to partner with the community to assess housing needs and opportunities and to be proactive, creative, and collaborative in the development and delivery of fair, safe, sustainable, and inclusive programs.

CONSENT ITEMS
1. Review And Approve current policies: Violence Against Women Act Emergency Transfer Policy, Amenities Policy and Rural Development Management Plan

ACTION ITEMS
1. Review and Approve Payment of Bills and Budget Report
2. Discussion of 2020- 2025 Strategic plan and Five-year capital improvements Plan

REPORTS
1. Vacancy and Re-rental Report

CHAIR AND COMMISSIONERS REPORT

ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE BOARD

ADJOURN
Minutes of the Regular Meeting of the River Falls Housing Authority, February 12, 2020

Chair Todd Bjerstedt called the meeting to order at 6:30
Present: Jacqueline Niccum, Amy Peterson, Nick Carow, Todd Bjerstedt.
Absent: Matt Fitzgerald,
Also Present: Anne McAlpine, Executive Director
MINUTES M/S/C Niccum/Peterson to approve the Minutes of the Regular Meeting of the River Falls Housing Authority, January 8, 2019.
M/S/C Niccum/Peterson to approve the Minutes of the Closed Session January 8, 2020.

CONSENT ITEMS
1. M/S/C Peterson/Carow to approve the consent items: 1) Reschedule election of officers to be held at the May meeting; 2) River Falls Housing Authority Audit Report and Windmill Place Audit Report; 3) Resolution #556 Policy for Use of Email for Tenant Communication; 4) Resolution # 557 To Address a Procedural Defect.

ACTION ITEMS
1. M/S/C Peterson/Carow to approve payment of bills
2. Planning for 2020-2025 HUD Five Year Plan – McAlpine reported that HUD requires two Public Hearings. One to review the five year plan and one to review the capital plan. Commissioners discussed planned capital improvements. Commissioners discussed goals and objectives for the next five years. Repositioning Riverview Manor and RiverTown Homes with different HUD funding should be investigated. Working with property owners to allocate some Housing Choice Vouchers (Section 8 assistance) to a unit in some newly built or existing rental units (Project-Based Vouchers) should be explored and implemented. Including sustainability as a component in prioritizing capital spending should be a new goal. McAlpine will prepare a draft for the public hearings which will be held on March 11, 2020.

REPORTS
1. McAlpine reported that all but 2 of the vacant units leased up for February 1st. Many of the applicants on the waiting list are no longer interested in our housing. They had to wait so long that they found other housing. The waiting lists are being purged.
2. McAlpine reported that the extermination contract was awarded in January. Windmill Place will have carpet replaced in 8 occupied units.
3. McAlpine reported that HUD is looking into the type of agreement that can be made between the City and the housing Authority to allow patrol and enforcement activity in the playground. HUD will not allow the Housing Authority to give that green space to the City to be considered a city park. Improving lighting in the playground is in the budget for 2020. The Housing Authority should ask for additional patrol of the neighborhood.

M/S/C Carow/Niccum to move to closed session.
Commissioners reconvened at 8:30
M/S/C Peterson/Carow to adjourn

Respectfully submitted by Anne McAlpine, Executive Director
PUBLIC HEARING - River Falls Housing Authority will hold a Public Hearing at 6:30 pm on Wednesday, March 11, 2020 in the community room at Riverview Manor, 625 N. Main St., River Falls to receive comments on the Authority’s Five-Year Plan. HUD requires a public hearing for the strategic plan and capital improvements plan. Copies of the five-year plans have been distributed to tenants by putting a copy in the lobby of each apartment building and placing a copy in the office. Comments received at this public hearing will be included in the final plan that will be submitted to HUD.

MISSION STATEMENT
River Falls Housing Authority manages, maintains, and facilitates affordable housing in accordance with Federal and State statute. Our mission is to partner with the community to assess housing needs and opportunities and to be proactive, creative, and collaborative in the development and delivery of fair, safe, sustainable, and inclusive programs.

CONSENT ITEMS
2. Review and Approve Current Policies: Violence Against Women Act Emergency Transfer Policy, Amenities Policy and Rural Development Management Plan – No changes are needed to the current policies. The Management Plan, Section 2.B., was revised to reflect the reduced maintenance staff. – Attachment 1-3

ACTION ITEMS
3. Review and Approve Payment of Bills and Budget Report – Attachment 4
4. Discussion of 2020-2025 Strategic Plan and Five-year Capital Improvements Plan – Separate document

REPORTS
2. Vacancy and Re-rental Report – Attachment 5
Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers
River Falls Housing Authority (RFHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), RFHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of RFHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether RFHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that RFHA is in compliance with VAWA.

Eligibility for Emergency Transfers
A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

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1 Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
2 Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.
To request an emergency transfer, the tenant shall notify RFHA’s management office and submit a written request for a transfer to River Falls Housing Authority, 625 N Main St. River Falls WI 54022. RFHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

1. 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 assisted under RFHA’s program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

**Confidentiality**
RFHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives RFHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about RFHA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

**Emergency Transfer Timing and Availability**
RFHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. RFHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. RFHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If RFHA has no safe and available units for which a tenant who needs an emergency is eligible, RFHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant’s request, RFHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

**Safety and Security of Tenants**
Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

A local organization offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking: Turningpoint for Victims of Domestic or Sexual Assault 24-hour crisis hotline: 1-800-345-5104, 24-hour text hotline: 715-821-8626, local phone: 715-425-6751
Windmill Place Amenities Policy

Amenities include remote controlled garage door, dishwasher, in-apartment laundry appliances. When RFHA receives a work order that an amenity is not working correctly, Management/Maintenance will assess the problem within 1 work day and schedule a contractor to repair or replace the failed amenity.

If the amenity is not expected to be back in working order within one week, Management will inform the tenant of the expected repair schedule and offer alternatives. Approved alternatives are:
- Dishwashers – wash by hand or use paper plates
- Laundry appliances - use laundry mat or receive a key to Oakpark Apartments
- Garage door – park outside, open door manually each time, use the Housing Authority van and River Falls Taxi

Air conditioners, stove and refrigerators are required household appliances. Spare appliances will be kept in inventory to trade for the inoperable appliance.
MANAGEMENT PLAN
For properties known as Edgewater, Briarwood, Oakpark, Four-Plex
RIVER FALLS HOUSING AUTHORITY

1) ROLE AND RESPONSIBILITIES OF THE OWNER AND THE RELATIONSHIP AND THE DELEGATION OF AUTHORITY TO THE MANAGEMENT AGENT

   a) There are no Identities of Interest (IOI).

   b) River Falls Housing Authority (RFHA) is the owner and manager. Five Commissioners are appointed by the City Council. Compensation for their services is in line with other City of River Falls Commissions at $50 per meeting.

   c) The Board of Commissioners sets the policies as outlined by Rural Development. RFHA is responsible for the day-to-day operations of the project and is accountable to the Board.

   d) RFHA reviews all financial needs and policy actions with the Board at their monthly meetings. All major decisions are made at these meetings. RFHA must consult the Board of Commissioners for any expenditure over $2,500.

   e) The key contact person is the Executive Director. In general day-to-day conditions RFHA will make decisions in accordance with established policy, regulations and procedure. Board approval is needed when revising any policy.

   f) RFHA is responsible for marketing the property, overseeing maintenance, administering operations of the projects, interviewing and certifying tenants and applicants, preparing reports, maintenance records and conducting inspections.

   g) Singularly incurred expenses will be pro-rated according to the following schedule:

       | HUD | E/B | OP | 4P | WMP |
       |-----|-----|----|----|-----|
       Fidelity Bond Insurance | 45% | 40% | 8% | 2% | 5%  |
       Advertising | 45% | 40% | 8% | 2% | 5%  |
       Computer Software | 45% | 40% | 8% | 2% | 5%  |
       Office Supplies/Equipment | 45% | 40% | 8% | 2% | 5%  |

   h) Tenant certifications are prepared using Tenmast software. Expenses for software license and updates are prorated for all Rural Development properties.

   i) RFHA is a Housing Authority and therefore will request an Asset Management fee on line 27, Part I of 3560-7 Budget form. Asset management fee will be used for authorized purposes in accordance with 7CFR3560.

2) PERSONNEL POLICY AND STAFFING

   a) Open positions are advertised. All hiring is in conformance with Equal Employment Opportunity requirements.
b) RFHA staff is: RFHA Executive Director (full-time), Office Manager (full-time), 2 Property Managers (full-time), Office Assistant (part-time), and Facilities Manager (full-time), 2.5 Maintenance Technicians (full-time), Custodian/Housekeeper (part-time).

c) Responsibilities for the Board and staff are listed and clearly defined in the Management Agreement. All basic responsibilities and duties are covered. The Maintenance Technicians are accountable to the Facilities Manager and the Executive Director.

d) RFHA staff has Public Housing Manager and STAR Certifications. Additional training provided by Rural Development, HUD, WHEDA and CARH will be attended by appropriate staff.

3) PLANS & PROCEDURES FOR MARKETING UNITS, ACHIEVING AND MAINTAINING FULL OCCUPANCY AND AFFIRMATIVE MARKETING PLAN

a) Marketing will be in conformance with the approved Affirmative Fair Housing Marketing Plan (AFHMP). The highest level of occupancy will be achieved and maintained through regular advertising as described in the AFHMP. A waiting list will be maintained in accordance with Rural Development Handbook 3560. When necessary, a plan of incentives will be developed with the approval of Rural Development servicing officials.

b) Marketing will include resident retention and programs which promote and differentiate the project from other apartment developments and shall include, but not be limited to; Open House(s), Ice Cream Socials, tenant/applicant parties, Experience Works Activities Director programs, BINGO, or other outreach opportunities as decided upon by the Board of Commissioners.

c) At least annually, ads will be placed in the local newspaper that applications are accepted. Outreach will be conducted in accordance with the AFHMP.

d) Services will be provided as needed for persons with sight or hearing impairments, such as information regarding the need for TDD relay systems, signers or any other method available to meet the need of the individual.

e) Reasonable accommodations will be made to the project at the request of tenants or applicants needing such accommodations, and in accordance with the self-evaluation and transition plan. Types of accommodations may include changing water faucets, installing lever door handles, adding grab bars, changing kitchen and bath equipment and assigning handicapped parking, etc. A reasonable accommodation may include housing a single person in a two bedroom unit when there is a caregiver, or medical devices or a medically approved reason that a tenant needs an additional room. Requests for reasonable accommodations will be reviewed in accordance with the Reasonable Accommodation Policy (attachment).

There are two fully accessible units in Oakpark and 4 two bedroom apartments at Edgewater and Briarwood have been converted to fully ADA compliant one bedroom units. Applicants needing these features will be given the first opportunity to move to these wheelchair accessible units.

The type and cost of modification will be determined as well as the financial impact on
the project. Modifications will be completed at project cost whenever project funds are available. Sources of outside funding such as community groups, rehabilitation services will be researched.

f) The waiting list will be maintained using Tenmast software in accordance with USDA Rural Development regulations. The date and time the application was received, the name, race, ethnic code, income level and number of times the applicant has been offered a unit and the building request by the applicant are maintained in the waiting list software.

g) Inspections will be performed at least annually. A copy of the inspection form will be given to the tenant and a copy will be maintained in the tenant's file. Repair requests (work orders) generated by the inspector will be entered into RFHA work order system.

h) House Rules are developed, revised and approved by the Board of Commissioners. The House Rules are attached to and are part of the Lease. Annually all tenants will be issued another copy of both the lease and House Rules.

i) RFHA will determine tenant eligibility and maintain the waiting list in accordance with the Rural Development requirements. Tenant screening shall follow procedures outlines in RFHA Admissions and Occupancy policies.

j) This is not a Tax Credit Project.

k) RFHA will give preference to those persons/families that have been displaced by fire, flood, natural or declared disaster and who have a letter of priority entitlement from an assistance agency such as Red Cross, or FEMA. An applicant having displacement status will be placed at the top of any or all waiting lists for which he/she is eligible regardless of the date and time of the application.

4) PROCEDURES FOR DETERMINING ELIGIBILITY AND FOR CERTIFYING AND RE-CERTIFYING INCOMES

a) Applications are maintained in the waiting list file. After an applicant moves in the application will become part of the tenant file. No application fees will be charged.

b) Management personnel will become knowledgeable of Rural Development regulations relating to application processing, eligibility determination, selection, unit assignment certification, re-certification, rent collection and record keeping. Management will attend all training provided by Rural Development and if possible outside sources providing training pertaining to this program.

c) RFHA will pay any overage charged due to expiration of certifications that are not the fault of the tenant.

d) Interim recertifications will be conducted in accordance with RFHA interim recertification policy (attached).

5) LEASING AND OCCUPANCY POLICIES.
a) State and local health and safety restrictions regarding the maximum number of occupants will be met. RFHA shall comply with local codes for number of persons who may occupy any particular size apartment. Units will be rented so as not to cause underutilization or over utilization of the rent. The project occupancy standard will be as follows:

<table>
<thead>
<tr>
<th>Elderly/Disabled</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 bedroom</td>
<td>1-2 persons</td>
</tr>
<tr>
<td>2 bedroom</td>
<td>2 persons</td>
</tr>
</tbody>
</table>

Management may deviate from this numerical standard when excessive vacancies occur, as needed to protect the financial integrity of the project. Occupancy that appears to conflict with these standards will be reviewed on a case by case basis.

In accordance with RD procedures, RFHA will not allow a single tenant to remain in a two bedroom unit while receiving Rental Assistance. Upon notification that a tenant is no longer eligible for a two bedroom unit RFHA will place the tenant’s name on the waiting list for an appropriately sized unit. RFHA will accept and review request for reasonable accommodations to allow a single person to remain in a two bedroom unit.

b) Tenant selection will be accomplished as stated in the RFHA Admissions and Occupancy Policy.

c) Applicants will be offered a vacant apartment in first come- first served order; except that Extremely Low Income applicants will be offered apartments before other Low Income (incomes greater than 30% of the CMI) applicants.

d) Management personnel are knowledgeable in lease provisions and prohibitions, occupancy standards and admission policies. The Property Manager is knowledgeable in Rural Development as well as State regulations.

e) The market area is predominantly English speaking. Marketing information will be provided in the predominant non-English language as needed. Interpreters will be used as necessary. Limited English Proficiency Plan is attached.

f) River Falls Housing Authority adopted a smoke-free living policy in July 2017 which prohibited in and around all Housing Authority buildings after October 1, 2017. (attachment)

6) RENT AND OCCUPANCY CHARGE COLLECTION POLICIES AND PROCEDURES

a) Rent is due and payable on or before the first of the month. No cash, debit or credit cards are accepted for payment of rent. Tenants shall pay rent with a check or money order by placing it in the locked rent collection box in each building. Tenants may contact their bank to have their rent direct deposited. Management will collect the rent on the 4th of the month and deposit it in the bank the same day. Receipts are prepared but not distributed to tenants unless requested. Rent paid after the 10th of the month is late and will be charged a $10.00 late fee. When the 10th falls on a weekend, the due date for rent shall be the close of business on the last working day prior to the 10th.

b) Security deposits will be collected prior to occupancy of the unit. The security deposit for will be $300 in Edgewater, Briarwood, Oakpark and $500 in 4-Plex. Security Deposits will be maintained in a separate bank account. Interest earned on this account will be transferred
annually to the operating Account. According to Wisconsin law, the interest is not returned to the tenant but stays with the project.

7)  PROCEDURE FOR REQUESTING AND IMPLEMENTING A RENT OR OCCUPANCY CHARGE INCREASE

a) Rent change will be requested in the yearly budget in accordance with 3560-7. The notification of proposed rent change for an increase will be posted and delivered to each tenant. When the change is approved, affected tenants will be informed of the approval and the effective date of the change.

b) RFHA staff will prepare rent change requests and notices in accordance with Rural Development requirements.

c) Requests will normally be made with the annual budget, which is 90 days prior to the end of the fiscal year of operation (June 30).

8)  PLANS AND PROCEDURES FOR CARRYING OUT AN EFFECTIVE MAINTENANCE, REPAIR AND REPLACEMENT PROGRAM

a) Inspections are made by RFHA at least once yearly to determine preventive maintenance. Preventive maintenance will be performed on an ongoing basis. Building maintenance will be done by the maintenance staff or a contractor, as determined by management and the Board of Commissioners.

b) The as-built plans and specifications are kept on site. The RFHA, with architect help, will be responsible to update them when project modifications are made.

c) Building and equipment inspections will be completed annually. RFHA Maintenance Plan is attached. The Custodian/Housekeeper is responsible for day-to-day cleaning and cleaning vacant units.

d) Tenants will request repairs to their apartments by calling the office. A work order will be entered in RFHA work order system. Emergency repair requests can be made by calling the afterhours phone number. Maintenance employees are scheduled to be on call to respond to the afterhours phone.

e) Purchase orders and payments will be handled in a timely manner so as not to incur interest expense to the project.

f) Major maintenance or replacement items will be evaluated and budgeted for annually. A minimum of two bids will be obtained. Use of reserve account funds for these items will be requested prior to expenditure on an as needed basis through the use of the Reserve Account Withdrawal Request Form. Capital improvement plans are updated annually as part of the budgeting process.

9)  PLANS AND PROCEDURES FOR PROVIDING SUPPLEMENTAL SERVICE

a) Laundry machines are provided in Edgewater, Briarwood and Oakpark (EW,BW, OP). A
monthly laundry fee is charged to these tenants. The laundry fee is kept as low as possible but covers repairs and eventual replacement.

b) The laundry equipment in EW, BW, OP is owned by the River Falls Housing Authority. 4-Plex tenants must provide their own washer and dryer. An Excess Utility fee is charged to these tenants.

c) The maintenance staff maintains the laundry equipment in EW, BW, OP unless a service company needs to be called in.

d) Air conditioners are not provided by the owner. All costs for repairs and replacement of apartment air conditioners are the responsibility of the tenant.

10) PLANS FOR ACCOUNTING, RECORDKEEPING AND MEETING RURAL DEVELOPMENT REPORTING REQUIREMENTS

a) Project records are maintained on an accrual basis. Records include tenant account receivables; ledger rent register, security deposit register, receipts and disbursement journal, balance sheet. Separate bank accounts are maintained per project for security deposits, operating, taxes/insurance and Reserve funds. Preparation of monthly balance sheets, general ledger and cash flow statements will be prepared by Hawkins, Ash, CPAs, an accounting firm specializing in Rural Development and HUD assisted housing projects. The fee for accounting services is a project expense.

b) Interest earned on the security deposit accounts will be transferred to the corresponding operating account annually. Interest earned another accounts will remain with those individual project accounts.

c) The project bookkeeping charts of accounts and bank accounts are compatible with Form RD 3560-7, Multiple Family Housing Projects budget.

d) Management will prepare annual reports as required.

e) The CPA firm preparing the audit will not be associated with the project as evidenced by the Identity of Interest disclosure. A qualified CPA firm will be obtained by the procurement process used for other contracts; i.e. the lowest reasonable, responsible bidder who has submitted a bid in accordance with the Request for Proposals will perform the annual audit for the term specified in the contract.

f) A separate file will be maintained for each tenant. Applications, screening verifications, verification of income, assets, deductible medical expenses and executed leases will be kept in the file. Records will be retained for three years after the tenant has moved out of the development.

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g) Records will be kept in the management office located at 625 N Main St, River Falls WI 54022. To review these record interested persons must contact the Property Manager at the management office. Only those authorized by a Release of Information may view the records of tenants, applicants or former tenants or applicants.
11) ENERGY CONSERVATION MEASURES AND PRACTISES

a) Energy conservation will be encouraged through tenant education. Recycling dumpsters will be provided by RFHA. Information will be provided to tenants about recycling requirements.

b) Energy conservation measures to be utilized will be exterior and interior monitoring of the common areas, thermostat covers with locks, properly operating exterior doors and windows and properly working HVAC equipment. Low flow aerators and showerheads will conserve water. Incandescent light bulbs will be replaced with CFLs.

c) Conservation measures identified in an energy audit will be implemented as applicable and feasible. Appliances will be replaced with energy star rated appliances.

12) PLANS FOR TENANT PARTICIPATION IN RURAL RENTAL HOUSING PROJECT OPERATIONS AND TENANT'S RELATIONSHIP WITH MANAGEMENT

a) The Tenants may have a tenant’s organization and plan activities. Management will work with tenant organizations to resolve any problems and will attend tenant meetings when asked or needed.

b) Tenant Grievance and Appeals Procedure posters will be displayed in common areas in each building. Tenants will be provided with a copy of the Tenant Grievance and Appeals Procedure with their lease. The RFHA is responsible for responding to any grievances. Tenants will be encouraged to resolve personal disputes with one another. An Incident Reporting Procedure has been established for management resolution of day-to-day problems. We will employ courteous counseling using our past training and experience and will use community resources for more serious problems.

13) PLANS FOR MEMBER PARTICIPATION IN RCH PROJECT OPERATIONS

N/A

14) PLAN FOR CARRYING OUT MANAGEMENT TRAINING PROGRAMS

a) Management is expected to keep current on present rules and procedures of Rural Development, Federal, State and Local Laws regarding rental property.

b) Managers will attend Rural Development training programs and programs provided by outside vendors regarding various aspects of the program.

c) On site/front line managers will attend training programs provided by Rural Development and outside vendors.

d) N/A

15) TERMINATION OF LEASES OR OCCUPANCY AGREEMENTS AND EVICTION

a) RFHA will be responsible for termination of tenant households. Lease terminations will be carried out in accordance with the Lease, State and Federal laws.
b) The Property Manager assigned to each project will issue lease termination notices within Rural Development and State laws. A copy of the termination notice will be sent to Rural Development servicing office.

c) Tenants under lease termination will be provided with notice that they may request a Grievance/Appeals Procedure.

16) SECURITY SERVICING

a) RFHA is responsible for security servicing and is responsible for acquiring fidelity coverage.

b) RFHA is responsible for knowing and complying with Rural Development's insurance coverage requirements and acquiring such coverage.

17) MANAGEMENT AGREEMENT

a) The Management Certification is signed annually and is on file.

18) RCH BOARD OF DIRECTOR/ADVISOR RELATIONSHIP

N/A

19) MANAGEMENT COMPENSATION

a) Management fee will be paid on a per month per occupied unit basis, not to exceed the amount annually budgeted and approved in the Management Certification.

b) Site management will be paid from project funds for staff time on-site to conduct management activities.

c) Site manager will not live on site.

d) The Management Office of RFHA is open 8:30 am- 5:00 pm Monday, Wednesday, Friday and 8:30 am – 12:30 pm Tuesday and Thursday. After hours emergencies are handled by maintenance workers on an on-call basis. The emergency contact number is 1-715-760-1098 and is posted in several locations in each building. Tenants are provided a refrigerator magnet with the emergency after hours phone number.

RFHA has reviewed and approved the updated Management Plan.

________________________________________ __________________________
RIVER FALLS HOUSING AUTHORITY   DATE

10/2010
6/2011
6/2014
INTERIM RECERTIFICATION POLICY

Assisted households must report the following changes if they occur between regularly rescheduled income recertifications.
1) When household composition changes.
2) When there is an increase in the household income of $100.00 per month or greater.

Households may request an Interim when their medical expenses or childcare costs increase by $100 per month or greater.

Households may request an Interim when their income decreases. The Interim will become effective after the Housing Authority is able to verify that the change in income is ongoing.
a) In the case of decreased child support, third party verification that the payments will decrease or three months of consistently reduced payments will be needed to verify the change.

Households must report the above changes within 10 days of the date the change occurred. The Housing Authority reserves the right to delay the effective date of a rent decrease and/or to retroactively change household rent based on the receipt of third party verification. Interims will not be done when the income decrease is for less than one month.

When the Housing Authority delays the effective date of the interim, no late fees or other penalties will be imposed on the resident. Landlords of Section 8 Voucher holders will be notified that there is a pending change to the rent portions and that no penalty should be imposed on the tenant for late payment of rent. The Housing Authority will make adjusted Housing Assistance Payments when the interim has been verified and completed.

The Housing Authority may deny an interim rent change when the household deliberately caused its income to decrease to avoid paying rent.

Interim rent changes will be effective on the following schedule:
a. If the income increase is reported within 10 days of the change, the rent increase will be effective with 30 days’ notice;
b. If the income increase is not reported within 10 days of the change, the rent increase will be effective the first of the month following the month in which the income change occurred;
c. Income decreases will result in a rent decrease the first of the month following the report of the decrease;
d. Expense increases which result in a rent decrease will be effective the first of the month following the report of the change.

Verification of reported income/expense changes will be obtained through:
a. third party verification;
b. For Public Housing tenants and Housing Choice Voucher participants, current consecutive pay check stubs, an employer termination notice, other documentation provided by the tenant/participant;
c. Receipts for daycare or medical expense increases which have not been included in the calculation of anticipated income/expenses for the annual income certification.
Rent changes will be effective according to the above schedule. Rent change reports must be verified and completed by the 23rd of the month to be implemented in the following month. Should verifications be received after that date, the change will become effective retroactively. Retroactive decreases of tenant rent will be credited or reimbursed to the tenant in the month verification is complete.
REASONABLE ACCOMMODATION POLICY

The Housing Authority of the City of River Falls is a public agency that provides low rent housing to eligible families, elderly families and single people. The Housing Authority does not discriminate against applicants on the basis of their race, religion, sex, national origin or disability. In addition, the Housing Authority has an obligation to provide “reasonable accommodations” to applicants and tenants if they have a disability.

A “reasonable accommodation” is some modification or change the Housing Authority can make to its apartments or procedures that will assist an otherwise eligible applicant with a disability to take advantage of the Housing Authority programs. Persons with disabilities may need a reasonable accommodation in order to take full advantage of RFHA housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability.

This policy clarifies how people can request accommodations and the guidelines RFHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, RFHA will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

Reasonable accommodations for persons with disabilities
1. Upon request and verification, RFHA will provide reasonable accommodations for an eligible Applicant’s or Tenant’s disability. An accommodation may include making exceptions to rules, policies, or procedures and/or making and paying for structural alterations to a unit or common area(s). RFHA is not required to provide accommodations that constitute a fundamental alteration to RFHA program or which would pose an unreasonable financial and administrative hardship. RFHA will consult with regulatory agencies and an attorney to determine whether unusual accommodations will cause a financial or administrative hardship.
2. If more than one accommodation is equally effective in providing access to the RFHA’s programs and services, RFHA retains the right to select the most efficient or economic choice. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by RFHA if there is no one else willing to pay for the modifications. If another party pays for the modification, RFHA will seek to have the same entity pay for any restoration costs.
3. If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, RFHA will generally approve such request if it does not violate codes or affect the structural integrity of the unit.
4. Any request for an accommodation that would enable a resident to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, smoking in a non-smoking apartment, disturbing the peaceful enjoyment of others, etc.

Questions RFHA will ask before granting the requested accommodation
1. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition). If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the
disability is not apparent or documented, RFHA will require verification that the person is a person with a disability.

2. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, RFHA will require documentation that the requested accommodation is needed due to the disability. RFHA will not inquire as to the nature of the disability.

3. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
   a. Would the accommodation constitute a fundamental alteration to RFHA’s business practices and procedures? RFHA’s business is housing. If the request would alter the fundamental business that RFHA conducts, that would not be reasonable. For instance, we would deny a request to have the staff do grocery shopping for a person with disabilities.
   b. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, RFHA may request a meeting with the individual to investigate and consider equally effective alternatives.

4. Generally the individual knows best what it is they need; however, RFHA retains the right to be shown how the requested accommodation enables the individual to access or use RFHA’s programs or services.

5. As a Reasonable Accommodation to a tenant currently living in RFHA assisted housing; RFHA may issue a Housing Choice Voucher to a current tenant who requires modifications to the assisted unit which are physically or financially unreasonable in that dwelling unit but are in place in another housing unit. The issuance of a Housing Choice Voucher will ensure that the tenant continues to pay 30% of his/her income for rent.

**MEDICAL EXPENSE ALLOWANCE POLICY**

When calculating adjusted household income, River Falls Housing Authority will deduct from a family’s gross annual income the unreimbursed medical expenses, which exceed 3% of the gross annual income of a family when the head of the household is elderly or disabled.

Medical Expenses are the costs associated with routine, ongoing medical care for the 12 months following the effective date of the certification/recertification, which are not covered by insurance. Medical expenses are determined by verifying prior year expenses for medical insurance, routine care, and payments on care received in the past 12 months.

Medical expenses that will be used as a deduction from gross annual income include:
- Medical, prescription and dental insurance premiums
- Routine care by doctors, dentists, chiropractors and health care professionals
- Prescription medicines
- Over the counter medications with a doctor’s prescription
- Medical care of a permanently institutionalized family member IF his/her income is included in annual income
- Cost of care of a service animal to the extent the service animal is trained and certified to assist a visual, hearing or physically impaired tenant
- Cost for care that enables the tenant to live independently in the apartment
All medical expenses must be verified by a third party such as a physician, dentist, pharmacist, insurance company, etc.

Expenses which will not be deducted include:
- Payments made for hospitalization or emergency costs
- Over the counter medications without a prescription
- Supplements
- Lifeline
- Food or food supplements
- Medical supplies or equipment
- Housekeepers
- Transportation expenses for medical appointments (Medical Mileage)
- One time purchases of apparatus such as shower chairs and scooters

Adopted 2011-04
Reviewed 2015-04
Rev. 2017-06

**SMOKE-FREE POLICY**

A smoke-free living policy for Windmill Place, Oakpark, Edgewater, Briarwood, Riverview Manor, and RiverTown Homes (Family housing) considers the following issues:
- **Health and welfare of residents** – There are significant health risks associated with second-hand smoke. The long term effects of e-cigarettes are unknown; the selected buildings’ construction and ventilation systems do not isolate smoke within an individual unit;
- **Insurance** – Reduced cost for non-smoking properties; reduced risk of fires caused by negligent smoking;
- **Turnover costs**- Cleaning costs for units formerly occupied by smokers are almost double those of a non-smokers unit;

Therefore, effective October 01, 2017, smoking will not be permitted anywhere in the Windmill Place, Oakpark, Edgewater, Briarwood, Riverview Manor, and RiverTown Homes buildings, or within 25 feet of the above buildings.

Smoking means: inhaling, exhaling, or carrying any lighted: cigar, cigarette, pipe or other smoking product or similar lighted product or any e-cigarette in any manner or form. Ashes and cigarette butts must not be disposed of within 25 feet of any Housing Authority Building. Ashes and cigarette butts must be properly disposed of in designated receptacles and/or dumpsters.

Tenants are responsible for ensuring that their family members, guests/visitors do not smoke anywhere in, or within 25 feet of, Windmill Place, Oakpark, Edgewater, Briarwood, Riverview Manor, and RiverTown Homes.

River Falls Housing Authority cannot a guarantee a smoke-free environment. Designating the buildings as smoke-free does not make Management the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit or common areas. Management shall take reasonable steps to enforce the smoke-free terms of its leases. Management is not required to take steps in response to smoking unless management knows of smoking in or around the building or has been given written notice of said smoking.
Tenant agrees that the other Tenants at the above named properties are the third-party beneficiaries of Tenant's smoke-free addendum-agreement with Management. (i.e. Tenants’ commitments in the Addendum are made to the other Tenants as well as to Management). Violations of the new policy may be resolved in Court, but does not give a Tenant the right to evict another Tenant. Any suit between tenants herein shall not create a presumption that Management has breached the addendum.

This policy shall prohibit all new Tenants from smoking in Windmill Place, Oakpark, Edgewater, Briarwood, Riverview Manor, and RiverTown Homes, effective immediately. This policy shall prohibit all current Tenants from smoking in Windmill Place, Oakpark, Edgewater, Briarwood, Riverview Manor, and RiverTown Homes effective October 01, 2017.

This policy shall become part of and attached to, the lease. Failure to comply with this resolution is a lease violation and shall result in a 30 Day Notice of Lease Termination.

MAINTENANCE PLAN

GENERAL INFORMATION

River Falls Housing Authority (RFHA) provides responsive and responsible leadership in the delivery of housing opportunities to persons of low and moderate income. The mission of RFHA is to manage, maintain, and facilitate affordable housing in accordance with Federal and State Statute. We will partner with the community to assess housing needs and opportunities and be proactive, creative, and collaborative in the development and delivery of fair, safe, sustainable and inclusive housing programs.

RFHA properties have been constructed at various times beginning in 1971. Construction methods and requirements of the development period influence the maintenance needs of each development. Four low-rise apartment buildings provide 139 apartments for elderly and disabled persons: Riverview Manor, Edgewater, Briarwood, and Oakpark. These developments are similar in that each is a separate building that is two-storied with elevators, off street parking, laundry rooms, social rooms, and security phones at the entries. These buildings have hot water heat. Most of the units have storage in the unit.

Windmill Place, constructed in 2007, has 24 units each with its own washer, dryer, dishwasher, garbage disposal, handicapped accessible shower, in unit storage, and air conditioners. Windmill Place has underground heated parking, sprinkler fire suppression, and electric baseboard heat. Windmill Place is a no–smoking facility that is open to persons over age 55. Amenities are identified as heated covered parking, washers, dryers, dishwashers, and air-conditioners. When an amenity is not working, it will be treated as a routine work order, not a priority work order.

In addition to senior housing developments, RFHA has a family development of 37 town-home/duplex units. There are three one-bedroom units, 18 two-bedroom units, 14 three-bedroom units, and 2 four-bedroom units. Each has a full basement, individual gas forced air furnace, and gas water heater. Laundry and cable/satellite TV hook-ups are provided. Appliances provided are a stove (gas or electric) and a refrigerator

STAFFING PLAN
The Executive Director is responsible for the day-to-day operation of RFHA. The Executive Director ensures that policies and procedures instituted by the Board of Commissioners are implemented as intended. All staff report to the Executive Director or his/her designee.

The Maintenance Division consists of three full time employees and one part time employee: Facilities Manager, two Maintenance Technicians and a Custodian. One Maintenance Technician is assigned to work 20 hours per week at the Prescott Housing Authority site. RFHA may utilize a part-time maintenance employee through the Experience Works program. Summer help is hired to perform grounds work. The Facilities Manager directs staff, assigns maintenance tasks for all developments, and is responsible for all day-to-day maintenance operations.

GOALS AND OBJECTIVES

The goals and objectives of RFHA Maintenance Department are: to maintain the property in a condition equal to or greater than HUD Uniform Physical Condition Standards (UPCS); to meet and exceed all maintenance related Public Housing Assessment Subsystem indicators; to maximize occupancy; and to utilize the existing staff with a reasonable amount of overtime or compensatory time, within budget, and on schedule.

ROUTINE AND SEASONAL WORK

The Facilities Manager is responsible for assigning, scheduling, and monitoring completion of routine and seasonal work.

Winter seasonal work:
  Clear common area walkways of snow and apply salt as needed

Summer seasonal work:
  Maintain common area grounds, landscaping, gutters, exterior siding, trim and doors

Spring seasonal work:
  Clean common areas, including windows (inside and out), carpets, and walls.

Routine work:
  Testing and maintenance of common area smoke detectors, fire alarms, emergency lighting, HVAC systems, plumbing systems, electrical systems, as well as RFHA vehicles and equipment.

To assist the maintenance operation, RFHA will utilize the following service contracts:

Boiler testing/servicing    Carpet cleaning    Elevator Maintenance
Extermination               Fertilizing and weed control  Fire extinguisher testing
Furnace testing/servicing  Sprinkler testing   Snow plowing
Trash hauling /recycling   Vacant unit painting  Window washing

All service contracts will be procured in accordance with RFHA’s procurement policies, based upon HUD regulations at 24 CFR 85.36. Contractors shall be selected using the competitive-proposal method. Service contracts are executed for a two-year term.

*HUD Uniform Physical Condition Standards are more stringent than those of USDA Rural Development. The more stringent standards will be applied to all HA properties.
Annual fire drills are scheduled to test the common area smoke detectors, and fire alarms. Tenants are required to participate in the fire drill. Tenants who cannot hear the hallway smoke detector alarms during these fire drills will have a smoke detector for hearing-impaired persons installed in their unit. Smoke detectors in each apartment are tested during annual inspections.

Testing of the following systems is scheduled, and completed by the Facilities Manager or designee.

<table>
<thead>
<tr>
<th>System</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoke detectors/alarms in units</td>
<td>Annually, at inspection time</td>
</tr>
<tr>
<td>Emergency lighting</td>
<td>Monthly</td>
</tr>
<tr>
<td>Windmill Place sprinkler</td>
<td>Quarterly</td>
</tr>
<tr>
<td>HVAC</td>
<td>Monthly filter replacement; Annual service</td>
</tr>
<tr>
<td>Fire alarms</td>
<td>Annual test by contractor</td>
</tr>
<tr>
<td>Elevator call for assistance</td>
<td>Monthly test by contractor</td>
</tr>
<tr>
<td>Vehicles</td>
<td>Service as scheduled and repairs as needed</td>
</tr>
<tr>
<td>Lawn/snow removal equipment</td>
<td>Service as scheduled and repairs as needed</td>
</tr>
</tbody>
</table>

SEASONAL TENANT RESPONSIBILITIES

Residents of the family units (and 4-plex) are responsible for yard maintenance including mowing, weeding, and trimming shrubbery, shoveling/salting sidewalks leading to the unit, and shoveling the area around their vehicle.

Residents of the apartment buildings must remove snow from their vehicle and parking space. Tenants are not expected to move their vehicle to accommodate snow removal. Tenants are responsible for care of their unit including carpet cleaning and washing windows or having them cleaned. RFHA will contact window cleaning services to negotiate a reasonable rate when several tenants agree to have windows washed on a single day.

WORK ORDERS

The basic processing of work orders will be as follows:

a. A regular work order may be requested by a tenant, staff, commissioner or the general public. Management staff will require the following information to complete a work order request: tenant name, address (Building name, and unit #), and item needing attention. Staff will inform the tenant that requesting a work order indicates permission to enter the apartment to complete the work order whether the tenant is present or not. There must be 2 maintenance employees present when there are children under 18 in the unit without an adult present.

b. Work orders are entered in Excel/Workorders within 15 minutes of receiving the request. Emergency work orders will be given priority status in Excel/Workorders and Maintenance staff will be contacted immediately by phone. Emergency work orders include: overflowing/unusable toilets; smoke detectors that fail to test or sound repeatedly; gas leaks; life threatening conditions; no heat (during winter months). Emergency work orders will be abated or corrected within 24 hours of receiving the work order.

c. The Facilities Manager will assign work orders based upon the time received as well as the level of importance (e.g. routine vs. emergency). Electrical hazards, inoperable plumbing fixtures, no heat, and inoperable smoke detectors are highest priority. Routine work orders will be batched by location and processed in sequence. Level of difficulty will generally not have a bearing on the order of completion. The Facilities Manager will determine whether the repair is to be completed
by staff or by a contractor. Staff will address tenant generated routine work orders within 3 days of the request. The attending Maintenance Technician will abate the problem, complete the repair or order parts for making the repair. Abated work orders or repairs awaiting parts will be finished upon receipt of the parts or by a contractor, as needed. A door tag will be left by the Maintenance Technician indicating that the repair was completed, abated or parts were ordered. The Facilities Manager will alert the Property Manager if repairs cannot be completed within a timely manner. Work orders generated as a result of an inspection will be categorized as capital improvements or routine work orders. Capital improvement work orders will be aggregated, bids requested and a contract awarded to complete as funds are available. Routine inspection work orders will be assigned and completed in the order in which they were received as well as the level of importance.

d. The Facilities Manager will indicate in Excel/Workorders, the date the repair was completed, the work performed, and by whom. If a tenant will be charged for the work, the Facilities Manager notifies the Office Manager who will send an invoice to the tenant.

e. If conditions in a dwelling unit are found to be unsanitary and unsafe during completion of a work order, the Maintenance Technician will inform the Property Manager of the conditions immediately.

TENANT CHARGES

RFHA will annually review costs for replacing, and recycling florescent bulbs, compact florescent light bulbs, LED lights, damage charges, and fines for failure to maintain the dwelling unit as required in the lease. Tenants will be charged according to the current list. (Appendix a)

INSPECTIONS

Living units and major systems inspections are required annually to confirm compliance with HUD and Rural Development regulations. The inspections will be evenly scheduled over the year to allow time for corrective, and follow-up work.

1. Frequency
   a. All dwelling units of RFHA will be inspected at least annually by the Property Manager.

   b. Additional inspections include a Move-In inspection, a Pre-Vacate inspection, and a Move-Out inspection. Rural Development, and HUD periodically conduct monitoring inspections, in addition to the annual inspections conducted by Housing Authority staff.

   c. A Move-In inspection will be conducted with the resident at the time the tenant takes occupancy to note any preexisting conditions. Upon receipt of a Notice to Vacate, a Pre-Vacate inspection will be conducted by both the Property Manager and Maintenance Technician to estimate time, materials, and contractors needed to bring the unit to re-rental condition. A Move-Out inspection will be conducted in all vacant apartments within (1) working day after becoming vacant to determine charges for tenant damages.

2. Standards
   a. Annual inspections will utilize the Housekeeping Standards establish by RFHA. Inspections will be conducted in accordance with HUD UPCS. All conditions noted during any inspection that do not meet UPCS will be documented in writing on the inspection sheet.
b. Inspectors will inspect common areas in accordance with UPCS. Inspectors shall note evidence of water infiltration, and insect infestation in common areas as well as the units.
   i. Common area deficiencies will be identified as either capital improvements or routine work order items. Capital improvements will be scheduled for repair in future budgets unless the deficiency creates a hazard. A work order will be written for routine common area repairs.
   ii. Infestation in common areas will be treated as a work order item.
   iii. Evidence of water infiltration can be seen in clogged gutters, damp walls, mildew or mold. Tenants are expected to keep mold and mildew from their apartments through routine cleaning. Basements in the Family units tend to be damp during the summer and may show signs of mildew. A mold cleaning kit will be provided to tenants as needed.

3. Correction of Deficiencies
   a. Unit deficiencies which are UPCS violations will be documented on the inspection form.
      i. Issuance of a work order specifying the deficiency. Property Managers will describe the problem with as much detail as needed to guide the Facilities Manager in scheduling the repair. (For example: do not say the faucet doesn’t work. Say the kitchen faucet leaks at the base.)
   b. Unit Deficiencies which are not UPCS violations will also be documented on the inspection form.
      i. Issuance of a work order indicating the needed repair.
      ii. Capital improvement items or items found in several apartments during annual inspections will be included in the budget for in the next fiscal year.
      iii. Units will not “fail” the inspection for UPCS deficiencies.
   c. Unit Deficiencies which are Housekeeping violations will be documented on the inspection form and the unit will “fail” the inspection.
      i. Failed inspections will be re-inspected within two weeks to verify that the violation has been corrected.
      ii. Units which fail Housekeeping inspections after the second inspection may be cause for lease termination or further action. The Property Manager will follow up by terminating the tenancy, referring the tenant to human services, or involving family members in correcting the housekeeping problem.
      iii. Issuance of a work order indicating any needed repair(s).
      iv. Property Managers will report the number of units which fail Housekeeping Inspections to the Executive Director.

AFTER HOURS EMERGENCIES

1. The Facilities Manager will ensure that employees are available to respond to after-hours emergencies.
2. Tenants are provided with a cell phone number to call in the event of an after-hours emergency. The tenant having the emergency shall let the maintenance technician and/or contractor enter their apartment.
3. Maintenance staff will share equally in carrying the cell phone after-hours. For example, each staff member may carry the phone for a one week period of after-hours response and then pass it on to the next staff member for an equal period of time. The assigned staff member shall be paid $50 per week for carrying the phone and responding to after-hours calls. Each staff member will be responsible for making arrangements to trade time with other staff members if vacations and/or sick time conflicts with responding to after-hours emergencies. Staff responding to an emergency shall be paid a minimum of one hour. All hours worked on after hours emergencies shall be paid at 1.5 times the normal hourly rate.
4. The contacted employee may abate the emergency, call another employee, or call a contractor, as necessary.
5. The Resident Assistant may be the initial contact for a tenant with an after-hours maintenance emergency. The Resident Assistant can calm, and assist the tenant. The Resident Assistant does not correct the emergency but may stop further damage by shutting off running water or suggesting options (i.e. using the community room refrigerator, common area restroom, etc.) until the emergency can be corrected.

CAPITAL IMPROVEMENTS

1. HUD properties: Riverview Manor and Family units will use the Capital Fund Program for capital improvements that have been identified through the Capital Needs Assessment, annual inspections, energy audits, or the system’s life expectancy. Capital improvements budgets will be reviewed and approved by the Board of Commissioners annually.
2. Rural Development properties: Edgewater, Briarwood, Oakpark, 4-plex will use the Reserve Funds for Capital Improvements. Capital improvements will be identified through the Capital Needs Assessment, annual inspections, energy audits, or the system’s life expectancy. Capital improvements budgets will be reviewed and approved by the Board of Commissioners annually.
3. Windmill Place will budget for capital improvements to be completed using annual revenue. Reserves for replacements may only be accessed with approval of the investor member, Great Lakes Capital Fund.
4. Procurement of goods and services will be conducted in accordance with RFHA’s Procurement policies. Contractors will be selected through the competitive bidding proposal method. The Executive Director will manage the procurement process for capital improvement items.
5. As-built plans and specifications are kept in RFHA archives. The Executive Director or designee, with architect help, will be responsible for updating them as project modifications are made.
6. The Facilities Manager and Property Managers will recommend capital improvements for future budgets, and will schedule work in accordance with the approved budget.
7. Energy saving measures will be considered when capital improvements are needed. Appliances will be replaced with Energy Star appliances Lighting will be replaced with LED of CFL as appropriate.

MATERIALS, SUPPLIES AND EQUIPMENT

1. The Facilities Manager will order materials, supplies, and equipment as needed to ensure timely completion of routine work orders.
2. Use of RFHA credit card is authorized for purchase of routine supplies, equipment and service.
3. Costs for materials, supplies, equipment and scheduled contracts are included in the operating budget. The Facilities Manager routinely compares prices offered by suppliers to ensure that RFHA pays the lowest reasonable price for materials, supplies and equipment.

BUDGET

1. The Executive Director shall prepare a budget for approval by the Board of Commissioners. The budget will be developed based upon established goals, schedules, staff requirements and known income sources.
2. The Facilities Manager and Property Managers will assist the Executive Director in budget development by monitoring practices, procedures, and purchases and recommending changes which may improve efficiency.
3. The Facilities Manager and Property Managers will review budgets, schedule improvements and monitor unit turnover expenses in accordance with the approved budget.

MAKING VACANT UNITS READY FOR OCCUPANCY

The goal is to return vacant apartments to occupancy in less than 14 days. In the case of a glut of vacancies or extensive damage to an apartment, outside contractors may be utilized to expedite the preparation of vacant units for occupancy.

The procedures for preparing apartments for occupancy are:
1. Upon receipt of a Notice to Vacate from a tenant, the Property Manager and a Maintenance Technician will schedule and conduct a Pre-Vacate inspection. The Property Manager will advise the tenant of any obvious repairs for which the tenant will be charged. The Maintenance Technician will prepare a list of materials, equipment and contractors needed to prepare the unit for re-rental considering preventive maintenance needs, damage repairs and routine maintenance requirements. See Appendix c for the checklist.
2. The Maintenance Technician will purchase/order/schedule materials and work as needed to assure timely completion of work and minimal vacancy.
3. Upon vacancy, the Property Manager will inspect the apartment within one day of receiving the keys from the former tenant and generate a work order listing additional items to be repaired or replaced. The Property Manager will complete the return of security deposit form, determine charges for tenant caused damages and submit the form to the Office Manager.
4. The Maintenance Technician will begin work on the apartment within 3 days of receiving the work order.
5. Items listed will be checked off the work order and Pre-Vacate list as they are completed. When all items are completed, the work order shall be marked complete and email-forwarded to the Property Manager. Additionally the work order shall be printed, the Pre-Vacate list shall be attached to the printed work order and forwarded to the Executive Director.
6. Upon receipt of the emailed work order, the Property Manager will inspect the unit to ensure the ready status.
### APPLIANCE FEES (MONTHLY)

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laundry (Elderly/Disabled)</td>
<td>$10.00 Per Person</td>
</tr>
<tr>
<td>Washer (RiverTown Homes)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Dryer (RiverTown Homes)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Dishwasher</td>
<td>$3.00</td>
</tr>
<tr>
<td>Freezer up to 10 CF</td>
<td>$5.00</td>
</tr>
<tr>
<td>Freezer over 10 CF</td>
<td>$7.00</td>
</tr>
<tr>
<td>Air Purifier (Leased from RFHA)</td>
<td>$11.00 Per Month-3 years Max</td>
</tr>
<tr>
<td>Air Purifier Filter</td>
<td>$5.00 Per Month-2 years after 3 year lease is up</td>
</tr>
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</table>

### AIR CONDITIONERS (PER SEASON)

<table>
<thead>
<tr>
<th>Location</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverview Manor</td>
<td>$55.00</td>
</tr>
<tr>
<td>Edgewater/Briarwood</td>
<td>$70.00</td>
</tr>
<tr>
<td>RiverTown Homes (RiverTown Homes)</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

### LIGHT BULBS

- Bathroom Globes: $3.00
- CFL Bulbs: $4.00
- Fluorescents: 2', 3', 4': $6.00
- Circle Lamps: $9.00

### REPAIR CHARGES

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shade</td>
<td>$8.00</td>
</tr>
<tr>
<td>Screen (Repair)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Screen (Replace)</td>
<td>$40.00</td>
</tr>
<tr>
<td>Bedroom Door (Replace)</td>
<td>$144.00 (cost + labor)</td>
</tr>
<tr>
<td>Burner Pan or Ring (Replace)</td>
<td>$7.50 Each</td>
</tr>
<tr>
<td>Non Routine Repairs (Labor)</td>
<td>$34.00 Per Hour</td>
</tr>
<tr>
<td>Non Routine Repairs (materials)</td>
<td>AT COST</td>
</tr>
</tbody>
</table>

### FURNITURE DISPOSAL

- $25.00 Per Item

### APPLIANCE/ELECTRONICS DISPOSAL

- Not Available

### WINDOW CLEANING

- Prescott Only: $10.00 Per Window

### REPLACEMENT/ADDITIONAL KEYS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apt</td>
<td>$5.00 Each</td>
</tr>
<tr>
<td>Mailbox</td>
<td>$5.00 Each</td>
</tr>
<tr>
<td>RiverTown Homes Shed</td>
<td>$5.00 Each</td>
</tr>
<tr>
<td>Storage Room</td>
<td>$40.00 Deposit</td>
</tr>
<tr>
<td>RiverTown Homes</td>
<td>$40.00 Deposit</td>
</tr>
<tr>
<td>Building</td>
<td>$40.00 Deposit</td>
</tr>
<tr>
<td>FOBS</td>
<td>$40.00 Deposit</td>
</tr>
</tbody>
</table>

### MOVE-OUT:

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean-Out/Clean-Up</td>
<td>$24.00 Per Hour</td>
</tr>
<tr>
<td>Dispose of Furniture-Appliances</td>
<td>$25.00 Each</td>
</tr>
<tr>
<td>Dispose of Appliances/Electronics</td>
<td>AT COST $65 per item</td>
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<tr>
<td>Dumpster (if required)</td>
<td>AT COST (apx $300.00)</td>
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<tr>
<td>Repairs (Labor)</td>
<td>$34.00 Per Hour</td>
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</tbody>
</table>
Repairs (Materials)  AT COST

FINES

Unshoveled Walk/Parking Space $25.00
Unmowed Lawn (RTH) $25.00
Trash Bins Out After Deadline (RTH) $5.00 Each

* cost shown includes cost of bulb disposal.
Incandescent bulbs will no longer be provided

Revised 2019-03

G/MASTER FORMS/TENANT CHARGES
WORK ORDER FLOW CHART

CREATING A WORK ORDER
1) Receive request for work order
   a. Phone call or walk in
2) Enter information in Excel
   a. Location
   b. Today’s date
   c. Priority Status
      i. If Urgent, call & advise Facilities Manager immediately
   d. Description of work to be done
   e. Category
   f. Contact information
      i. Select correct tenant from tenant list
3) **Is W.O. top priority?** (Overflowing/unusable toilet; smoke detector that fails to test or sounds repeatedly; gas leak; life threatening condition.)
   YES- insert priority, mark on work order, then save, and close
   Inform the Facilities Manager of the priority work, and unit address
   NO - save, and close

COMPLETING WORK ORDERS
1) Are there priority work orders? (Overflowing/unusable toilet; smoke detector that fails to test or sounds repeatedly; gas leak; life threatening condition.)
   YES- Investigate immediately
   NO- Put on schedule in order received
2) Knock before entering unit. Is anyone home?
   YES- Is person over 18
      YES- Proceed with repair
      NO- Leave door tag requesting confirmation when adult is present or unit is vacant
   NO- Does Maintenance have permission to enter?
      YES- Proceed with repair
      NO- Leave door tag requesting confirmation of when tenant will be home.
3) Is problem resolvable by staff?
   YES- Resolve Issue
   NO- Contain situation - Contact Subcontractor
4) Leave Door Tag explaining status of situation
5) Update work order with status of situation
6) Set reminder task for follow-up if necessary

WORK ORDER FOLLOW-UP
1) Is there a charge to Tenant?
   YES - List items & costs to be charged to tenant on W.O.
      Forward copy of W.O. to Office Mgr.
      Office Mgr bills tenant & records charge(s) in QuickBooks
   2) Enter date work order is completed
   3) Enter name of Maintenance Technician completing Work order
List of repairs/replacements/cleaning in vacant units includes the following items by area:

Floors
- Carpet Repair or replacement (take up existing)
- Carpet cleaning
- Vinyl repair or replacement
- Floor waxing

Walls
- Repairs - patching, and priming
- Cleaning to prepare wall for painting
- Painting - touch up and/or repainting
- Wall base - cleaning, reattachment and/or replacement

Windows
- Replace missing, and damaged hardware
- Repair frame
- Clean inside, and outside

Doors
- Hinges - lubrication, adjustment and/or replacement
- Locks - lubrication, adjustment and/or replacement
- Latches - lubrication, adjustment and/or replacement
- Opening/closing
- Surfaces - patching/repair
- Finish - touching up or refinishing

Electricity
- Outlets – replacement
- GFCIs – replacement
- Switches – replacement
- Cover Plates - replace if broken or cracked
- Fixtures - replace older inefficient fixtures
- Bulbs - upgrade to CFLs

Plumbing
- Kitchen Sink - repair/install low flow aerator
- Bathroom Sink - repair/install low flow aerator
- Tub/shower - repair/install low flow showerhead

Heating
- Furnace or baseboard operation, and condition - repair or refinish
- Thermostat operation - repair or replacement
- Replace register covers in Family Units

Ventilation
- Kitchen range hood cleaning, and repair or replacement
- Bathroom exhaust fan cleaning, and repair or replacement

Cabinetry
- Doors - stain, finish and/or hinge repair or replacement
- Drawers – repair
- Shelves - repair, refinish and/or replace
- Frame - repair, refinish and/or replace
- Countertops - replace damaged countertops

Basement in Family Units
- Paint walls with waterproofing paint
- Ensure that water heater, furnace, breaker box are in working order
- Remove cabinets
INCIDENT REPORTING PROCEDURE

Illegal activities and damage to property should be reported to the River Falls Police Department as well as to the Housing Authority.

Tenants are expected to conduct themselves in a respectful and neighborly manner. A Tenant Code of Conduct is part of each Tenant’s Lease. The following procedure is used when an incident occurs that appears to violate the Code of Conduct and disrupts the normal routine of the development.

1. When a tenant considers calling the office to complain we ask tenants to put themselves in their neighbor’s shoes; i.e. Which would you prefer; having your neighbor talk to you when you’ve done something to upset them or receiving a warning letter from the office? The first step is to try to resolve the conflict by talking directly to the person causing the problem.

2. If the problem recurs, complete the Housing Authority Incident Report and return it to the office as soon as possible after the incident. A supply of these forms will be kept in the Community Room of each building.

3. The Housing Authority will promptly investigate written incident reports through the use of (1) informal inquiries; and/or (2) police reports; and/or (3) investigative services.

4. Frivolous complaints, false accusations or complaints that are not related to lease violations may be found to not have merit. Reports with merit will be handled according to State law which requires giving warning notices when the report has merit, is verified and can be documented. Reports which are not lease violations will be referred to other resources for appropriate action.

5. Housing Authority employees will not report back to the reporting tenant what action has been taken.

6. Keep making reports if the disruption continues. When Management sends a notice to correct a lease violation we expect that the tenant will correct his/her behavior. If we don’t hear anything more about the problem we believe that it has stopped.

7. A tenant may be asked to personally verify statements during an informal hearing. Every tenant has the right to an informal hearing when the Housing Authority takes action against them. Although Management will not release the reporting tenant’s name, we can’t guarantee anonymity.

Tenants may, but are not required to bring complaints to the Board of Commissioners. Board meetings are open to the public and there is a time at the beginning of the meeting for tenants to bring-up building related concerns. The Board of Commissioners does not take action about complaints. Commissioners will refer the complaint to Management to take appropriate action. Management will determine the appropriate remedy according to Board approved policy and procedures, the lease, tenant-landlord laws and past practices.

3/2016
LIMITED ENGLISH PROFICIENCY (LEP) PLAN

I. PLAN STATEMENT
River Falls Housing Authority (RFHA) adopts this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines RFHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, participants and/or tenants.

II. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS
Meaningful access is free language assistance in accordance with federal guidelines. RFHA will periodically assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by RFHA.
2. The frequency with which with LEP persons using a particular language come into contact with RFHA.
3. The nature and importance of RFHA program, activity or service to the person’s life.
4. RFHA’s resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

III. LANGUAGE ASSISTANCE
1. A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to RFHA programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. RFHA will determine when interpretation and/or translation are needed and are reasonable.
3. RFHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and RFHA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, RFHA will make reasonable efforts to provide free language assistance. If reasonably possible RFHA will provide the language assistance in the LEP client’s preferred language.
4. RFHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

IV. LANGUAGE ACCESS PLAN
1. RFHA has developed this LEP plan to provide interpreting services as needed/requested.
   a. Data – Available data shows very few LEP persons in the RFHA jurisdiction. Data tables for the River Falls Schools and for schools in the western Wisconsin region are attached.
   b. Frequency of LEP persons contacting RFHA - In the last 5 years, only one Spanish speaking person contacted RFHA requesting interpreter services.
   c. Prior experiences and input from the community - Other service providers have had very few requests from LEP persons for interpreting services in the last 5 years.
   d. Available Resources - Interpreting services available to a rural community are limited. RFHA has identified interpreting services which are reasonably priced at the University of Wisconsin River Falls (UWRF) and an on-line organization, “Certified Languages International”.
2. Hierarchy of LEP services provided by RFHA
   a. Determine the need for LEP services
      i. When initial contact is in person, staff will use the “I speak” card to identify the language for which an interpreter is needed.
      ii. When initial contact is made over the telephone, the LEP person, or representative, must request an interpreter in a specific language.
   b. Informal Interpreters - RFHA will use informal interpreters unless otherwise requested or as identified in the Plan
      i. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. RFHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
      ii. An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the RFHA. If possible, the RFHA should accommodate an LEP client’s request to use an informal interpreter in place of a formal interpreter.
      iii. If an LEP client prefers an informal interpreter, after the RFHA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.
      iv. If an LEP client wants to use their own informal interpreter, the RFHA reserves the right to also have a formal interpreter present.
   c. Outside Resources: RFHA will use the following outside resources as interpreting services.
      i. UWRF International Student Volunteers - For the 2016-17 academic years, UWRF International Student Director will reach out to six students that can each interpret one of the following languages: Hmong, Vietnamese, Somali, Spanish, Chinese, and Arabic. These students will be asked to serve as volunteer language interpreters for the RFHA.
         • Students who are interested in serving as a language interpreter will provide their contact information (phone # and email) to UWRF International Student Director.
         • Volunteer language interpreters will be provided with an orientation to become familiar with RFHA. Volunteers will also receive training to understand what type of information needs to be translated and what type of liabilities that are involved. RFHA and ISS will work together on this training experience. This training will happen sometime in late September.
         • The RFHA will call a volunteer language interpreter when the RFHA needs assistance with face-to-face or phone call interpreting.
         • Volunteer language interpreters who complete a full year of service will be recognized by the RFHA with a certificate of service and possibly a recognition event.
         • At the end of the 2016-17 academic year, will evaluate the use of student volunteers to determine whether changes are needed and to continue with this collaboration.
      ii. Telephone interpretation provided by a contractor – Certified Languages International LLC, 4800 SE Macadam Ave. Suite 400 Portland OR 97239 is under contract to provide on-demand telephone interpretation services.
      iii. Other Outside Resources
         • Outside resources may include community volunteers, RFHA residents or Housing Choice Voucher/Section 8 participants.
Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

d. Translation of Vital Documents

1. RFHA has determined that no written translation is required. The LEP Safe Harbor Provision threshold applies because no LEP group constitutes more than 5 percent of the total tenant population AND is fewer than 1,000 households.

- HUD should provide prototype translations of standard housing documents in multiple languages in a timely fashion. HUD should provide this service to local housing authorities and the hundreds or thousands of other HUD grantees whose limited resources hinder their LEP efforts.

2. Formal Interpreters

- When necessary to provide meaningful access for LEP clients, RFHA will provide qualified interpreters. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.

- RFHA may require a formal interpreter to certify to the following:
  - The interpreter understood the matter communicated and rendered a competent interpretation.
  - The interpreter is covered by the Government Data Practices Act and will not disclose non-public data without written authorization from the client.

- Formal interpreters shall be used at the following:
  - Formal hearing for denial of admission to public housing;
  - Informal settlement conferences and formal hearing for termination of public housing;
  - Hearings or conferences concerning denial or termination of Section 8 Housing Choice Voucher participation.

V. MONITORING

1. RFHA will review and revise this LEP Plan from time to time. Upon review, RFHA will determine whether the LEP population Safe Harbor Provision threshold has been met.

2. If RFHA determines that translation of vital documents is necessary and appropriate, RFHA will translate the public housing lease and selected mailings and documents of vital importance into that language.

8/2016
# HOUSING AUTHORITY BUDGET REPORT FOR Dec. 2019

Year Ending June 2020

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<tr>
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| Investments | Reserves | 287,798.00 | 51,950.00 | 19,535.00 | 101,994.00 |
|            | Sec Dep | 25,874.00 | 26,987.00 | 8,615.00 | 2,652.00 | 8,100.00 |
|            | PILOT | 7,252.00 | 31,061.00 | 9,539.00 | 1,460.00 |
|            | CFP 2018 | 27,799.00 |
|            | CFP 2019 | 110,166.00 |
|            | Mgmt Fund | 351,773.00 |
### Vacancy and Re-Rental Activity Report Feb. 2020

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<th>UNIT TYPE</th>
<th>MOVE OUT</th>
<th>MOVE IN</th>
<th>APPLICANTS OFFERED</th>
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### ELDERLY/DISABLED APARTMENT TURNOVER BY MONTH

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<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
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<th>20-Jan</th>
<th>20-Feb</th>
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### FAMILY APARTMENT TURNOVER BY MONTH

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<th>FY 2018</th>
<th>FY 2019</th>
<th>19-Dec</th>
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### VOUCHER LEASING BY MONTH

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<th>FY 2018</th>
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<th>20-Jan</th>
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### HUD VACANT UNITS BY MONTH (RVM & Family)

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<th>19-Dec</th>
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<tbody>
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<td>4 (1 offline)</td>
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### OCCUPANCY REPORT

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### WAITING LIST REPORT

#### ELDERLY 1 BR LIST

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#### ELDERLY 2 BR LIST

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#### FAMILY

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### WAITING LIST

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### ISSUED & SEARCHING

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<tbody>
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</table>
River Falls Housing Authority
Five-Year Strategic and Capital Plan

Contents
2020-2025 Strategic Plan, Goals and Objectives
HUD 5-Year Plan Completed Template
Introduction to River Falls Housing Authority properties and programs
2019 Year in Review
Violence Against Women Policy
Administrative Plan
Management Plan
Capital Improvement Plans
2020-2025 Strategic Plan

Vision
River Falls Housing Authority provides responsive and responsible leadership in the delivery of housing opportunities to persons of low and moderate income.

Mission
River Falls Housing Authority manages, maintains and facilitates affordable housing in accordance with Federal and State Statute. Our mission is to partner with the community to assess housing needs and opportunities and to be proactive, creative and collaborative in the development and delivery of fair, safe, sustainable and inclusive housing programs.

Goals and Objectives
Goal 1. Increase Effective Partnering to Assess and respond to Community Housing Needs
Objective: Establish formal and informal relationships with landlords and community partners
Objective: Define new ways to deliver housing
Objective: Partner with others to increase affordable housing stock
Objective: Maintain data and coordinate with City of River Falls to support future development of affordable housing as funding is available

Goal 2. Maximize staff development and efficiency
Objective: Ensure that staff is able to assume responsibility for tasks
Objective: Facilitate staff ability to formulate and implement problem solving plans

Goal 3. Increase Board Development
Objective: 2 of 5 Commissioners annually attend the WAHA conference or Regional NAHREP conference
Objective: Annually review implementation of Strategic Plan
Objective: Annually review performance of Executive Director

Goal 4. Maintain excellence in management of Existing Housing Programs
Objective: Maintain high occupancy and utilization of Rural Development subsidy by minimizing unit turnover time
Objective: Maintain viable waiting lists for all unit types
Objective: Retain current residents through delivery of value enhancing programming
Objective: Maintain HUD High Performer score by monitoring HUD established performance indicators to receive maximum CFP grant

Goal 5. Increase Access to Capital
Objective: Identify and maximize sources of income
Objective: Investigate HUD Repositioning for existing Public Housing units
Objective: Increase utilization of Housing Choice Vouchers through private market rental long term contracts

Goal 6. To reduce energy consumption in housing management, maintenance and capital improvements
Objective: Conduct energy audits and green physical needs assessments for all properties
Objective: Ensure that costs for energy reduction are reasonable and balanced by usability
5-Year PHA Plan
(for All PHAs)

Purpose. The 5-Year Annual PHA Plan provides 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 PHA Name: River Falls Housing Authority

PHA Code: W1050

PHA Plan for Fiscal Year Beginning: (MM/YYYY):

PHA Plan Submission Type: X 5-Year Plan Submission

■ Revised 5-Year Plan Submission

Availability of information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans or their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

River Falls Housing Authority Five-Year Plan for 2020-2025 will be available in at River Falls Housing Authority, 625 N Main St., River Falls WI 54022 during business hours which are 8:30 – 5:00 Monday, Wednesdays, Fridays and 8:30 – 12:30 Tuesdays, Thursdays. The plan will be placed in the lobby of five of the Housing Authority buildings: Riverview Manor, Edgewater, Briarwood, Oakpark and Windmill Place.

■ PHA Customized: (Check box if submitting a Joint PHA Plan and complete table below)

Does not apply to River Falls Housing Authority

B. 5-Year Plan. Required for all PHAs completing this form.
B.1 Mission. State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years.

Vision
River Falls Housing Authority provides responsive and responsible leadership in the delivery of housing opportunities to persons of low and moderate income.

Mission
River Falls Housing Authority manages, maintains and facilitates affordable housing in accordance with Federal and State Statute. Our mission is to partner with the community to assess housing needs and opportunities and to be proactive, creative and collaborative in the development and delivery of fair, safe, sustainable and inclusive housing programs.

B.2 Goals and Objectives. Identify the PHA’s qualifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.

Goals and Objectives

Goal 1. Increase Effective Partnering to Assess and respond to Community Housing Needs
Objective: Establish formal and informal relationships with landlords and community partners
Objective: Define new ways to deliver housing
Objective: Partner with others to increase affordable housing stock
Objective: Maintain data and coordinate with City of River Falls to support future development of affordable housing as funding is available

Goal 2. Maximize staff development and efficiency
Objective: Ensure that staff is able to assume responsibility for tasks
Objective: Facilitate staff ability to formulate and implement problem solving plans

Goal 3. Increase Board Development
Objective: 2 of 5 Commissioners annually attend the WAHA conference or Regional NAHRO conference
Objective: Annually review implementation of Strategic Plan
Objective: Annually review performance of Executive Director

Goal 4. Maintain excellence in management of Existing Housing Programs
Objective: Maintain high occupancy and utilization of Rural Development subsidy by minimizing unit turnover time
Objective: Maintain viable waiting lists for all unit types
Objective: Retain current residents through delivery of value enhancing programming
Objective: Maintain HUD High Performer score by monitoring HUD established performance indicators to receive maximum CFP grant

Goal 5. Increase Access to Capital
Objective: Identify and maximize sources of income
Objective: Investigate HUD Repositioning for existing Public Housing units
Objective: Increase utilization of Housing Choice Vouchers through private market rental long term contracts

Goal 6. To reduce energy consumption in housing management, maintenance and capital improvements
Objective: conduct energy audits and green physical needs assessments for all properties
Objective: Ensure that costs for energy reduction are reasonable and balanced by usability
B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Attachment 1 - Goals and Objectives 2015 Year-end Report.

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.
Attachment 2 - Violence Against Women Policy

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

River Falls Housing Authority Board of Commissioners will review and approve amendments to all existing policies, leases and proposed policies. Policies which revise or create new procedures and are required by Federal funding agencies will not constitute significant amendments to the five-year plan. Modifications to Capital Improvements Plans which are necessitated by emergencies or Federal funding are not significant amendments. Reorganization of the workforce of River Falls Housing Authority is not a significant amendment.

A significant amendment to the five year plan is any revision which changes the nature or organizational structure of the Board of Commissioners.

B.6 Resident Advisory Board (RAB) Comments. All tenants are part of the Resident Advisory Board. Comments on the Five Year Plan may be provided to River Falls Housing Authority during business hours.

(a) Did the RAB(s) provide comments in the 5-Year PHA Plan?
Y □ N □

(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.

B.7 Certification by State or Local Officials.

Form HUD-50075-5, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.

This plan has been submitted to the state of Wisconsin for review.
Instructions for Preparation of Form HUD-50075-5Y
5-Year PHA Plan for All PHAs

A. PHA Information 24 CFR §500.3.23(4)(c)
   A.1 Include the full PHA Name, PHA Code, PHA Fiscal Year Beginning (MM/YY), PHA Plan Submission Type, and the
       Availability of Information, specific location(s) of all information relevant to the existing and proposed PHA Plan.

       PHA Contact(s): Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.
   B.1 Mission: State the PHA's mission for serving the needs of low-income, very low-income, and extremely low-income families in the
       PHA's jurisdiction for the next five years. (24 CFR §500.6(a)(1))

   B.2 Goals and Objectives: Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of
       low-income, very low-income, and extremely low-income families for the next five years. (24 CFR §500.6(b)(1)) For Qualified PHAs
       only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the
       PHA's 5-Year Plan.

   B.3 Progress Report: Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-
       Year Plan. (24 CFR §500.6(b)(2))

   B.4 Violence Against Women Act (VAWA) Goals: Provide a statement of the PHA's goals, activities objectives, and programs that
       will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.
       (24 CFR §903.6(a)(3))

   B.5 Significant Amendment or Modification: Provide a statement on the criteria used for determining a significant amendment or
       modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments:
   (a) Did the public or RAB provide comments?
   (b) If yes, submit comments as an attachment to the plan and describe the analysis of the comments and the PHA's decision made on
       these recommendations. (24 CFR §903.12(a), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 511 to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year Plan. The 5-Year Plan provides the PHA's mission, goals and objectives for serving the needs of low-income, very low-income, and extremely low-income families and the progress made for meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 56 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1731 et seq., and regulations promulgated thereunder at Title 24, Code of Federal Regulations. Responses to the collection of information are required to obtain statistical or other information which is not provided voluntarily. The information collected does not lend itself to confidentiality.
Riverview Manor & RiverTown Homes

- Riverview Manor - 36 efficiency apartments at 625 N Main St.
- RiverTown Homes - 33 duplex/townhomes on Kenney and Griffey Streets. 3 one-bedroom, 16 two-bedroom, 12 three-bedroom, 2 four-bedroom townhomes

**Federal Program:** HUD Public Housing

**Funding source:** Public Housing Operating Fund and Capital Fund

**Year Built:** 1971

**Who can live here:** Any low or moderate income person. Preference is given for persons who are over 62 or who are disabled.

**What is the rent:** Tenant rent is 30% of the gross adjusted household income but no less than $50. Income from assets is included in household income.

**Finances:**

There is no debt on this development.

Tenant rent pays 40% of the operating costs.

Congress allocates funding for all HUD programs annually. HUD recaptures excess reserves held by a Housing Authority.

**Operating funding** is determined using a formula which considers the cost of the utilities included in rent, cost of the audit, the age of the building, and the vacancy rate. Funds must be used for routine property management. Board of Commissioners approves the operating budget each year in April. Operating funding from HUD usually does not meet all of the operating costs and has not been awarded on a regular schedule.

**Capital Funding** is intended for non-routine maintenance and capital improvements. Annually, funds are awarded based on age of the property, type of structure and number of units. Board of Commissioners approve the five-year capital improvements plan and prioritize spending once Capital funds are awarded by HUD.
About River Falls Housing Authority

River Falls Housing Authority (RFHA) administers affordable housing programs within the city of River Falls and is under contract to manage affordable housing in two nearby communities. In River Falls, 264 households benefit from the federally funded income-based rent programs administered by the RFHA. In this community of over 15,000 people, waiting lists for affordable housing for families with children exceed 18 months and the waiting list for Housing Choice Voucher rent assistance is over 4 years long.

The Mission of RFHA is to provide responsive and responsible leadership in the delivery of housing opportunities to persons of low and moderate income. RFHA manages, maintains and facilitates affordable housing in accordance with Federal and State Statue. Our mission is to partner with the community to assess housing needs and opportunities and to be proactive, creative and collaborative in the development and delivery of fair, safe, sustainable and inclusive housing programs.

The housing portfolio administered by RFHA relies on federal funds. Two Federal agencies provide funding, regulations and oversight; Housing and Urban Development Department (HUD) and the United States Department of Agriculture (USDA).

- 75 HUD Housing Choice Vouchers are allocated by HUD. Since 2009 HUD has only provided funds for 82% of the allocated vouchers
- 37 low rent HUD Public Housing apartments for senior citizens and persons with disabilities
- 33 low rent HUD Public Housing town homes for families with children
- 102 USDA Rural Development 515 apartments for senior citizens and persons with disabilities
- 4 USDA Rural Development 515 town homes for families with children
- 24 Low Income Tax Credit/538 Guaranteed Loan/HOME apartments for persons over 55 years old
- 24 USDA Rural Development 515 apartments for senior citizens and persons with disabilities in Prescott
- 24 Section 8 New Construction apartments for senior citizens and persons with disabilities in Prescott
- 9 USDA Rural Development 515 apartments for low and moderate income persons in Elmwood.

332 Total units of affordable housing

RFHA has been repeatedly recognized by HUD for as a High Performer for public housing management and for Section 8 Housing Choice Voucher program management. USDA Rural Development has recognized RFHA for excellence in Property Management.

RFHA has been contracted to manage the Prescott Housing Authority, 2 private homes owned by the City of River Falls and Glen-Dor West in Elmwood in addition to managing the properties and programs in River Falls.

Tenants live independently and provide vibrancy and diversity to the City of River Falls. Many program participants volunteer at non-profit services in River Falls. The community of just over 15,000 citizens is proud to have vibrant public library, shopping, medical, recreation and education opportunities. Hospitals, clinics, pharmacies, grocery stores and businesses are supported by the active adults and families living in affordable housing.
Oakpark Apartments

- 25 units; 2 fully accessible one bedrooms, 21 one bedrooms, 2 two bedrooms

**Federal Program:** USDA Rural Development Section 515

**Funding Source:** Multifamily Direct Loan Section 515

**Built:** 1986

**Who can live here:** Persons who are over 62 and persons who are disabled.

**What is the rent:** Tenant rent is generally 30% of the household income but no less than the minimum rent. Of the 25 units, 8 receive Rural Development Rental Assistance which subsidizes the difference between 30% of a tenant’s income and the minimum rent.

<table>
<thead>
<tr>
<th>Minimum rent</th>
<th>Maximum rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>$473</td>
</tr>
<tr>
<td></td>
<td>$776</td>
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<tr>
<td>2 BR</td>
<td>$519</td>
</tr>
<tr>
<td></td>
<td>$824</td>
</tr>
</tbody>
</table>

**Finances:**
Rent pays the operating costs. Minimum and maximum rents are budget based. The minimum rent is the monthly per unit cost of routine operating costs. The minimum rent includes paying the mortgage on this property at 1% interest rate. As explained in the audit report, this building has an interest credit to reduce the cost of operating. The maximum rent includes a mortgage payment at the note rate as stated when the mortgage originally loaned to the Housing Authority.

The Board of Commissioners approves the operating budget and rent change annually. Routine operating expenses include replacement of appliances and carpets as needed. Budget planning takes into account anticipated unit turnover and costs to prepare units for re-rental. The Board-approved budget must be approved by Rural Development before becoming final.

A Reserve for Replacement account is a separate account for capital improvements. Monthly deposits are made to the project reserves. Rural Development approval is needed for any expenditure from the Reserve account.

This development was approved to receive Rural Development Demonstration Preservation Funds in 2007. Rural Development deferred mortgage loan payments for 20 years. This building has had all systems replaced and apartments remodeled in the past 13 years.
Edgewater/Briarwood

- Edgewater has 45 total units, 27 one-bedroom and 18 two-bedroom. Two one-bedroom units are fully handicapped accessible.
- Briarwood has 32 total units, 14 one-bedroom and 18 two-bedroom. Two one-bedroom units are fully handicapped accessible.

Federal Program: USDA Rural Development
Funding Source: Multifamily Direct Loan Section 515
Edgewater Built: 1976
Briarwood Built: 1979
Who can live here: Persons who are over 62 or who are disabled.
What is the rent: Tenant rent is generally 30% of the household income but no less than the minimum rent. Of the 77 units, 26 receive Rural Development Rental Assistance which subsidizes the difference between 30% of a tenant’s income and the minimum rent.

<table>
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<tr>
<td>2 BR</td>
<td>$575</td>
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Finances:
Rent pays the operating costs. Minimum and maximum rents are budget based. The minimum rent is the monthly per unit cost of routine operating costs. The minimum rent includes paying the mortgage on this property at 1% interest rate. These buildings have an interest credit to reduce the costs of operating. The maximum rent includes a mortgage payment at the note rate as stated when the mortgage was originally loaned to the Housing Authority.

The Board of Commissioners approves the operating budget and rent change annually. Routine operating expenses include replacement of appliances and carpets as needed. Budget planning takes into account anticipated unit turnover and costs to prepare units for re-rental. The Board-approved budget must be approved by Rural Development before becoming final.

A Reserve for Replacement account is a separate account for capital improvements. Monthly deposits are made to the project reserves. Rural Development approval is needed for any expenditure from the Reserve account.

In 2019 these two buildings were completely remodeled using a mortgage loan deferral and a grant to completely renovate the units and building systems.
4-plex Family Units

- 4 townhomes; 2-2 bedroom and 2-3 bedroom homes

**Federal Program:** USDA Rural Development Section 515

**Funding Source:** Multifamily Direct Loan Section 515

**Built:** 1990

**Who can live here:** Designated for families with children

**What is the rent:** Tenant rent is 30% of their income. Of the 4 units, 3 receive Rural Development Rental Assistance which subsidizes the difference between 30% of a tenant’s income and the minimum rent

<table>
<thead>
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<td>2 BR</td>
<td>$603</td>
</tr>
<tr>
<td>3 BR</td>
<td>$741</td>
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</table>

**Finances:**

Minimum and maximum rents are budget based. The minimum rent is the monthly per unit cost of routine operating costs. The minimum rent includes paying the mortgage on this property at 1% interest rate. As explained in the audit report, this building has an interest credit to reduce the cost of operating. The maximum rent includes a mortgage payment at the note rate as stated when the mortgage originally loaned to the Housing Authority.

None of the units are handicapped accessible. All units have the bathroom on the second floor and a full basement.

The Board of Commissioners approves the operating budget and rent change annually. Routine operating expenses include replacement of appliances and carpets as needed. Budget planning takes into account anticipated unit turnover and costs to prepare units for re-rental. The Board-approved budget must be approved by Rural Development before becoming final.

A Reserve for Replacement account is a separate account for capital improvements. Monthly deposits are made to the project reserves. Rural Development approval is needed for any expenditure from the Reserve account.
Section 8 Housing Choice Voucher
Federal Program: HUD Housing Choice Voucher Program.

61 Vouchers are currently funded. HUD has allocated 75 Vouchers to RFHA but has not provided enough funding for all 75.

Housing Choice Vouchers allow a low income household to rent in the private market. This program is a cost effective program to provide affordable housing using existing private market rental housing.

A Voucher program participant will find a rental unit on the private market. The landlord will conduct the rental process as with any prospective renter; including conducting background screening and executing his or her own lease. Voucher program participants pay 30% of their gross household income for rent directly to the landlord. RFHA pays the balance of the rent directly to the landlord.

Congress allocates funding for Housing Choice Voucher Program annually. HUD recaptures unused funds held by a Housing Authority.

There are two funding streams for the Voucher program; 1) Administrative fee is determined by the number of vouchers in use. Administrative Fees are for the costs of program administration. 2) Housing Assistance Payments pass through the Housing Authority to be paid to landlords.

HUD reimburses RFHA each month for payments made to landlords in the previous month.
Prescott Housing Authority

St. Croix Manor & Watertower Apartments

- St. Croix Manor has 24 one bedroom units
- Watertower Apartments has 24 one bedroom units. Two units are handicapped accessible.

Federal Program: USDA Rural Development & HUD

Funding Source: Multifamily Direct Loan Section 515 & HUD Section 8 Multifamily

St. Croix Manor Built: 1980

Watertower Apartments Built: 1984

Who can live here: Persons who are over 62 or who are disabled.

What is the rent: Tenant rent is 30% of the household income but no less than the minimum rent. However, two forms of rent assistance is available to reduce tenant rents.

- In Watertower Apartments: 19 of the 24 apartments receive Rural Development Rental Assistance which subsidizes the difference between 30% of a tenant's income and the minimum rent.
  Minimum rent | Maximum rent
  $416 | $650

- In St. Croix Manor Section 8 Multifamily subsidy pays the difference between the tenant's portion and the rent.
  St. Croix Manor Rent
  $545

Finances:
Rent pays the operating costs. Minimum and maximum rents are budget based. The minimum rent is the monthly per unit cost of routine operating costs. The minimum rent includes paying the mortgage on this property at 1% interest rate. These buildings have an interest credit to reduce the costs of operating. The maximum rent includes a mortgage payment at the note rate as stated when the mortgage was originally loaned to the Housing Authority.

The Board of Commissioners approves the operating budget and rent change annually. Routine operating expenses include replacement of appliances and carpets as needed. Budget planning takes into account anticipated unit turnover and costs to prepare units for re-rental. The Board-approved budget must be approved by Rural Development before becoming final.

A Reserve for Replacement account is a separate account for capital improvements. Monthly deposits are made to the project reserves. Rural Development approval is needed for any expenditure from the Reserve account.
**Windmill Place**
- 24 units; 5 one bedrooms and 19 two bedrooms. All units are accessible and five units are fully wheelchair accessible

**Federal Programs:** Low Income Housing Tax Credits
- USDA Rural Development 538 Guaranteed Loan HOME
- Affordable Housing Partnership (AHP)

**Reporting to:** Wisconsin Housing and Economic Development Authority (WHEDA)
- First National Bank - River Falls
- Cinnaire (Investor Partners)
- Wisconsin Department of Administration (DOA)

**Funding:** Low Income Housing Tax Credits
- USDA Rural Development 538 Guaranteed Loan HOME
- Affordable Housing Partnership (AHP)

**Built:** 2007

**Who can live here:** Designated for persons who are over age 55.

**What is the rent:** Rent is income based on a sliding scale. There is no rental assistance or federal rent subsidy.

<table>
<thead>
<tr>
<th>Income under</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
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<tr>
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<td>$467</td>
<td>$638</td>
<td>$770</td>
<td>NA</td>
<td>$857</td>
</tr>
</tbody>
</table>

An operating budget and rent change is approved by the Board of Commissioners annually. Rent must cover all operating costs, routine maintenance and debt service. There is a Reserve for Replacement account. Monthly payments are made to the Reserve account. Cinnaire and First National Bank - River Falls must approve withdrawals from the reserve account.

Windmill Place is owned in partnership with Cinnaire, the Tax Credit Investors. As a tax credit entity, the fiscal year ends December 31st. The financial audit is provided to the lender, First National Bank River Falls, to the investor, Cinnaire and to the monitoring agencies, WHEDA and DOA.
River Falls Housing Authority

Our History:
In 1967, the City of River Falls created River Falls Housing Authority and appointed a group of concerned citizens to serve as the first Board of Commissioners. These volunteers found and applied for money to build and operate 70 apartments: 37 apartments for senior citizens and persons with disabilities and 33 townhomes for families with children. The doors to Riverview and River Town Homes opened in 1972.

Our Mission:
To provide responsive and responsible leadership in the delivery of housing opportunities to persons of low and moderate income. RFHA manages, maintains and facilitates affordable housing in accordance with Federal and State Statute. We partner with the community to assess housing needs and opportunities and are proactive, creative and collaborative in the development and delivery of fair, safe, sustainable and inclusive housing programs.

Revenue
- 23%
- 10%
- 10%
- 2%
- 3%
- 3%
- Other

Expenses
- 28%
- 12%
- 10%
- 5%
- 2%
- 3%
- 3%
- Other
- Maintenance
- Administrative
- Utilities
- Ins/Taxes
- Other
- Mortgages/Fees

Our Housing:
River Falls Housing Authority has built more affordable rental housing over the years. One apartment building is designated for persons ages 55 or better, four apartment buildings are persons who are disabled or who are 62 years or better and one townhome block is available to families with children. Rent, floor plans and amenities differ from each building. One location is sure to fit your housing needs.
River Falls Housing Authority
Demographics

River Falls Housing Authority administers affordable housing programs to 273 residents

70% Female
30% Male
30% 2+ Person Household

Average Resident Income

Windmill Place: $24,819
River View Manor: $23,137
River Town Homes: $16,483
Elgerwood: $21,192
Brianwood: $17,665
Oakpark: $11,227

Overall Average: $17,996

Information based on housing occupancy as of June 2019 collected by River Falls Housing Authority.

Contact Information

Phone: 715-425-7640
Office: 625 North Main Street
River Falls, WI 54022
E-mail: info@rfhousing.org

Housing Preferences

- Seniors 55+
- 62+ or disabled
- Family Housing
- Voucher Program
<table>
<thead>
<tr>
<th>Goal</th>
<th>Board</th>
<th>Objective</th>
<th>Actions</th>
<th>Staff</th>
<th>Outcomes (Measurable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Increase Effective Partnering</td>
<td></td>
<td>a. Attend, participate and sponsor events</td>
<td>Attended 25 community event as attendee on behalf of RFHA</td>
<td>Developed professional contacts with Our Neighbors Place, Chamber of Commerce</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RFHA informational table at 2 event(s)</td>
<td>Community Connect and Dementia Friendly Community Conversations</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Presented topic at 1 non-Housing Authority meeting(s).</td>
<td>Annual report to City Council</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Serve on boards and commissions.</td>
<td>Served on 1 Board/committee</td>
<td>WAHA Scholarship Committee</td>
<td></td>
</tr>
<tr>
<td>2. Maximize staff development and efficiency</td>
<td></td>
<td>a. Identify opportunities for increased staff responsibility</td>
<td>Develop staff performance goals to ensure accountability</td>
<td>Reviewed performance of each employee annually</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Provide training opportunities</td>
<td>Each employee wrote a job manual for my review/comment.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mentor and train employees to maximize their own potential</td>
<td>Mentored Property Manager who was hired as an Executive Director at Hudson HA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Ensure regulatory compliance</td>
<td>Conduct quality control monitoring</td>
<td>Reviewed 47 files and corrected 2 identified file errors</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ensure that required policies are complete and current</td>
<td>Updated Admissions &amp; Occupancy, Administrative Plan, Rural Development Management Plan, review all policies according to schedule.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Ensure accurate and complete rent calculations</td>
<td>Conduct quality control monitoring</td>
<td>Reviewed 47 files and corrected 4 identified file errors</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Ensure maximum occupancy</td>
<td>Screen applicants prior to receiving vacate notice from tenant</td>
<td>Housed 59 applicants within 20 days of vacate notice</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Conduct prevacate inspection</td>
<td>Conducted 59 pre-vacate inspections</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Promptly prepare unit for reental</td>
<td>Prepared 59 units for reental</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>e. Maintain rental properties</td>
<td>Promptly respond to work orders</td>
<td>Responded and corrected 1,968 work orders</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Schedule grounds and preventative maintenance</td>
<td>Awarded 3 (seasonal) grounds and preventive maintenance contracts</td>
<td></td>
</tr>
<tr>
<td>3. Increase Board Development</td>
<td></td>
<td>a. Enhance commissioner literacy about RFHA</td>
<td>Provide individual training sessions to commissioners</td>
<td>Provided 1 introductory training sessions to 1 new commissioner</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Provide tours of RFHA buildings and units</td>
<td>Viewed units in 8 buildings this summer</td>
<td></td>
</tr>
<tr>
<td>4. Sustainability</td>
<td>5. Increase access to capital and find operational cost savings</td>
<td>6. Assess Community Opportunities</td>
<td>7. Maximize Subsidy in all programs</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>a. Utilize local, state and federal energy programs</td>
<td>b. Promote a conservation ethic to tenants</td>
<td>a. Collaborate with City of River Falls</td>
<td>a. Maintain high occupancy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Used focus on Energy Rebate to replace 48 fluorescent tubes with LED lamps</td>
<td>Quarterly newsletter to tenants include information about recycling</td>
<td>Coordinate with City Planning Dept. to support future development of affordable housing</td>
<td>Maintain a viable waiting list</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reduced energy cost with longer lasting and higher quality light output.</td>
<td>Received feedback from tenants about their use of recycling</td>
<td>Site and common area inspections were completed by RF Fire Dept.</td>
<td>Waiting list increased by Elderly 27, Family by 24, Prescott by 18, Voucher list is still closed.</td>
<td></td>
<td></td>
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<tr>
<td>Energy Audit was not available for multifamily buildings.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>b. Achieve HUD High Performer score</td>
<td></td>
<td>b. Increase Public Relations efforts</td>
<td>b. Accurately calculate tenant rent calculations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor occupancy, financial status, physical condition and use of Capital</td>
<td></td>
<td>Identify branding opportunities and provide stories to the press</td>
<td>Tenant rent calculations submitted on time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Received HUD High Performer for both Public Housing and Section 8 Voucher</td>
<td></td>
<td></td>
<td>Auditor identified 0 inaccurate submissions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ensure Occupancy indicator is above 98%</td>
<td></td>
<td></td>
<td></td>
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RIVER FALLS HOUSING AUTHORITY (RFHA)
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability
The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth RFHA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by RFHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives
This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RFHA;

C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

D. Creating and maintaining collaborative arrangements between RFHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by RFHA; and

E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RFHA.

III. Other RFHA Policies and Procedures
This Policy shall be referenced in and attached to RFHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of RFHA’s Admissions and Continued Occupancy Policy. RFHA’s annual public housing agency plan shall also contain information concerning RFHA’s activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of RFHA, the provisions of this Policy shall prevail.

IV. Definitions
As used in this Policy:

A. Domestic Violence – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, 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.

B. Dating Violence – means violence committed by a person—
   (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
   (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
      (i) The type of relationship.
      (iii) The frequency of interaction between the persons involved in the relationship.

C. Stalking – means --
   (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
      (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
   (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to --
      (i) that person;
      (ii) a member of the immediate family of that person; or
      (iii) the spouse or intimate partner of that person;

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

E. Perpetrator -- means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening
   A. Non-Denial of Assistance. RFHA will not deny admission to public housing to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.
   B. Mitigation of Disqualifying Information. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, RFHA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, RFHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. RFHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance
   A. VAWA Protections. Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by RFHA:
1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by RFHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

   (a) Nothing contained in this paragraph shall limit any otherwise available authority of RFHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither RFHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

   (b) Nothing contained in this paragraph shall be construed to limit the authority of RFHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or RFHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, RFHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RFHA. Leases used for all public housing operated by RFHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by RFHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The law allows, but does not require, RFHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., RFHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken
by RFHA. Section 8 owners or managers receiving rental assistance administered by RFHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form** - by providing to RFHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. **Other documentation** - by providing to RFHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. **Police or court record** - by providing to RFHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. **Time allowed to provide verification/failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by RFHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. **Waiver of verification requirement.** The Executive Director of RFHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

**VIII. Confidentiality**

A. **Right of confidentiality.** All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to RFHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted,
shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.
B. Notification of rights. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by RFHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

VIII. Transfer to New Residence
A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RFHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
B. Action on applications. RFHA will act upon such an application promptly.
C. No right to transfer. RFHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of RFHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
D. Family rent obligations. If a family occupying RFHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by RFHA. In cases where RFHA determines that the family’s decision to move was reasonable under the circumstances, RFHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
E. Portability. Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant’s existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up
A. Court orders. It is RFHA’s policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RFHA and their property. This includes
cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up. Other RFHA policies regarding family break-up are contained in RFHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Notification
RFHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XII. Relationship with Other Applicable Laws
Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIII. Amendment
This policy may be amended from time to time by RFHA as approved by the RFHA Board of Commissioners.
HOUSING AUTHORITY
OF THE
CITY OF RIVER FALLS

ADMISSIONS AND CONTINUED
OCCUPANCY POLICY
(ACOP)

Revised 2014-03
Amended 2014-10
Amended 2018-08
Revised 2018-11
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HOUSING AUTHORITY OF THE CITY OF RIVER FALLS
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of River Falls, herein after referred to as "RFHA", policies for the operation of the low-rent public housing program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

RFHA administers a variety of Federally assisted housing programs. Specific references to regulations shall include HUD and U.S.D.A. Rural Development Section 515 regulations. Where program rules differ, RFHA shall apply only the program specific requirements. In the event of a discrepancy, Statutes and Regulation supersede this Plan.

This Plan as reviewed and approved by the RFHA Board of Commissioners shall supersede all previous Admissions and Continued Occupancy Policies as of April 2014.

1.0 FAIR HOUSING

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

No person shall, on the grounds of race, color, family status, disability, sex, national or ethnic origin, religion, marital status, ancestry, source of income, sexual orientation, age or status as a victim of domestic abuse and/or sexual abuse and/or stalking be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under RFHA's programs. To further its commitment to full compliance with applicable Civil Rights laws, RFHA will make available Federal, State, and local information to applicants/residents of the public housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. RFHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms.

RFHA will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

RFHA is committed to providing a living environment that is free of harassment including sexual harassment (which includes harassment based on gender, pregnancy, childbirth, sexual orientation or perceived gender identity) or other factors as identified above. Harassment includes any conduct or communication based on race, color, family status, disability, sex, national or ethnic origin, religion, marital status, ancestry, source of income, sexual orientation, age or status as a victim of domestic abuse and/or sexual abuse and/or stalking which is unsolicited, offensive conduct that interferes with residents use and enjoyment of the premises where they reside. Harassment by and of employees, contractors, residents, applicants, family members and guests of residents is prohibited and must be reported to the Executive Director.

1.1 Affirmative Marketing

In the hopes of reaching a broad spectrum of potential applicants, RFHA will affirmatively market its public and assisted housing to the widest audience practical. Information concerning the public and assisted housing programs shall be disseminated through the local media, including print, radio and television, on a regular basis. RFHA will conduct outreach to local service providers as needed to maintain an adequate applicant pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in RFHA units, unit availability through turnover, and waiting list characteristics. RFHA will periodically assess these factors in order to determine the need and scope of the marketing effort.

RFHA will disseminate information in local and area-wide minority publications. RFHA may meet with minority organizations to discuss their programs. In all instances RFHA shall take steps to provide opportunities to households which due to other factors such as race, religion, ethnicity, sex of head of household, age, disability or source of income would be less likely to apply for public and/or assisted housing. RFHA shall be
in compliance with the Local Housing Plan of any local, county or state Comprehensive Housing Affordability Strategy (CHAS) pursuant to Section 24 CFR, Part 91, and the CHAS shall have the Housing Authority’s plans incorporated within.

2.0 REASONABLE ACCOMMODATION

Sometimes persons with disabilities may need a reasonable accommodation in order to take full advantage of RFHA housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines RFHAA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, RFHA will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 Reasonable accommodations for persons with disabilities

Upon request and verification, RFHA will provide reasonable accommodations for an eligible Applicant’s or Tenant’s disability, including making changes to rules, policies, or procedures and making and paying for structural alterations to a unit or common area(s). RFHA is not required to provide accommodations that constitute a fundamental alteration to RFHA program or which would pose an unreasonable financial and administrative hardship.

If more than one accommodation is equally effective in providing access to the RFHA’s programs and services, we retain the right to select the most efficient or economic choice. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by RFHA if there is no one else willing to pay for the modifications. If another party pays for the modification, RFHA will seek to have the same entity pay for any restoration costs.

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

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

2.2 Questions RFHA will ask before granting the requested accommodation

1. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:
   A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition). If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, RFHA will require verification that the person is a person with a disability.

2. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, RFHA will require documentation that the requested accommodation is needed due to the disability. RFHA will not inquire as to the nature of the disability.

3. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
   a. Would the accommodation constitute a fundamental alteration in RFHAs business? RFHA’s business is housing. If the request would alter the fundamental business that RFHA conducts, that would not be reasonable. For instance, we would deny a request to have the staff do grocery shopping for a person with disabilities.
   b. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue
burden, RFHA may request a meeting with the individual to investigate and consider equally effective alternatives.

4. Generally the individual knows best what it is they need; however, RFHA retains the right to be shown how the requested accommodation enables the individual to access or use RFHA’s programs or services.

3.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Any request for applicant or resident information will not be released unless there is a signed authorization to release information from the applicant or resident.

In order to ensure that the right benefits go to the right persons in accordance with HUD requirements, RFHA will use the HUD Enterprise Income Verification (EIV) system to secure upfront benefit, income, employment, duplicate subsidy and immigrant status of all applicants and tenants participating in HUD Public Housing and HUD Section 8 Housing Choice Voucher programs. HUD form RH11P What Tenant Should Know About EIV will be reviewed and signed by applicants and resident.

4.0 REQUIRED POSTINGS

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

1. Statement of Policies and Procedures Governing Admission and Continued Occupancy
2. Grievance Procedure
3. Fair Housing Poster
4. Equal Opportunity in Employment Poster

5.0 NON-DISCRIMINATION STATEMENT

RFHA shall not:

1. Discriminate because of race, color, family status, disability, sex, national origin, religion, marital status, ancestry, source of income, sexual orientation, age, or status as a victim of abuse, sexual abuse or stalking;
2. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to their needs;
3. Provide housing which is different than that provided others;
4. Subject a person to segregation or disparate treatment;
5. Restrict a person’s access to any benefit enjoyed by others in connection with RFHA programs;
6. Deny a person access to the same level of services; or
7. Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of RFHA programs.

RFHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

Complaints must be received in writing from applicants or tenants alleging a violation of the Fair Housing Act and shall be processed in accordance with RFHA Grievance Procedure. The procedure states that RFHA shall: acknowledge the complaint in writing, notify both the complainant and the person/persons who have allegedly violated the Act, investigate and conduct meetings the complainant and the person/persons who have allegedly violated the Act, seek guidance from the local HUD field office in resolving the complaint, provide the complainant and those alleged to have violated the Act with findings from the investigation, issue a notice of proposed corrective action or the explanation of why corrective action is not warranted and a record of all such complaints will be maintained.
6.0 TAKING APPLICATIONS

Persons wishing to apply for housing will be required to complete an application for housing assistance. Interested persons may request an application by calling 715-425-7640, printing an application from www.rfhousing.org or visiting the office of the RFHA, 625 N Main St., River Falls WI.

Applications are taken to compile a waiting list. Completed applications will be accepted from all applicants and RFHA will verify the information. The completed application will be dated and time stamped by RFHA. Persons with disabilities who require a reasonable accommodation to complete an application may call RFHA to make special arrangements. Hearing impaired persons may contact RFHA by using the State Relay system. If the applicant is visually impaired all notices will be provided in a format understandable by the applicant.

6.1 Limited English Proficiency

RFHA shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the needs of LEP persons using the following four factors:

1. The number or proportion of LEP persons served or encountered in the eligible service area;
2. The frequency with which LEP individuals come in contact with the program;
3. The resources available to RFHA and related costs.

6.2 Application Process

The application process involves two phases:

1. Phase one is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information, which will be used to place the family on RFHA’s wait list. The applicant must report any changes in their applicant status including changes in family composition, income, or address. RFHA will annotate the applicant’s file and will update their place on the waiting list.
2. Phase two is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. RFHA will ensure the verification of all eligibility factors in order to determine the family’s final eligibility for admission into the Public Housing Program.

7.0 ELIGIBILITY FOR ADMISSION

7.1 Eligibility Requirements

There are five eligibility requirements for admission to assisted housing:

1. Qualifies as a family;
2. Meets income requirements;
3. Meets citizenship/eligible immigrant criteria;
4. Provides documentation of Social Security numbers;
5. Signs consent authorization documents;

Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet RFHA’s screening criteria for Admission as established in accordance with 24 CFR Part 906.

Persons who have been evicted from a RFHA property or who have had their tenancy and lease terminated by RFHA or whose previous application was rejected due to reasons stated in Section 7.5 are required to wait two years from the move out date or date the application was rejected, whichever the case may be, before re-applying.

7.2 Eligibility Criteria

1. Family status. All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
   a. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together.
i. Children temporarily absent from the home due to placement in foster care are considered family members.
ii. Unborn children and children in the process of being adopted are considered family members for
the purpose of determining bedroom size but are not considered family members for determining
income limit.
b. An elderly family, which is:
   i. A family whose head, spouse, or sole member is at least 62 years of age;
   ii. Two or more persons at least 62 years of age living together;
   iii. One or more persons at least 62 years of age living with one or more live-in aides.
c. A disabled family, which is:
   i. A family whose head, spouse, or sole member is a person with disabilities;
   ii. Two or more persons with disabilities living together;
   iii. One or more persons with disabilities living with one or more live-in aides.
d. A displaced family, which is a family in which each member, or whose sole member, has been
displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as
a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief
laws.
e. A remaining member of a resident family.
f. A single person is an individual who is not elderly, displaced person, living with disabilities, or the
remaining member of a resident family.

2. Income eligibility
   a. To be eligible for admission to developments or scattered-site units that were available for
      occupancy before 10/01/81, the family's annual income must be within the low-income limit set by
      HUD. This means the family income cannot exceed 80 percent of the median income for the area.
   b. To be eligible for admission to developments or scattered-site units that became available on or after
      10/01/81, the family's annual income must be within the very low-income limit set by HUD, unless
      HUD grants an exception. This means that without a HUD exception, the family income cannot
      exceed 50 percent of the median income for the area.
   c. Income limits apply only at admission and are not applicable for continued occupancy.
   d. A family may not be admitted to the public housing program from another assisted housing program
      (e.g., tenant-based Section 8) or from a public housing program operated by another RHFA without
      meeting the income requirements of RHFA.
   e. Income limit restrictions do not apply to families transferring within our Public Housing Program.

3. Citizenship/Eligibility Status
   a. To be eligible each member of the family must be a citizen, national, or a non-citizen who has
      eligible immigration status under one of the categories set forth in Section 214 of the Housing and
      Community Development Act of 1980 (42 U.S.C. 1436a(e) or a citizen of the Republic of
      Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in
      the last category are not entitled to housing assistance in preference to any United States citizen or
      national resident within Guam.
   b. Family eligibility for assistance.
      i. A family shall not be eligible for assistance unless every member of the family residing in the
         unit is determined to have eligible status, with the exception noted below.
      ii. Despite the eligibility of one or more family members, a mixed family may be eligible for one
         of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
      iii. A family without any eligible members and receiving assistance on June 19, 1995 may be
          eligible for temporary deferral of termination of assistance.

4. Social Security Number Documentation
   To be eligible, all family members must provide a Social Security number or certify that they do not
   have one.

5. Signing Consent Forms
a. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

b. The consent form must contain, at a minimum, the following:
   i. A provision authorizing HUD or RFHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
   ii. A provision authorizing HUD or RFHA to verify with previous or current employers income information pertinent to the family’s eligibility for or level of assistance;
   iii. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family’s eligibility or level of benefits; and
   iv. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

v. Authorization to obtain credit reports.

vi. Authorization to obtain criminal reports from local, state & federal courts & law enforcement agencies.

7.3 Non-Economic Criteria

1. In determining eligibility, the following factors shall apply:
   Persons evicted from, or having had their lease and tenancy for public housing, Indian housing, Section 23, Rural Development, LIHTC or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. Persons who have been evicted from a RFHA property or who have had their tenancy and lease terminated by RFHA or whose previous application was rejected due to reasons stated in Section 7.4 are ineligible for one year from the move out date or date the application was rejected.

2. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. RFHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development's environment, other residents, RFHA employees, or other people residing in the immediate vicinity. Non-economic criteria serve to reduce risk to our apartment/townhouse communities, residents and employees. Otherwise eligible families will be denied admission if they fail to meet RFHA's non-economic criteria.

3. RFHA will consider objective and reasonable aspects of the family's background, including but not limited to the following:
   a. History of meeting financial obligations, especially rent. Twelve (12) consecutive months of positive rental reference is required;
   b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
   c. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
   d. History of disturbing neighbors or destruction of property;
   e. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
   f. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
   g. A determination by the Authority that the applicant's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
4. RFHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. RFHA will verify the information provided. Such verification may include but may not be limited to the following:
   a. An address check of the head, spouse and co-head; and all persons over the age of 18.
   b. A rental history check of all adult family members;
   c. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records. Where the individual has lived outside the local area, RFHA may contact law enforcement agencies where the individual had lived or request a check through a tenant reference checking company.
   d. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

7.4 Grounds For Denial

1. Misrepresentation by the Applicant or Tenant
   If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount, which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

2. RFHA shall not assist applicants who:
   a. Do not meet any one or more of the eligibility criteria;
   b. Do not supply information or documentation required by the application process or fail to supply the information in a timely manner;
   c. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
   d. Have a history of not meeting financial obligations, especially rent;
   e. Have not demonstrated the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
   f. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity;
   g. Have a history of disturbing neighbors or destruction of property;
   h. Currently owe money to any PHA in connection with their public housing, Section 8 programs or assisted housing programs;
   i. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
   j. Were evicted from or had their lease and tenancy for assisted housing terminated within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
   k. Were evicted from or had their lease and tenancy for assisted housing terminated within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
   l. Are illegally using a controlled substance, or have a pattern of illegally using a controlled substance, or of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. RFHA may waive this requirement if the applicant:
      i. Demonstrates to RFHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
      ii. Has successfully completed a supervised drug or alcohol rehabilitation program;
iii. Has otherwise been rehabilitated successfully;
iv. Is participating in a supervised drug or alcohol rehabilitation program;
m. Have engaged in or threatened abusive or violent behavior towards any RIFHA staff or residents;
n. Have a household member who has been evicted from or had their lease and tenancy terminated by any assisted housing program;
o. Have an outstanding warrant under any relevant police jurisdiction;
p. Lifetime Denial
   i. If any family member has been convicted of manufacturing or producing methamphetamine (speed) in any assisted housing program, public housing development or in a Section 8 assisted property;
   ii. Has a lifetime registration under a State sex offender registration program;
   iii. Has been convicted of a Felony. Consideration of the nature, severity and date of the conviction will be taken to distinguish between criminal conduct that indicates a demonstrable risk to resident safety and/or property and that which does not.

This list is not to be construed as totally inclusive, and there may be circumstances not listed which may be used for denial of admission if the Authority determines that to admit the household or member thereof would have a detrimental effect on the health, safety or right to peaceful enjoyment of the premises by other Tenants.

3. Rehabilitation and Mitigating Circumstances
   In the event of the receipt of unfavorable information with request to an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

4. Limited Periods for Denial of Admissions
   If an applicant is denied admission, the Authority may deny eligibility for a limited period of time. These timeframes are only a guideline, and may be extended if the Authority deems it is in the best interest of the Authority and/or the Tenants. The timeframe for these denials is as follows:
   a. One Year Limited Denial:
      • Bad credit history
      • Bad housekeeping habits
      • Bad landlord references
      • Bad rent payment history
      • Minor violation of lease
      • Failure to provide adequate verifiable documentation
      • Failure to provide documentation in the specified timeframe
      • Falsification of application
   b. Three Year Limited Denial:
      • Eviction from public and or assisted housing because of drug-related criminal activity.
      • Past behavior which may be considered a threat to other tenants.
   c. Five Year Limited Denial:
      • Drug use without any evidence of rehabilitation.
      • An arrest or conviction that indicates that the applicant may be a threat to other tenants.
      • Fraud or giving false information during the initial or any subsequent certifications to RIFHA.
      • Upon completion of a sentence which included incarceration
   d. Ten Year Limited Denial:
      • Conviction of drug trafficking.
      • Conviction of a felony. Consideration of the nature, severity and date of the conviction will be taken to distinguish between criminal conduct that indicates a demonstrable risk to resident safety and/or property and that which does not.
   e. Lifetime Denial:
      • Household with a member who is subject to a lifetime registration under the State's sex offender registration law.
• Applicant who has been convicted of manufacturing or producing illegal controlled substances on or around the premises of a PIHA.

7.5 Informal Review For Denial Of Housing
If RFHA determines that an applicant does not meet the criteria for receiving public housing assistance, RFHA will mail a notice of the decision to the applicant. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. RFHA will describe how to obtain the informal review.
Prior to the informal review, RFHA will conduct a meeting with the applicant and all adult household members of the applicant family to determine whether there were mitigating circumstances which resulted in the activity for which the applicant has been denied and/or whether the applicant has evidence of rehabilitation. The applicant may provide documentation to support objections to the decision made by RFHA.

An informal review will be conducted by a person designated by RFHA, other than a person who made or approved the decision under review or subordinate of this person (Hearing Officer). The applicant will be afforded a fair hearing which will include:
• Presenting written or oral objections to RFHA’s decision;
• Presenting evidence, witness(es), and arguments in support of the applicant;
• Representation by counsel or other person as his/her representative and that the designated representative may make statements on behalf of the applicant;
• Reviewing any RFHA documents, including records and policies, that are directly relevant to the informal review;
• A private review unless the applicant requests a public review;
• A decision based solely and exclusively upon the facts presented at the informal review.

The Hearing Officer shall issue a written decision, which includes the reasons for it, within 20 business days after the hearing. The decision of the Hearing Officer is binding on the RFHA. RFHA will notify the applicant of the final decision within 20 business days after the informal review, including a brief statement of the reasons for the final decision.

If the decision to deny housing is affirmed, the applicant will be ineligible to apply for housing for a period of 24 months

8.0 MANAGING THE WAITING LIST
8.1 Opening And Closing The Waiting List
The Authority may from time to time close its waiting list by suspending the acceptance of any new applications for assistance. The Authority will make it known to the general public through the publication in the media of the fact that applications are being suspended. When the Authority determines it is in their best interest to open the waiting list and begin accepting applications again they will publish in the news media an advertisement stating that applications are available.
During the period when the waiting list is closed, the Authority will not maintain a list of individuals who wish to be notified when the waiting list is reopened.
Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation. The public notice will state any limitations as to who may apply.
The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.
8.2 Families Nearing The Top Of The Waiting List

When a family appears to be within one month of being offered a unit, the family will be invited to an interview. RFHA will verify both economic and non-economic eligibility factors. The family will, during an interview with all adult household members, complete a full application, present Social Security Card(s), citizenship/eligible immigrant information, and sign the Consent for Release of Information forms. Eligible families on the waiting list must contact the Authority immediately if any change of address or contact information or in family composition or factors affecting preference should occur. Suitable vacancies arising at any given time in any elderly/disabled development shall be offered to the first eligible applicant on the waiting list at such time. If the applicant offered the available apartment refuses, they will be given a second and third offer as soon as another apartment becomes available. If the applicant rejects the third offer, their name will be removed from the waiting list.

8.3 Purging The Waiting List

RFHA will update and purge its waiting list on a regular basis to ensure that the pool of applicants reasonably represents the interested families for whom RFHA has current information, i.e. applicant’s address, family composition, income category, and preferences. It will be the applicant’s responsibility to notify RFHA of any changes in address.

8.4 Removal Of Applicants From The Waiting List

RFHA will remove an applicant’s name from the waiting list if:
1. The applicant requests that their name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
3. The applicant does not meet the eligibility criteria for the program;
4. An elderly/disabled applicant has declined an offer of an apartment on three separate occasions;
5. Applicants who fail to keep a scheduled appointment with RFHA.

9.0 TENANT SELECTION AND ASSIGNMENT PLAN

9.1 Preference in Selection of Tenants.

Applications shall be assigned an appropriate place on a community-wide basis in sequence based upon the following criteria and the date the completed application is received; not inconsistent with the objectives of Title III of the Civil Rights Act of 1964 and HUD regulations.

1. Priority will be given to applicants who have been displaced by a declared disaster. Applicants claiming displacement resulting from a disaster, must provide a third party written verification from a unit or agency of government, certifying that the applicant has been displaced as a result of a disaster. RFHA will ask the verifying agency to state the cause of the disaster, if known, for the purposes of conducting tenant screening.

2. Priority will be given for public housing Family units to applicants who are living in Turningpoint. Applicants claiming this priority placement must provide written verification from Turningpoint of the date the shelter stay began and the expected end of the stay.

3. For all other applicants, the date and time of receipt of the completed and signed application form, social security card and identification shall determine waiting list placement.

4. Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons. See Glossary for the definition of single person family.

5. In all cases the broad range of income will be applied as specified in 24CFR 900. Notwithstanding the income targeting requirements of the Quality Housing and Work Responsibility Act of 1998 as outlined in the 9.3 Selection From The Waiting List.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and disabled families. If there are no elderly and disabled families on the waiting list, units will be offered to single person families who qualify for the appropriate bedroom size. Single Person Families are eligible only in HUD Public Housing units.
Accessible Units: Accessible units will be first offered to families who reside in the development that has the vacancy and may benefit from the accessible features. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments that may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at RFHA’s expense) if, at a future time, a family requiring an accessible feature applies or requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

9.2 Occupancy Standards
The following guidelines will determine each family’s unit size assignment. These standards are intended to prevent overcrowding or over-housing:

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These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. A family may choose to overoccupy a dwelling unit up to the limit imposed by the River Falls Building Code.

In determining bedroom size, RFHA will include the presence of children to be born, children in the process of being adopted, children whose custody is being obtained, children temporarily away at school, or children temporarily in foster-care.

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

1. Adults and children will not be required to share a bedroom.
2. Foster-adolescents and/or foster-children will not be required to share a bedroom with family members.
3. Live-in aides are eligible for a separate bedroom if available.

Exceptions to Occupancy Standards may be made in the following circumstances:

1. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. RFHA will allow the smaller size unit so long as the occupancy will not violate the city building code. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 2 years or until the family size changes, whichever may occur first.
2. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. RFHA will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
3. If there are no families on the waiting list for a larger size, smaller families may be housed.
4. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

9.3 Selection From The Waiting List
RFHA will follow the statutory requirement that not less than 40% of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the area median income. To insure this requirement is met RFHA will monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, RFHA will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list RFHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.
RFHA has adopted a broad range of income policy. When monitoring the incomes of newly admitted families, RFHA may select families, regardless of their application date and time stamp, which may assist RFHA in...
achieving its broad range of income objective. To achieve this objective, applicants may be selected from the waiting list whose total annual household income (based on family size) is extremely low; or very low; or low income based on the most recent income limits provided by HUD.

Under this policy, all income will be verified. If income verification indicates that the applicants selected under this preference do not meet the criteria for broad range of income preference, they will be placed back on the waiting list in date/time stamp order. If income verification confirms that they meet the broad range of income preference and they meet all other selection criteria, they may be offered a unit over other applicants on the waiting list.

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

When a determination has been made as to the eligibility and satisfaction of all requirements for admission including the tenant selection criteria, the applicant will be notified of the approximate date of occupancy.

9.4 De-concentration Policy
It is RFHA's policy to make its best efforts to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments.

RFHA will affirmatively market its housing to all eligible income groups. Prior to the beginning of each fiscal year, RFHA will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and de-concentration incentives to implement.

9.5 Offer Of A Unit
When RFHA determines that a unit will become available, RFHA will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration goal and/or the income targeting goal.

RFHA will contact the applicant by first class mail to make the unit offer. The family will be given five (5) business days from the date the letter was mailed to contact RFHA regarding the offer. The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the applicant's file. If the family rejects the offer of the unit, RFHA will send the family a letter documenting the offer and the rejection.

To maximize occupancy, RFHA may skip families on the waiting list to reach other families who may take occupancy earlier than the applicant at the top of the list. RFHA will accomplish this in a uniform and non-discriminating manner by offering a unit to the three (3) applicant families who are at the top of the appropriate waiting list at the same time. The applicant who is able to take occupancy at the earliest possible date and meets all eligibility criteria will be accepted.

9.6 Rejection Of Unit
Applicants for elderly housing may refuse an offer of a unit two times. Upon the third refusal the applicant will be removed from the waiting list.

Applicants for family housing may not reject an offer of housing without good cause. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). If the family rejects with good cause any unit offered, they will not lose their place on the waiting list.

9.7 Acceptance Of Unit
The accepted applicant will be required to sign a lease that will become effective on the first of the month after the day the unit is ready for occupancy. The applicant will be provided a copy of the lease, the grievance procedure, excess utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with RFHA personnel. The certification will be filed in the resident's file.
The signing of the lease and the review of financial information will be conducted privately. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and RFHA will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease. The family will pay a security deposit at the time of lease signing. The security deposit will be $200.00 in Riverview Manor or $500.00 in Family units. In exceptional situations, RFHA reserves the right to allow a new resident to pay their security deposit in installments (to be negotiated by the Property Manager).

10.9 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, RFHA includes the gross annual income of all family members, excluding only the types and sources of income that are specifically excluded by regulation. Once the annual income is determined, RFHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

10.1 Annual Income

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member;
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date;
3. Are not specifically excluded from annual income. Annual income includes, but is not limited to:
   4. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission, fees, tips and bonuses, and other compensation for personal services.
   5. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
   6. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
   7. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
   8. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
   9. Welfare Assistance
      a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
         i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
         ii. Are not otherwise excluded under paragraph Section 10.2 of this Policy.
      b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

ii. The maximum amount that the welfare assistance agency could, in fact, allow the family for shelter and utilities. If the family’s welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

10. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

11. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

10.2 Exclusions From Annual Income

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains, and settlement for personal or property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution including financial assistance received for mandatory fees and charges (in addition to tuition) as per PII Notice 2015-12;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. The amounts received from the following programs:
   a. Amounts received under training programs funded by HUD;
   b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
   c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
   d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for RFTIA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
   e. Incremental earnings and benefits received by any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government and training of a family member as resident management staff). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
   f. Temporary, nonrecurring or sporadic income (including gifts);
   g. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
   h. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);
   i. Adoption assistance payments in excess of $480 per adopted child;
   j. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive
services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

i. Comparable Federal, State or local law means a program providing employment training and supportive services that:

ii. Is authorized by a Federal, State or local law;

iii. Is funded by the Federal, State or local government;

iv. Is operated or administered by a public agency; and

v. Has as its objective to assist participants in acquiring employment skills.

vi. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

vii. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

9. Earned Income Disregard – A portion of increased earnings of a disabled family resulting from qualified employment during the 24 consecutive months following date of hire shall be excluded. This exclusion will not apply for any family who concurrently is eligible for exclusion i. (above). Additionally, this exclusion is only available to the following families:

a. Families whose income increases as a result of employment of a disabled family member who was previously unemployed for one or more years.

b. Families whose income increases during the participation of a disabled family member in any family self-sufficiency program.

c. Families who are or were, within 6 months, assisted under a State TANF program.

d. During the first 12 months of qualified employment all increased income will be excluded. During the second 12 month period 50% of the qualified income will be excluded.

10. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

a. The value of the allotment of food stamps

b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

c. Payments received under the Alaska Native Claims Settlement Act

d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

e. Payments made under HHS's Low-Income Energy Assistance Program

f. Payments received under the Job Training Partnership Act

g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

h. The first $2,000 per capita received from judgment funds awarded for certain Indian claims

i. Amount of scholarships awarded under Title IV including Work Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of childcare under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the AmeriCorps Program

p. Additional income exclusions provided by and funded by RFHA.
10.3 Deductions From Annual Income
The following deductions will be made from annual income:

1. $480 for each dependent;
2. $400 for any elderly family or disabled family;
3. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
4. For any elderly or disabled family:
   a. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
   b. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph 3, plus an allowance for medical expenses that equal the family's medical expenses;
   c. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
5. Child care expenses.

11.0 VERIFICATION
It shall be the responsibility of the tenant to provide documentation required to verify eligibility for admission or continued occupancy, including information required to determine income and rent. RPHA will verify information related to eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

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

Other information will be verified by the following six verification methods acceptable to HUD, in the order of preference indicated:

1. Enterprise Income Verifications (EIV)

   EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals. Verification of tenant household income, Social Security Number, and citizenship status will be verified using EIV before, during and/or after examinations and/or reexaminations of household income as appropriate. It is important to note that EIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until RPHA has independently verified the EIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include RPHA
requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

RFHA will verify citizenship using EIV within 120 days of the tenant taking occupancy. RFHA will obtain an EIV Income report for new tenants within 120 days after the tenant has moved in. If the EIV report reveals a different citizenship status, an unreported income source or a substantial difference in the reported income, RFHA will take the following actions:

a) Discuss the discrepancy with the tenant
b) Request that the tenant provide documentation to confirm or dispute the discrepancy
c) Request that the tenant authorize release of information so that a third party can provide the information needed to resolve the discrepancy
d) Determine any underpayment of rent due to income discrepancy
e) Take appropriate action in accordance with HUD and RFHA policy for continued occupancy and/or repayments

The information RFHA derives from the EIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

2. Upfront Income Verification from a non-HUD system. When EIV is not available for more current wage information, RFHA will use non-HUD tools such as The Work Number, or state databases to verify tenant reported income.

3. Written Third Party Verification: An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or RFHA request date. Such documentation may be in the possession of and provided by the tenant or applicant. RFHA may reject any tenant provided documents and obtain verification from the third party using a written third party verification form.

a. Examples of acceptable tenant provided verifications include paycheck stubs, payroll summary reports, and notice of hire/termination, SSA benefit verification letter, bank statements and unemployment benefit notices.

b. RFHA requires three current and consecutive pay stubs to determine annual income from wages. For new income sources or when three pay stubs are not available, RFHA will verify annual income using a written third party verification form.

4. Written Third -Party Verification Form
This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc. Third-party written verifications may also be used to supplement Enterprise Income Verifications. They will be utilized when there is a discrepancy of $200 a month or more and the participant disputes the EIV results.

RFHA will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

5. Oral Third-Party Verifications
This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the facts obtained, and the reason verification methods 1 – 4 were not used. RFHA will allow ten (10) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

6. Tenant Declaration
This level of verification will be used only when EIV, UIV, Written or oral verification is not available. A tenant or applicant will be required to provide an affidavit or notarized statement of reported income and/or expenses to RFHA. Staff will document in the tenant file why third party verification was not available.

Verification forms and reports received will be retained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc. When any verification method other than EIV is utilized, RFHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

Upon admission RFHA will obtain Third Party Verification of all assets. At least every third year thereafter, RFHA will obtain Third Party Verification of all assets. At the intervening annual reexaminations and interim RFHA will accept a family’s declaration of the amount of assets of less than $5,000, and the amount of income expected to be received from those assets. RFHA's application and reexamination documentation, signed by all adult family members, will serve as the declaration of assets. RFHA will not request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets.

11.2 Allow streamlined annual reexaminations for families on fixed incomes.
RFHA will conduct a streamlined reexamination of income for families when 100 percent of the family’s income consists of fixed income. RFHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

For purposes of this notice, the term ‘fixed income’ includes income from:
1. Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
2. Federal, State, local, and private pension plans; and
3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

11.3 Verification Of Citizenship Or Eligible Noncitizen Status
The citizenship/eligible noncitizen status of each family member regardless of age must be determined.
1. Prior to being admitted all citizens and nationals will be required to sign a declaration of eligible citizenship. They will be required to show proof of their status by such means as a Social Security card. Showing the number unique to that individual. However, RFHA shall provide a 90-day grace period during which a family may become a tenant even if the family member lacks the documentation necessary to verify the social security number of a family member under the age of 6.
2. Prior to being admitted all eligible non-citizens who are 62 years of age or older will be required to sign a declaration of eligibility status. They will also be required to show proof of age.
3. Prior to being admitted all eligible non-citizens must sign a declaration of their citizenship status and provide verification in the form of an original INS document of the declared status. RFHA will make a copy of the individual's INS documentation and place it in the file. RFHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, RFHA will mail information to the INS in order that a manual check can be made of INS records.
4. Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.
5. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
6. The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

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

8. Within 90 days of admission, RFHA will verify a tenant's citizenship using EIV. A discrepancy in eligible citizenship status will be discussed with the tenant in accordance with PIH Notice 2017-12.

11.4 Verification Of Social Security Numbers
Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Parents of children in assisted households must provide this verification at the first regular reexamination after turning six.
The best verification of the Social Security number is the original Social Security card. If the card is not available, RFHA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

Within 90 days of admission, RFHA will verify tenant's Social Security Numbers using EIV. A discrepancy in a Social Security Number will be discussed with the tenant in accordance with PIH Notice 2017-12. The tenant will be required to provide third party verification of the correct Social Security Number.
If a member of a family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

11.5 Timing Of Verification
Verification information must be dated within ninety (90) days of the effective date of the certification/reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.
When an interim reexamination is conducted, RFHA will verify and update those elements related to family circumstances and level of assistance that have changed since the last eligibility recertification.

11.6 Frequency Of Obtaining Verification
For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.
For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular re-examination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

12.0 DETERMINATION OF TOTAL TENANT PAYMENT AND RENT

12.1 Family Choice
At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.
Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Families who opt for the flat rent may request to have a re-examination and return to the formula-based method at any time for any of the following reasons:

1. The family’s income has decreased.
2. The family’s circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

Families who opting for flat rent and request to return to the formula-based method are not eligible to return to flat rent until their next re-examination.

12.2 The Formula Method

The total tenant payment is equal to the highest of:

1. 10% of the family’s monthly gross income, or
2. 30% of the family’s adjusted monthly income; or
3. The minimum rent of $50.00.

In the case of a family who has qualified for the income exclusion at Section 12.2(9), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member’s employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

12.3 Minimum Rent

RFHA has set the minimum rent at $50.00 per month. However, if the family requests a hardship exemption, RFHA will immediately suspend the minimum rent for the family until RFHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

12.3a Hardship

RFHA will immediately suspend the minimum rent or flat rent for the family until RFHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

1. A hardship exists in the following circumstances:
   a. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
   b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
   c. When the income of the family has decreased because of changed circumstances, including loss of employment;
   d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or
   e. similar items;
   f. A death in the participant’s immediate household which resulted in loss of family member’s income.

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

3. Temporary hardship. If RFHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family’s request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. RFHA will offer a repayment agreement in accordance with Section 18 of this policy for any rent not paid during the period of suspension. During the suspension period RFHA will not evict the family for nonpayment of the amount of rent owed for the suspension period.

4. Long-term hardship. If RFHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the grievance procedure to appeal the RFHA’s determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.
12.4 Flat Rent
At the time of initial occupancy the family has the option of selecting a flat rent amount in lieu of an income based rent. RFHIA has set a flat rent for each public housing unit. The amount of the flat rent shall be 80% of the published Fair Market Rent for the appropriate bedroom size unit. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 14.3).
However, if the family requests a hardship exemption, RFHIA will immediately suspend the flat rent for the family until RFHIA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature as defined in Section 12.3a.

12.5 Ceiling Rent
Ceiling rent for all Public Housing units is equal to the Flat Rent for that Unit.

12.6 Rent For Families Under The Noncitizen Rule
A mixed family will receive full continuation of assistance if all of the following conditions are met:
1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family’s head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance.

If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months.

RFHIA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing RFHIA will provide additional search periods up to the maximum time allowable. Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

Mixed families admitted to the program on or after April 1, 2016 and mixed families with annual reexaminations on or after April 1, 2016 will have assistance prorated in the following manner:
Step 1. Determine the total tenant payment (TTP) in accordance with 24CFR53628 (annual income includes income of all family members, including any family member who has not established eligible immigration status.)
Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("the family maximum subsidy").
Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member") subsidy per eligible family member is the "member maximum subsidy".
Step 5 Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of the calculation is the "eligible subsidy".
Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.

When the mixed family’s TTP is greater than the maximum rent RFHIA must use the TTP as the mixed family TTP.
12.7 Paying Rent
Rent and other charges are due and payable on the first day of the month. All rents should be paid with check, money order or direct deposit; no cash is accepted. Rents may be mailed or delivered to the rent box in the office or the development. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.
If the rent is not paid by the close of business on the tenth of the month, or the last working day preceding the tenth of the month, a Notice to Vacate will be issued. In addition, a $25.00 late charge will be assessed to the resident.
If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a nonpayment of rent and will incur the late charge plus an additional charge of $10.00 for processing costs.

13.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

13.1 General
In order to be eligible for continued occupancy, each adult family member must either:
1. Contribute eight hours per month of volunteer community service (not including political activities) within the community in which the public housing development is located; or
2. Participate in an economic self-sufficiency program.

13.2 Exemptions
The following adult family members of tenant families are exempt from this requirement:
1. Family members who are 62 or older;
2. Family members who are blind or disabled;
3. Family members who are the primary caretaker for someone who is blind or disabled;
4. Family members engaged in work activity;
5. Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program;
6. Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program;

13.3 Notification Of The Requirement
At the family’s initial certification and annually at recertification thereafter, RFIA will provide the IUD prescribed form explaining:
1. The requirement to contribute eight hours per month of volunteer service or participate in an economic self-sufficiency program, and
2. The consequences of non-compliance and provide a form for each family member to self-certify compliance.
3. Exemptions from the community service/economic self-sufficiency requirement.

13.4 Volunteer Opportunities
Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.
An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

13.5 The Process
At each annual recertification, RFHA shall validate the community service self-certification by contacting the agency/program where the individual volunteered.

13.6 Notification Of Non-Compliance With Community Service Requirement
RFHA will notify any family found to be in noncompliance of the following:
1. The family member(s) has been determined to be in noncompliance;
2. That the determination is subject to the grievance procedure; and
3. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

13.7 Opportunity For Cure
RFHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.
If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, RFHA shall take action to terminate the lease.

14.0 RECERTIFICATIONS
At least annually, RFHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine
1. The family's continued eligibility
2. The rent the family will pay
3. Whether the family is housed in the correct unit size
4. Whether the family is over income.

14.1 General
RFHA will send a letter to residents informing them it is time for their annual recertification and the date and time of their scheduled re-examination meeting. The letter informs them of what they will need to bring to the meeting. All adult household members will be required to sign forms to allow RFHA to verify the family's eligibility to remain in public housing, whether their rent will increase, decrease, or remain the same and if the household unit size is appropriate for the number of persons living in it. Upon determination of the rent to be paid, the resident will be sent a Notice of Rent Adjustment along with a letter giving them the option to select flat rent or the formula-based method.

14.2 Missed Appointments
Families that miss their re-examination meetings and have not called to reschedule that meeting will be sent a Notice to contact the Management Office or Rental Specialist to get another meeting date. Notice will also advise that the family's failure to reschedule and attend the re-examination meeting could result in RFHA taking lease termination action against them.

14.3 Over Income
Tenant will be determined to be over income and no longer eligible for Public Housing when the annual household income has exceeded 120% of the income limit for two consecutive years. RFHA will begin tracking the two year period at the annual or interim reexamination that first determines that the Tenant's income has exceeded the limit. When a family's income has exceeded 120% of the area median income for two
consecutive years, RFHA will terminate the family’s tenancy within six months of the second income
determination or will charge the family a monthly rent equal to the greater of:

1. The applicable Fair Market Rent; or
2. The amount of monthly subsidy for the unit including amounts from the operating and capital fund as
determined by regulations.

14.4 Flat Rents
The annual notice to flat rent pays regarding the reexamination process will state the following:

1. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent
amount in lieu of completing the reexamination process and having their rent based on the formula
amount.
2. The amount of the flat rent shall be 80% of the published Fair Market Rent for the appropriate bedroom
size unit.
3. A fact sheet about formula rents that explains the types of income counted, the most common types of
income excluded, and the categories allowances that can be deducted from income. (Families who opt
for the flat rent option will not be eligible for a utility allowance.)
4. Families who opt for the flat rent will be required to go through the income reexamination process every
year.
5. Families who opt for the flat rent may request to have a reexamination and return to the formula-based
method at any time for any of the following reasons:
   a. The family’s income has decreased.
   b. The family’s circumstances have changed increasing their expenses for child care, medical care, etc.
   c. Other circumstances creating a hardship on the family such that the formula method would be more
      financially feasible for the family as defined in Section 12.3a
6. The dates upon which RFHA expects to review the amount of the flat rent, the approximate rent increase
the family could expect, and the approximate date upon which a future rent increase could become
effective.
7. The name and phone number of an individual to call to get additional information or counseling
concerning flat rents.
8. A certification for the family to sign accepting or declining the flat rent.
9. Each year 90 days prior to their anniversary date, RFHA will send a reexamination notice to the family
offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available
only at this time. RFHA may assist the family in identifying the rent method that would be most
advantageous for the family.

14.5 The Formula Method
As part of the recertification process, the family will provide all information regarding income, assets, expenses,
and other information necessary to determine the family’s rent. The family will sign the HUD consent form and
other consent forms that later will be mailed to the sources that will verify the family circumstances.
Upon receipt of verification, RFHA will determine the family’s annual income and will calculate their rent as
follows. The total tenant payment is equal to the highest of:
- 10% of the family’s monthly gross income; or
- 30% of the family’s adjusted monthly income; or
- The minimum rent of $50.00.

14.6 Effective Date Of Rent Changes For Annual Reexaminations
The new rent will generally be effective upon the anniversary date with a thirty (30) day notice of any rent
increase to the family.
If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will
be effective the first of the month after the month in which the family receives a 30-day notice of the amount.
the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If RIHA determines that the family has had an increase in income of more than $200.00 per month that was not reported since the last annual recertification, RIHA will determine the appropriate new rent amount and will charge the resident this new amount retroactive to the date that the rent change would otherwise have been effective. If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

14.7 Interim Reexaminations
1. Tenant agrees to complete an interim rent change within 10 (ten) days if/when:
   a. Any household member moves out of the unit
   b. An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment
   c. The household's cumulative income increases
2. Any decrease in income or any change in other factors considered in calculating Tenant’s rent may be reported.
   a. If The Authority has confirmation that the decrease in income or change in other factors will last less than one month, a rent change will not be implemented.
   b. If Tenant's income will be partially or fully restored within two months, the Authority may delay the certification process until the new income is known. Any rent reduction will be retroactive and the Authority shall not evict Tenant for nonpayment of rent during this period between the reported decrease and the completion of the certification process. Tenant has 30 days after receiving written notice of any rent due for the above described time period to pay or the Authority can terminate tenancy for nonpayment of rent in accordance with Section 27 of this lease.
3. Unless The Authority has confirmation that the decrease in income or change in other factors shall last less than one month, The Authority shall verify the information and make the appropriate reduction.
4. If Tenant's income shall be partially or fully restored within two months, The Authority may delay the certification process until the new income is known. Any rent reduction shall be retroactive and The Authority shall not evict Tenant for nonpayment of rent during the period between the reported decrease and the completion of the certification process. Tenant has 30 days after receiving written notice of any rent due for the above described time period to pay or The Authority may terminate tenancy for nonpayment of rent in accordance with Section 27 of this lease.
5. Tenant shall be notified in writing of any rent adjustment due to the situations described above. All notices shall state the effective date of the rent adjustment.
6. In the case of a rent decrease, the adjustment shall become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
7. In the case of a rent increase, due to an increase in income after a prior rent reduction and is reported within 10 days of occurrence, the increase shall become effective the first day of the 2nd month following the month in which the change was reported.
8. In the case of a rent increase due to a change in Federal law or regulations, the increase shall become effective the first day of the 2nd month following the month in which The Authority notifies Tenant of the law or regulatory change.
9. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), The Authority shall apply the increase in rent retroactive to the first of the month following the month in which the change occurred.
10. Tenant may request to meet with The Authority to discuss any change in rent or assistance payment resulting from the recertification processing. The Authority agrees to meet with Tenant and discuss how Tenant's rent and assistance payment, if any, were computed.
11. To add a household member other than through birth or adoption, the family must request that the new member (excluding live-in aide) be added to the lease.
   a. The new member must complete an application form stating their income, assets, and all other information required of an applicant.
   b. The new member (excluding live-in aide) must provide their Social Security number and photo ID, verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.)
   c. The new family member will go through the same screening process as for new applicants.
   d. RFHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review through RFHA’s Grievance Procedure. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family’s rent is being determined under the formula method, the family’s annual income will be recalculated taking into account the circumstances of the new family member.
   The effective date of the new rent will be in accordance with paragraph 14.8.

12. In cases where a resident requests a live-in aide, the procedure mentioned for adding a family member does not apply. Requests for live-in aides are considered reasonable accommodation requests (see Section 2.0). As such, the resident must submit a reasonable accommodation request to their housing manager and provide supporting documentation verifying the need for a live-in aide. RFHA will conduct a background check for all live-in aides and reserves the right to deny the person as a live-in aide if the aide does not meet the RFHA’s screening criteria.

The need for a live-in aide must meet the definition of a live-in aide (see 24CFR 5.403(b) found in the Glossary of this document).

If the request for a live-in aide is approved, the income of the live-in aide is excluded, the resident is responsible for the conduct of their live-in aide and the resident must remain lease compliant.

A live-in aide does not qualify as a remaining member of the household under the definition of family found in the Glossary.

14.8 Special Reexaminations
If a family’s income is too unstable to project for twelve (12) months, including RFHA families that temporarily claim to have no income or have a temporary decrease in income, RFHA may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

14.9 Effective Date Of Rent Changes Due To Interim Or Special Reexaminations
Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first day of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).
If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first day of the month after the interim reexamination should have been completed.
If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of day the month after the rent amount is determined.

15.0 UNIT TRANSFERS

15.1 Objectives Of The Transfer Policy
Tenants may move from one Housing Authority apartment to another in the following cases:
   1. Those who, when moving into Riverview Manor, request to remain on the waiting list for another building.
2. Those whose rent will be lower by moving to another building;
3. Those having a doctor's order stating that the move is necessary for medical reasons.

RFIIA may require a tenant to transfer to correct occupancy when a unit is over or under occupied.

15.2 Transfers For Over/Under Housed Families
RFIIA may require a tenant to the appropriate sized unit and tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:
1. Determination of the correct sized apartment shall be in accordance with the Authority occupancy guidelines, as outlined in Occupancy Guidelines.
2. Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
3. The tenant must pay for their moving expenses.

15.3 Processing Transfers
Tenant requested transfer requests will be placed on the waiting list based on the date and time the completed and verified request is received in the office.
Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed fourteen (14) days to complete a transfer. Rent will not be charged for the new unit for any period of time the tenant has possession of both.
The Security Deposit will be transferred to the new unit except that damages and excess cleaning charges will be deducted. Transferring tenants will be required to have the full Security Deposit on the account for the new unit.
A $200.00 transfer fee will be payable upon moving.
The following is the policy when the tenant rejects the offer of a unit:
1. If the family rejects a transfer offer, they will be removed from the transfer waiting list.
2. If the transfer is being made at the request of RFIIA and the family rejects two offers without good cause, RFIIA will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet RFIIA’s optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed the city building code.
Only the “Head of Household” as listed on the current dwelling lease will be eligible to request a transfer.

15.4 Cost Of The Family’s Move
The cost of the transfer generally will be borne by the family in the following circumstances:
1. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police).
2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
4. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.
The cost of the transfer will be borne by RFIIA in the following circumstances:
1. When the transfer is needed in order to carry out rehabilitation activities; or
2. When action or inaction by RFIIA has caused the unit to be unsafe or inhabitable.

15.5 Residents In Good Standing
When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the RFIIA. This means the family must be in compliance with their lease, and current in all payments to the RFIIA.
15.6 Transfer Requests
A resident may request a transfer at any time by completing an application for occupancy. In considering the application, the Manager may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. RFHA will grant or deny the transfer request in writing within thirty (30) business days of receiving the request or holding the meeting, whichever is later. If the transfer is approved, the family’s name will be added to the transfer waiting list.

15.7 Right Of RFHA In Transfer Policy
The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer. RFHA reserves the right to cancel a transfer at any time for good cause including but not limited to the family is no longer a resident in good standing as defined in Section 15.7, is pending eviction or the reason for the transfer no longer exists.

16.0 INSPECTIONS

16.1 Move-In Inspections
The housing manager and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign and date a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

16.2 Annual Inspections
RFHA will inspect each public housing unit at least annually to ensure that each unit meets RFHA’s housing standards. Work orders will be submitted and completed to correct any deficiencies.

16.3 Preventative Maintenance Inspections
These inspections are generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment. Smoke detector batteries will be changed annually. In family housing, furnace filters will be changed three times per year.

16.4 Special Inspections
A special inspection may be scheduled to enable IHUD or others to inspect a sample of the housing stock maintained by RFHA.

16.5 Housekeeping Inspections
Generally, at the time of annual reexamination, or at other times as necessary, RFHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. Generally, housekeeping will be evaluated at annual unit inspections. Special follow-up inspections may be scheduled by the on-site manager to address deficiencies in housekeeping identified by annual or other unit inspections. RFHA reserves the right to document any and all inspections by taking pictures of observed deficiencies. Housekeeping standards are provided to tenants as part of the Resident Rules.

16.6 Notice Of Inspection
For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections RFHA will give the resident at least two (2) days written notice.

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

16.8 Move-Out Inspections
The housing manager, or designee, conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit. A copy of the signed inspection will be placed in the resident file.

17.0 PET POLICY

17.1 Family Developments
Tenants may own and keep common, caged household pets in Housing Authority owned and/or operated units. FAILURE TO ABIDE BY THE PROVISIONS OF THE PET POLICY IS A SERIOUS LEASE VIOLATION AND MAY RESULT IN TERMINATION.

River Falls Housing Authority allows families living in RiverTown Homes to keep caged songbirds, fish in aquariums and common household pets that live and remain in a cage; for example, turtles, hamsters, gerbils and rabbits. The pet must be less than 25 pounds as an adult animal. In exchange for this right, the Tenant assumes full responsibility and liability of the pet and agrees to hold the River Falls Housing Authority harmless from any claims caused by an action or inaction of the pet. Tenants are responsible for any damage or injury caused by their pets, including the cost of fumigating or cleaning their units.

A. Prior to obtaining any pet Tenant shall apply to the Housing Authority for a pet permit. A Pet Security Deposit, in the amount of $100.00, must be paid before acquiring the pet.

B. All Tenants with pets permitted to be kept on premise shall comply with the following rules:
1. Only one (1) pet per household will be permitted.
2. More than one (1) pet may be permitted if the pets are of a type which is usually and customarily confined together in a cage or an aquarium (such as fish, songbirds and hamsters).
3. Exotic or poisonous pets are not permitted.
4. Pets must be confined to a cage at all times.
5. Cages and aquariums may not exceed the standard size of 10 gallons or 20"L x 10"W x 12"H.
6. Tenants shall not permit their pet to disturb, interfere with, or diminish the peaceful enjoyment of other Tenants. The term "disturb, interfere, and diminish" shall include but not be limited to chirping, chewing, biting, scratching, and other like activities. Pet waste including litter, gravel, or cage bedding shall be disposed of in the trash.
   i) Complaints of disturbances of this nature shall constitute a violation of lease and may result in the revocation of the pet permit, termination of the lease agreement, or both.
   ii) Failure to properly dispose of pet waste shall constitute a lease violation.
7. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
8. If pets are left unattended for a period of 24 hours or more, Housing Authority staff may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of State law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances.
9. Tenants shall not alter their units, patio or unit area in order to create an enclosure for any pet.
10. Tenants are responsible for all damages caused by their pets including the cost of cleaning carpets and draperies and/or fumigation of units.
11. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without written permission of the Housing Authority. Feeding wild birds is allowed.
12. Should any pet housed in a Housing Authority facility develop give birth, the Tenant shall remove from the premises all animals except one.
13. Tenant pet owners are responsible for the safety and health of their pet during those scheduled occasions when the dwelling units in the facility development are being treated for infestations. The Housing Authority shall not be liable for the ill health or death of a pet as a result of the periodic de-infestation treatment.

14. In the event of the death of a pet, the Tenant shall properly remove and dispose of the remains. Non-cremated remains shall not be kept, in any fashion, in any Housing Authority facility development or on any Housing Authority grounds.

15. Tenants must identify an alternate custodian for pets in the event of Tenant illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior to the Housing Authority issuing a pet permit.

C. The privilege of maintaining a pet in a facility development owned and/or operated by the Housing Authority shall be subject to the rules set forth in paragraph B, above. This privilege may be revoked at any time subject to the Housing Authority Hearing Procedures if an animal should become destructive, create a nuisance, represent a threat to the safety and security of Tenants, or create a problem in the area of cleanliness and sanitation.

D. Should a breach of the rules set forth in paragraph B, above occur, the Housing Authority may also exercise any remedy granted it in accordance with applicable State statutes.

E. Requests for service animals will be considered as a Reasonable Accommodation for Persons with Disabilities. Verification of the need for a service animal will be obtained by the Housing Authority. Some, but not all, of the provisions of the Pet Policy may be waived for service animals. Animals used to assist a visually, hearing, or mobility impaired person will be allowed if Tenant or a member of Tenant household has a documented need, provided:
   1. Appropriate documentation is submitted to Tenant housing manager requesting a reasonable accommodation,
   2. Tenant is responsible for any damage caused by the animal,
   3. The animal is licensed and vaccinated in accordance with local City ordinances,
   4. Tenant must post a notice on the front and rear entrance doors of Tenant apartment stating that Tenant have a service pet so that RFHA staff or service providers who may need to enter Tenant apartment are aware of the pet.

F. Visiting pets are not allowed on River Town Homes property.

17.2 Elderly/Disabled Developments

If Tenant is residing in low-income housing buildings exclusively for the elderly, handicapped, or disabled persons, Tenant is permitted to keep a domesticated dogs, cats, birds (no more than two), fish, hamster, gerbil or rabbit.

All pets must be registered with RFHA. Tenant must receive written permission to keep any animal on or about the premises. This privilege may be revoked at any time subject to the RFHA’s grievance procedure if the animal becomes destructive, a nuisance, a health/safety hazard to the other residents, or if Tenant fail to comply with the following regulations:
   1. Permitted pets are limited to domesticated dogs, cats, birds (no more than two) and fish. No adult dog or cat weighing more than 25 lbs. will be permitted.
   2. Tenant shall pay a damage deposit for a pet. The deposit shall be paid in advance or upon acquiring Tenant pet. This deposit is refundable if no damage is done, as verified by RFIA, after Tenant remove the pet or move. See Tenant housing manager for further information.
   3. Tenant shall identify an alternate custodian for Tenant pet in the event Tenant become ill or for other absences from Tenant apartment.
   4. All cats and dogs must be spayed or neutered within a year of acquisition.
   5. No pet may be kept in violation of state humane or health laws, or local ordinances.
   6. Dogs and cats must remain inside a resident’s unit unless they are on a leash and directly controlled by an adult. Birds must be confined to a cage at all times.
   7. Tenant shall provide a litter box for cat waste to be kept in Tenant apartment. Tenant is not allowed to let waste accumulate. Tenant are responsible for properly disposing of cat waste in plastic bags that are securely wrapped and tied and placed in the garbage container provided by RFHA outside the building.
8. Tenant shall promptly clean up pet droppings, from Tenant pet, on RFHA property, and dispose of droppings properly wrapped, in the garbage container provided by RFHA outside the building.

9. Tenant shall take adequate precautions to eliminate any pet odors within or around Tenant apartment and maintain Tenant apartment in a sanitary condition at all times as determined by RFHA.

10. Tenant shall not permit any disturbance by Tenant pet that would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or other such activities.

11. Tenant shall not leave pets unattended in Tenant apartment for twenty-four hours or more. In such a case, staff may enter to remove the pet and transfer it to the proper authorities subject to the provisions of Section 948.15 of Wisconsin State Law or local ordinances. RFHA accepts no responsibility for the pet under such circumstances.

12. Tenant shall not alter Tenant apartment, or building premises to create an enclosure for an animal.

13. Tenant is responsible for all damages, including cost of fumigation, caused by Tenant pets.

14. Tenant will be responsible for any damage caused by leaking fish tanks or inappropriate care of authorized pets.

15. Tenant shall not feed stray animals. Feeding stray animals constitutes having a pet without permission.

16. Tenant shall contact the office if Tenant has any questions regarding keeping pets in Tenant unit.

17. Tenant shall provide proof of all required vaccinations and license renewal annually. Pet licenses are available from the City of River Falls. No vicious or intimidating dogs are allowed.

Those who violate these rules are subject to:
1. Being required to get rid of the pet within fourteen days of notice by RFHA; and/or
2. Being determined to be in violation of the lease.

17.3 Exclusions from the Pet Policy
The pet policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities.

Restrictions imposed on the tenant requesting such exclusion shall ensure that the animal, their unit, grounds and associated facilities are maintained in a decent, safe and sanitary manner and shall refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy must have a verified disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation is necessary, there must be an identifiable relationship or nexus, between the requested accommodation and the person's disability. Persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

17.4 Visiting Pet Policy For Briarwood, Edgewater, Oakpark, Riverview Manor and Windmill Place

Tenants may have pets visit in their apartments on two conditions: 1) pets may stay no longer than 14 days in any 12 month period; 2) after providing River Falls Housing Authority with the information required by the Pet Policy. Animals which serve as an emotional support or service animal for a tenant’s visitor may come onto Housing Authority property after providing River Falls Housing Authority with the required information.

FAILURE TO ABIDE BY THE PROVISIONS OF THE VISITING PET POLICY IS A SERIOUS LEASE VIOLATION AND MAY RESULT IN TERMINATION

18.0 REPAYMENT AGREEMENTS
When a resident owes RFHA back charges and is unable to pay the balance by the due date, the resident may request that RFHA allow them to enter into a Repayment Agreement. A repayment agreement will be established such that:

- This agreement will be in default when
  - One (1) payment is delinquent on an agreement of six (6) months or less.
Two (2) payments are delinquent on an agreement of greater than six (6) months.

- When the Repayment Agreement is in default, the unpaid balance will be due in full and no further Repayment Agreements shall be made.
- The Housing Authority will pursue any necessary legal remedy for collection of the unpaid balance, including but not limited to court judgment and Income Tax Intercept programs.
- Tenants may have their tenancy terminated in accordance with the lease.
- Section 8 participants may have their Rental Assistance terminated with proper notice to the landlord.
- When a current tenant or Voucher holder owes retroactive rent a repayment agreement shall be executed. The monthly retroactive rent payment plus the amount of rent the tenant is required to pay shall not exceed 40% of the household income.
- When a repayment agreement is executed with a person/family who is not a current River Falls Housing Authority tenant or Voucher holder, the monthly payment shall be no less than $50.00 except for documented hardship situations.

RFHA may require all repayment agreements for delinquent rent to be executed through a formal court stipulation.

19.0 TERMINATION

19.1 Termination By Resident
A resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

19.2 Termination By RFHA
RFHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:
1. Nonpayment of rent or other charges;
2. A history of late rental payments;
3. Failure to provide timely and accurate information regarding family composition, income, or other information related to eligibility or rent;
4. Failure to allow inspection of the unit;
5. Failure to maintain the unit in a safe and sanitary manner;
6. Assignment or subletting of the premises;
7. Use of the premises for purposes other than as a dwelling unit (other than for RFHA approved resident businesses);
8. Destruction of property;
9. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
10. Conviction of criminal activity on any RFHA property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on RFHA premises;
11. Non-compliance with Non-Citizen Rule requirements;
12. Permitting persons not on the lease to reside in the unit more than fourteen 14 consecutive or 28 calendar days each year without the prior written approval of the RFHA;
13. Failure to comply with the Volunteer Community Service requirement or an approved Agreement to Care. If they do not voluntarily leave the property, lease termination proceedings will begin.
14. Engaging in criminal acts or threatened acts of violence or stalking family members or others without terminating the assistance or evicting victimized lawful occupants. An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall
not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. RFHA will honor court orders regarding the rights of access or control of the property, including temporary restraining orders, injunctions, domestic violence orders, and other orders issued to protect the victim or to address the distribution or possession of property among household members where the family “breaks up”. There is no prohibition on RFHA terminating a lease for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims. There is no prohibition on RFHA terminating a lease if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated”. Any protections provided by law which give greater protection to the victim are not superseded by these provisions. RFHA may require certification by the victim of victim status on such forms as RFHA shall prescribe or approve. RFHA will take immediate action to terminate the lease and tenancy of any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

15. Other good cause.

19.3 Abandonment

1. Extended Absence - Absences longer than 60 days but less than 180 days must receive prior written approval from RFHA. Absences for more than 180 days are not permitted unless required to accommodate a disability. The family shall be determined to no longer reside in the unit after 180 days of continuous absence unless there is documentation of the medical need to remain absent from the apartment. Documentation must state that the tenant will be able to return to independent living upon completion of therapy.

2. Abandonment - RFHA will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, the Property Manager or designee may enter the unit and remove any abandoned property. Current Wisconsin Statutes will govern disposal of abandoned property. A notice will be mailed to the resident stating where the property is being stored and when it will be disposed of. If RFHA does not have a forwarding address, the notice will be mailed to the unit address so it may be forwarded by the post office. Within 21 days of learning of abandonment, RFHA will either return the deposit by mail to the last known address of the tenant or provide a statement of why the deposit is being kept.

19.4 Return Of Security Deposit

After a family moves out, RFHA will return the security deposit within a reasonable period or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

20.0 ANTI-FRAUD POLICY

RFHA is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the RFHA. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements. Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. RFHA shall aggressively attempt to prevent all cases of fraud.
When a fraudulent action is discovered, RFHA shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

1. Require the resident to immediately repay the amount in question;
2. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this policy;
3. Terminate the resident’s tenancy;
4. Refer the case for criminal prosecution; or
5. Take such other action as RFHA deems appropriate.

21.0 ELECTION POLICY
Per Wisconsin Statutes, no person may engage in electioneering during polling hours on any public property on Election Day within 100 feet of an entrance to a building containing a polling place.

22.0 SMOKE FREE LIVING POLICY
No person shall smoke in any apartment building, rowhouse, townhouse or duplex owned by RFHA or within 25 feet of a Housing Authority building. Smoking means: inhaling, exhaling, or carrying any lighted cigar, cigarette, pipe or other smoking product or similar lighted product or any e-cigarette in any manner or form. Ashes and cigarette butts must be properly disposed of in designated receptacles and/or dumpsters.
GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the RHFA, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the RHFA.

Annual Contributions Contract (ACC): The written contract between HUD and a RHFA under which HUD agrees to provide funding for a program under the 1937 Act, and RHFA agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "not family assets."

Asset Income: Income received from assets held by family members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Broad Range of Income: Total annual household income (based on family size) is very low (>30% but <50% of AMI) or low income (>50% but <80% AMI) based on the most recent income limits provided by HUD.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The
consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Dating Violence – [as defined in Section 40002(a)(8) of VAWA 1994] means violence committed by a person:

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

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head (including co-head), spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities.")

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Domestic Violence – [as defined in Section 40002(a)(6) of VAWA 1994] includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or Teen victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed the higher of 30% of the median income for the area or the federal poverty level, as determined annually by the Department of Housing and Urban Development with adjustments for smaller and larger families.
Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.; (24 CFR 5.100)

Family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a tenant family;
- A single person who is not an elderly or disabled person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.463)

Family Members: All members of the household who live together and share expenses other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a RFHA to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the RFHA. Families selecting the flat rent option have their income evaluated annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a flat rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Gender Identity: Actual or perceived gender-related characteristics.

Hardship: RFHA will immediately suspend the minimum rent or flat rent for the family until RFHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Immediate Family Member Affiliated Individual: means, with respect to a person -
1. A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis;
2. Any lawful occupant living in the household of that person.

Imputed Income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.
Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% 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% 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 family incomes. (1937 Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

1. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
3. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Over Income Household: Tenant household having an annual income which is 120% above the median income for the area for two consecutive years.

Person with Disabilities: A person who:

1. Has a disability as defined in Section 223 of the Social Security Act, which states: "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or an individual who attained the age of 55 and is blind and unable by reason of such
blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any
gainful activity in which he has previously engaged with some regularity and over a substantial period of
time."

2. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional
impairment that:
   a. Is expected to be of long-continued and indefinite duration;
   b. Substantially impedes his or her ability to live independently; and
   c. Is of such a nature that such ability could be improved by more suitable housing conditions

3. Has a developmental as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill
   of Rights Act, which states "Severe chronic disability that:
   a. Is attributable to a mental or physical impairment or combination of mental and physical
      impairments;
   b. Is manifested before the person attains age 22;
   c. Is likely to continue indefinitely;
   d. Results in substantial functional limitation in three or more of the following areas of major life
      activity: (1) self-care, (2) receptive and expressive language, (3) learning, (4) mobility, (5)
      self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
   e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic
      care, treatment, or other services that are of lifelong or extended duration and are individually planned
      and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any
conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act).
No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any
drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of
family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body
(or agency or instrumentality thereof), which is authorized to engage in or assist in the development or
operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Reasonable Accommodation: a modification or change to an apartment of procedures that will assist an
otherwise eligible applicant/tenant with a disability to take advantage of the Housing Authority
programs/facilities.

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the
family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in
the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Resident in Good Standing: A resident who is compliant with their lease and current in all payments to the
RFHA.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income,
expenses, or family composition.

Sexual Orientation: Homosexuality, heterosexuality or bisexuality.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used
for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a
person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing:
Handbook 7465.1 REV-2, 3-5)

Stalking:

1. to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another
   person; and (i) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
2. 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 --
   a. That person;
   b. A member of the immediate family or person legally occupying the household of that person;
   c. The spouse or intimate partner of the person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the RFHA. Where all utilities (except telephone) and other essential housing services are supplied by RFHA or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by RFHA and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.503(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):
   1. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
      a. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
         i. 10% of the family's monthly adjusted income;
         ii. 10% of the family's monthly income; or
         iii. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

      If the family's welfare assistance is nationally reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

      Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

      2. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, the amount equal to the estimate made by the RFHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% 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% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)
Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31). 45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family’s ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses). It includes such benefits even when they are:

3. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

4. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

1. non-recurrent, short-term benefits that:
   a. Are designed to deal with a specific crisis situation or episode of need;
   b. Are not intended to meet recurrent or ongoing needs; and
   c. Will not extend beyond four months.

2. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

3. Supportive services such as child care and transportation provided to families who are employed;

4. Refundable earned income tax credits;

5. Contributions to, and distributions from, Individual Development Accounts;

6. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment related services that do not provide basic income support; and

7. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC Annual Contributions Contract
CFR Code of Federal Regulations
FSS Family Self Sufficiency (program)
HCDA Housing and Community Development Act
HQS Housing Quality Standards
HUD Department of Housing and Urban Development
INS (U.S.) Immigration and Naturalization Service
NAFHA (Cranston-Gonzalez) National Affordable Housing Act
NOFA Notice of Funding Availability
OMB (U.S.) Office of Management and Budget
PHA Public Housing Agency
QHWR Quality Housing and Work Responsibility Act of 1998
SSA Social Security Administration
TTP Total Tenant Payment
TANF Temporary Assistance to Needy Families
W-2 Wisconsin Welfare Reform Program
VAWA Violence Against Women Act
MAINTENANCE PLAN

GENERAL INFORMATION

River Falls Housing Authority (RFHA) provides responsive and responsible leadership in the delivery of housing opportunities to persons of low and moderate income. The mission of RFHA is to manage, maintain, and facilitate affordable housing in accordance with Federal and State Statute. We will partner with the community to assess housing needs and opportunities and be proactive, creative, and collaborative in the development and delivery of fair, safe, sustainable and inclusive housing programs.

RFHA properties have been constructed at various times beginning in 1971. Construction methods and requirements of the development period influence the maintenance needs of each development. Four low-rise apartment buildings provide 139 apartments for elderly and disabled persons: Riverview Manor, Edgewater, Briarwood, and Oakpark. These developments are similar in that each is a separate building that is two-storied with elevators, off-street parking, laundry rooms, social rooms, and security phones at the entries. These buildings have hot water heat. Most of the units have storage in the unit.

Windmill Place, constructed in 2007, has 24 units each with its own washer, dryer, dishwasher, garbage disposal, handicapped accessible shower, in-unit storage, and air conditioners. Windmill Place has underground heated parking, sprinkler fire suppression, and electric baseboard heat. Windmill Place is a no-smoking facility that is open to persons over age 55. Amenities are identified as heated covered parking, washers, dryers, dishwashers, and air-conditioners. When an amenity is not working, it will be treated as a routine work order, not a priority work order.

In addition to senior housing developments, RFHA has a family development of 37 town-home/duplex units. There are three one-bedroom units, 18 two-bedroom units, 14 three-bedroom units, and 2 four-bedroom units. Each has a full basement, individual gas forced air furnace, and gas water heater. Laundry and cable/satellite TV hook-ups are provided. Appliances provided are a stove (gas or electric) and a refrigerator.

STAFFING PLAN

The Executive Director is responsible for the day-to-day operation of RFHA. The Executive Director ensures that policies and procedures instituted by the Board of Commissioners are implemented as intended. All staff report to the Executive Director or his/her designee.

The Maintenance Division consists of three full time employees and one part time employee: Facilities Manager, two Maintenance Technicians and a Custodian. One Maintenance Technician is assigned to work 20 hours per week at the Prescott Housing Authority site. RFHA may utilize a part-time maintenance employee through the Experience Works program. Summer help is hired to perform grounds work. The Facilities Manager directs staff, assigns maintenance tasks for all developments, and is responsible for all day-to-day maintenance operations.

GOALS AND OBJECTIVES
The goals and objectives of RFHA Maintenance Department are: to maintain the property in a condition equal to or greater than HUD Uniform Physical Condition Standards (UPCS); to meet and exceed all maintenance related Public Housing Assessment Subsystem indicators; to maximize occupancy; and to utilize the existing staff with a reasonable amount of overtime or compensatory time, within budget, and on schedule.

ROUTINE AND SEASONAL WORK

The Facilities Manager is responsible for assigning, scheduling, and monitoring completion of routine and seasonal work.

Fall seasonal work:
- Distribute air conditioner covers for tenants to install
- Shrink-wrap air conditioners in Windmill Place

Winter seasonal work:
- Clear common area walkways of snow and apply salt as needed

Summer seasonal work:
- Maintain common area grounds, landscaping, gutters, exterior siding, trim and doors

Spring seasonal work:
- Clean common areas, including windows (inside and out), carpets, and walls.
- Collect and store tenant air conditioner covers

Routine work:
- Testing and maintenance of common area smoke detectors, fire alarms, emergency lighting, HVAC systems, plumbing systems, electrical systems, as well as RFHA vehicles and equipment.

To assist the maintenance operation, RFHA will utilize the following service contracts:

- Boiler testing/servicing
- Extermination
- Furnace testing/servicing
- Trash hauling/recycling
- Fire Alarm testing/servicing
- Carpet cleaning
- Fertilizing and weed control
- Sprinkler testing
- Vacant unit painting
- Elevator Maintenance
- Fire extinguisher testing
- Snow plowing
- Window washing

All service contracts will be procured in accordance with RFHA's procurement policies, based upon HUD regulations at 24 CFR 85.36. Contractors shall be selected using the competitive-proposal method. Service contracts are executed for a two-year term.

*HUD Uniform Physical Condition Standards are more stringent than those of USDA Rural Development. The more stringent standards will be applied to all HFA properties.

Annual fire drills are scheduled to test the common area smoke detectors, and fire alarms. Tenants are required to participate in the fire drill. Tenants who cannot hear the hallway smoke detector alarms during these fire drills will have a smoke detector for hearing-impaired persons installed in their unit. Smoke detectors in each apartment are tested during annual inspections.

Testing of the following systems is scheduled, and completed by the Facilities Manager or designee.

- Smoke detectors/alarms in units: Annually, at inspection time
- Emergency lighting: Monthly
- Windmill Place sprinkler: Quarterly
- HVAC: Monthly filter replacement; Annual service
- Fire alarms: Annual test by contractor
- Elevator call for assistance: Monthly test by contractor
- Vehicles: Service as scheduled and repairs as needed
SEASONAL TENANT RESPONSIBILITIES

Residents of the family units (and 4-plex) are responsible for yard maintenance including mowing, weeding, and trimming shrubbery, shoveling/salting sidewalks leading to the unit, and shoveling the area around their vehicle.

Residents of the apartment buildings must remove snow from their vehicle and parking space. Tenants are not expected to move their vehicle to accommodate snow removal. Tenants are responsible for care of their unit including carpet cleaning and washing windows or having them cleaned. RFHA will contact window cleaning services to negotiate a reasonable rate when several tenants agree to have windows washed on a single day.

WORK ORDERS

The basic processing of work orders will be as follows:

a. A regular work order may be requested by a tenant, staff, commissioner or the general public. Management staff will require the following information to complete a work order request: tenant name, address (building name, and unit #), and item needing attention. Staff will inform the tenant that requesting a work order indicates permission to enter the apartment to complete the work order whether the tenant is present or not. There must be 2 maintenance employees present when there are children under 18 in the unit without an adult present.

b. Work orders are entered in the Work Order Spreadsheet within 15 minutes of receiving the request. Emergency work orders will be given priority status and Maintenance staff will be contacted immediately by phone. Emergency work orders include: overflowing/ unusable toilets; smoke detectors that fail to test or sound repeatedly; gas leaks; life threatening conditions; no heat (during winter months). Emergency work orders will be abated or corrected within 24 hours of receiving the work order.

c. The Facilities Manager will assign work orders based upon the time received as well as the level of importance (e.g. routine vs. emergency). Electrical hazards, inoperable plumbing fixtures, no heat, and inoperable smoke detectors are highest priority. Routine work orders will be batched by location and processed in sequence. Level of difficulty will generally not have a bearing on the order of completion. The Facilities Manager will determine whether the repair is to be completed by staff or by a contractor.

d. A Maintenance Technician will address tenant generated routine work orders within 3 days of the request. The attending Maintenance Technician will abate the problem, complete the repair or order parts for making the repair. Abated work orders or repairs awaiting parts will be finished upon receipt of the parts or by a contractor, as needed. A door tag will be left by the Maintenance Technician indicating that the repair was completed, abated or parts were ordered. The Facilities Manager will alert the Property Manager if repairs cannot be completed within a timely manner.

e. Work orders generated as a result of an inspection will be categorized as capital improvements or routine work orders. Capital improvement work orders will be aggregated, bids requested and a contract awarded to complete as funds are available. Routine inspection work orders will be assigned and completed in the order in which they were received as well as the level of importance. Inspection generated work orders may not be completed within 3 days. The Facilities Manager will inform the Property Manager when an inspection generated work order takes more than 2 weeks to address.
f. The Maintenance Technician making the repair will enter information in the work order spreadsheet to indicate the date the repair was completed, initial the work order and comments, concerns or recommend future capital improvement to make long term improvements to the unit. If a tenant will be charged for the work, the Maintenance Technician notifies the Office Manager who will send an invoice to the tenant.

g. If conditions in a dwelling unit are found to be unsanitary and unsafe during completion of a work order, the Maintenance Technician will inform the Property Manager of the conditions immediately.

TENANT CHARGES

RFHA will annually review costs for replacing, and recycling florescent bulbs, compact florescent light bulbs, LED lights, damage charges, and fines for failure to maintain the dwelling unit as required in the lease. Tenants will be charged according to the current list. (Appendix a)

INSPECTIONS

Living units and major systems inspections are required annually to confirm compliance with HUD and Rural Development regulations. The inspections will be evenly scheduled over the year to allow time for corrective, and follow-up work.

1. Frequency
a. All dwelling units of RFHA will be inspected at least annually by the Property Manager.

b. Additional inspections include a Move-In inspection, a Pre-Vacate inspection, and a Move-Out inspection. Rural Development, HUD and WHEDA periodically conduct monitoring inspections, in addition to the annual inspections conducted by Housing Authority staff.

c. A Move-In inspection will be conducted with the resident at the time the tenant takes occupancy to note any preexisting conditions. Upon receipt of a Notice to Vacate, a Pre-Vacate inspection will be conducted by both the Property Manager and Maintenance Technician to estimate time, materials, and contractors needed to bring the unit to re-rental condition. A Move-Out inspection will be conducted in all vacant apartments within (1) working day after becoming vacant to determine charges for tenant damages.

2. Standards
a. Annual inspections will utilize the Housekeeping Standards establish by RFHA. Inspections will be conducted in accordance with HUD UPCS. All conditions noted during any inspection that do not meet UPCS will be documented in writing on the inspection sheet.

b. Inspectors will inspect common areas in accordance with UPCS. Inspectors shall note evidence of water infiltration, and insect infestation in common areas as well as the units.
   i. Common area deficiencies will be identified as either capital improvements or routine work order items. Capital improvements will be scheduled for repair in future budgets unless the deficiency creates a hazard. A work order will be written for routine common area repairs.
   ii. Infestation in common areas will be treated as a work order item.
   iii. Evidence of water infiltration can be seen in clogged gutters, damp walls, mildew or mold. Tenants are expected to keep mold and mildew from their apartments through routine cleaning. Basements in the Family units tend to be damp during the summer and may show signs of mildew. A mold cleaning kit will be provided to tenants as needed.

3. Correction of Deficiencies
a. Unit deficiencies which are UPCS violations will be documented on the inspection form.
   i. Issuance of a work order specifying the deficiency. Property Managers will describe the problem with
      as much detail as needed to guide the Facilities Manager in scheduling the repair. (For example: do
      not say the faucet doesn’t work. Say the kitchen faucet leaks at the base.)

b. Unit Deficiencies which are not UPCS violations will also be documented on the inspection form.
   i. Issuance of a work order indicating the needed repair.
   ii. Capital improvement items or items found in several apartments during annual inspections will be
       included in the budget for in the next fiscal year.
   iii. Units will not “fail” the inspection for UPCS deficiencies.

c. Unit Deficiencies which are Housekeeping violations will be documented on the inspection form and the
    unit will “fail” the inspection.
   i. Failed inspections will be re-Inspected within two weeks to verify that the violation has been
      corrected.
   ii. Units which fail Housekeeping inspections after the second inspection may be cause for lease
       termination or further action. The Property Manager will follow up by terminating the tenancy,
       referring the tenant to human services, or involving family members in correcting the housekeeping
       problem.
   iii. Issuance of a work order indicating any needed repair(s).
   iv. Property Managers will report the number of units which fail Housekeeping Inspections to the
       Executive Director.

AFTER HOURS EMERGENCIES

1. The Facilities Manager will ensure that employees are available to respond to after-hours emergencies.
2. Tenants are provided with a cell phone number to call in the event of an after-hours emergency. The
   tenant having the emergency shall let the maintenance technician and/or contractor enter their apartment.
3. Maintenance staff will share equally in carrying the cell phone after-hours. For example, each staff
   member may carry the phone for a one week period of after-hours response and then pass it on to the
   next staff member for an equal period of time. The assigned staff member shall be paid $50 per week
   for carrying the phone and responding to after-hours calls. Each staff member will be responsible for
   making arrangements to trade time with other staff members if vacations and/or sick time conflicts with
   responding to after-hours emergencies. Staff physically responding to an emergency shall be paid a
   minimum of one hour. All hours worked on after-hours emergencies shall be paid at 1.5 times the
   normal hourly rate.
4. The contacted employee may abate the emergency, call another employee, or call a contractor, as
   necessary.
5. The Resident Assistant may be the initial contact for a tenant with an after-hours maintenance
   emergency. The Resident Assistant can calm, and assist the tenant. The Resident Assistant does not
   correct the emergency but may stop further damage by shutting off running water or suggesting options
   (i.e. using the community room refrigerator, common area restroom, etc.) until the emergency can be
   corrected.
6. The Maintenance Technician who responded to an after-hours emergency will enter the required
   information in the work order spreadsheet.

CAPITAL IMPROVEMENTS

1. HUD properties: Riverview Manor and Family units will use the Capital Fund Program for capital
   improvements that have been identified through the Capital Needs Assessment, annual inspections,
   energy audits, or the system’s life expectancy. Capital improvements budgets will be reviewed and
   approved by the Board of Commissioners annually.
2. Rural Development properties: Edgewater, Briarwood, Oakpark, 4-plex will use the Reserve Funds for Capital Improvements. Capital improvements will be identified through the Capital Needs Assessment, annual inspections, energy audits, or the system’s life expectancy. Capital improvements budgets will be reviewed and approved by the Board of Commissioners annually.

3. Windmill Place will budget for capital improvements to be completed using annual revenue. Reserves for replacements may only be accessed with approval of the investor member, Great Lakes Capital Fund.

4. Procurement of goods and services will be conducted in accordance with RFHA’s Procurement policies. Contractors will be selected through the competitive bidding proposal method. The Executive Director will manage the procurement process for capital improvement items.

5. As-built plans and specifications are kept in RFHA archives. The Executive Director or designee, with architect help, will be responsible for updating them as project modifications are made.

6. The Facilities Manager, Maintenance Technicians and Property Managers will recommend capital improvements for future budgets, and will schedule work in accordance with the approved budget.

7. Energy saving measures will be considered when capital improvements are needed. Appliances will be replaced with Energy Star appliances. Lighting will be replaced with LED of CFL as appropriate.

MATERIALS, SUPPLIES AND EQUIPMENT

1. The Facilities Manager will order materials, supplies, and equipment as needed to ensure timely completion of routine work orders.

2. Use of RFHA credit card is authorized for purchase of routine supplies, equipment and service.

3. Costs for materials, supplies, equipment and scheduled contracts are included in the operating budget. The Facilities Manager routinely compares prices offered by suppliers to ensure that RFHA pays the lowest reasonable price for materials, supplies and equipment.

BUDGET

1. The Executive Director shall prepare a budget for approval by the Board of Commissioners. The budget will be developed based upon established goals, schedules, staff requirements and known income sources.

2. The Facilities Manager and Property Managers will assist the Executive Director in budget development by monitoring practices, procedures, and purchases and recommending changes which may improve efficiency.

3. The Facilities Manager and Property Managers will review budgets, schedule improvements and monitor unit turnover expenses in accordance with the approved budget.

MAKING VACANT UNITS READY FOR OCCUPANCY

The goal is to return vacant apartments to occupancy in less than 14 days. In the case of a glut of vacancies or extensive damage to an apartment, outside contractors may be utilized to expedite the preparation of vacant units for occupancy.

The procedures for preparing apartments for occupancy are:

1. Upon receipt of a Notice to Vacate from a tenant, the Property Manager and a Maintenance Technician will schedule and conduct a Pre-Vacate inspection. The Property Manager will advise the tenant of any obvious repairs for which the tenant will be charged. The Maintenance Technician will prepare a list of materials, equipment and contractors needed to prepare the unit for re-rental considering preventive maintenance needs, damage repairs and routine maintenance requirements. See Appendix C for the checklist.
2. The Maintenance Technician will purchase/order/schedule materials and work as needed to assure timely completion of work and minimal vacancy.

3. Upon vacancy, the Property Manager will inspect the apartment within one day of receiving the keys from the former tenant and enter a work order in the work order spreadsheet listing items to be repaired or replaced. The Property Manager will include anticipated move-in date for the next tenant on the work order. Property Managers will complete the Return of Security Deposit form, determine charges for tenant caused damages and submit the form to the Office Manager.

4. The Maintenance Technician will begin work on the apartment within 3 days of receiving the work order.

5. Items listed will be checked off the work order as they are completed. When all items are completed, the work order shall be marked complete. The Maintenance Technician will inform the Property Manager that the unit is Ready. The work order shall be printed and the unit preparation list attached and given to the Executive Director.

6. Upon notification that the unit is Ready the Property Manager will inspect the unit to ensure the Ready status.
## Tenant Charges

**Appliance Fees (Monthly)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laundry (Elderly/Disabled)</td>
<td>$10.00</td>
<td>Per Person</td>
</tr>
<tr>
<td>Washer (Family)</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>Dryer (Family)</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td>Dishwasher</td>
<td>$3.00</td>
<td></td>
</tr>
<tr>
<td>Freezer up to 10 CF</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>Freezer over 10 CF</td>
<td>$7.00</td>
<td></td>
</tr>
<tr>
<td>Air Filter (Leased from RFHA)</td>
<td>$11.00</td>
<td>Per Month</td>
</tr>
</tbody>
</table>

**Air Conditioners (Per Season)**

<table>
<thead>
<tr>
<th>Location</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverview Manor</td>
<td>$55.00</td>
</tr>
<tr>
<td>Edgewater/Briarwood</td>
<td>$70.00</td>
</tr>
<tr>
<td>River Town Homes (Family)</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

**Light Bulbs**

<table>
<thead>
<tr>
<th>Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bathroom Globes</td>
<td>$3.00</td>
</tr>
<tr>
<td>CFL Bulbs</td>
<td>$4.00</td>
</tr>
<tr>
<td>Fluorescents: 2' 3' 4'</td>
<td>$6.00</td>
</tr>
<tr>
<td>Circle Lamps</td>
<td>$9.00</td>
</tr>
</tbody>
</table>

**Repair Charges**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shade</td>
<td>$8.00</td>
<td></td>
</tr>
<tr>
<td>Screen (Repair)</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Screen (Replace)</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>Burner Pan or Ring (Replace)</td>
<td>$7.50</td>
<td>Each</td>
</tr>
<tr>
<td>Non Routine Repairs (Labor)</td>
<td>$34.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Non Routine Repairs (Materials)</td>
<td></td>
<td>Cost</td>
</tr>
</tbody>
</table>

**Furniture Disposal**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25.00</td>
<td>Per Item</td>
</tr>
</tbody>
</table>

**Appliance/Electronics Disposal**

**Replacement/Additional Keys**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apt</td>
<td>$5.00</td>
<td>Each</td>
</tr>
<tr>
<td>Mailbox</td>
<td>$5.00</td>
<td>Each</td>
</tr>
<tr>
<td>Storage Room</td>
<td>$40.00</td>
<td>Deposit</td>
</tr>
<tr>
<td>Townhome</td>
<td>$40.00</td>
<td>Deposit</td>
</tr>
<tr>
<td>Building</td>
<td>$40.00</td>
<td>Deposit</td>
</tr>
<tr>
<td>FOBS</td>
<td>$40.00</td>
<td>Deposit</td>
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</tbody>
</table>

**Move-Out**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean-Out/Clean-Up</td>
<td>$24.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Dispose of Furniture-Appliances</td>
<td>$25.00</td>
<td>Each</td>
</tr>
<tr>
<td>Dispose of Appliances/Electronics</td>
<td>$30.00</td>
<td>Item</td>
</tr>
<tr>
<td>Dumpster (If required)</td>
<td>$300.00</td>
<td>(apx)</td>
</tr>
<tr>
<td>Repairs (Labor)</td>
<td>$34.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Repairs (Materials)</td>
<td></td>
<td>Cost</td>
</tr>
</tbody>
</table>

**Fines**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unshoveled Walk/Parking Space</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Unmowed Lawn (Family)</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Trash Bins Out After Deadline (Family)</td>
<td>$5.00</td>
<td>Each</td>
</tr>
</tbody>
</table>

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Revised 2018-04

G/Master Forms/Tenant Charges
CREATING A WORK ORDER

1) Receive request for work order
   a. Phone call or walk in

2) Enter information in work order spreadsheet
   a. Copy/paste priority/category from table on upper right corner
      i. If Urgent, call & advise Facilities Manager immediately
   b. Enter building and apartment number
   c. Enter tenant's name
   d. Enter tenant's phone number -- locate tenant's number in Master Tenant list
   e. Enter today's date
   f. Enter your initials
   g. Description of work to be done
   h. Category

3) Is W.O. top priority? (Overflowing/ unusable toilet; smoke detector that fails to test or sounds repeatedly; gas leak; life threatening condition.)
   YES - Insert priority, mark on work order, then save, and close
   Inform the Facilities Manager of the priority work, and unit address
   NO - save, and close

4) Work order spreadsheet can only be opened by one person at a time. Do not leave Work orders open.

COMPLETING WORK ORDERS

1) Are there priority work orders? (Overflowing/ unusable toilet; smoke detector that fails to test or sounds repeatedly; gas leak; life threatening condition.)
   YES - Investigate immediately
   NO - Put on schedule in order received

2) Knock before entering unit. Is anyone home?
   YES - Is person over 18
   YES - Proceed with repair
   NO - Leave door tag requesting confirmation when adult is present or unit is vacant
   NO - Does Maintenance have permission to enter?
   YES - Proceed with repair
   NO - Leave door tag requesting confirmation of when tenant will be home.

3) Is problem resolvable by staff?
   YES - Resolve Issue
   NO - Curtain situation then Contact Subcontractor

4) Leave Door Tag explaining status of situation
5) Update work order with status of situation
6) Enter comment or recommend for Capital Improvement (CI)

WORK ORDER FOLLOW-UP

1) Is there a charge to Tenant?
   YES - List items & costs to be charged to tenant on W.O.
   Notify Office Mgr. in writing of charge
   Office Mgr bills tenant & records charge(s) in QuickBooks

2) Enter date work order is completed

3) Enter name of Maintenance Technician completing Work order

G:\instructions\Work Orders.docx
List of repairs/replacements/cleaning in vacant units includes the following items by area:

Floors
- Carpet Repair or replacement (take up existing)
- Carpet cleaning
- Vinyl repair or replacement
- Floor waxing

Walls
- Repairs - patching, and priming
- Cleaning to prepare wall for painting
- Painting - touch up and/or repainting
- Wall base - cleaning, reattachment and/or replacement

Windows
- Replace missing, and damaged hardware
- Repair frame
- Clean inside, and outside

Doors
- Hinges - lubrication, adjustment and/or replacement
- Locks - lubrication, adjustment and/or replacement
- Latches - lubrication, adjustment and/or replacement
- Opening/closing
- Surfaces - patching/repair
- Finish - touching up or refinishing

Electricity
- Cutouts - replacement
- GFCIs - replacement
- Switches - replacement
- Cover Plates - replace if broken or cracked
- Fixtures - replace older inefficient fixtures
- Bulbs - upgrade to CFLs

Plumbing
- Kitchen Sink - repair/install low flow aerator
- Bathroom Sink - repair/install low flow aerator
- Tub/shower - repair/install low flow showerhead

Heating
- Furnace or baseboard operation, and condition - repair or refinish
- Thermostat operation - repair or replacement
- Replace register covers in Family Units

Ventilation
- Kitchen range hood cleaning, and repair or replacement
- Bathroom exhaust fan cleaning, and repair or replacement

Cabinetry
- Doors - stain, finish and/or hinge repair or replacement
- Drawers - repair
- Shelves - repair, refinish and/or replace
- Frame - repair, refinish and/or replace
- Countertops - replace damaged countertops

Basement in Family Units
- Paint walls with waterproofing paint
- Ensure that water heater, furnace, breaker box are in working order
- Remove cabinets
MAINTENANCE PLAN

GENERAL INFORMATION

River Falls Housing Authority (RFHA) provides responsive and responsible leadership in the delivery of housing opportunities to persons of low and moderate income. The mission of RFHA is to manage, maintain, and facilitate affordable housing in accordance with Federal and State Statute. We will partner with the community to assess housing needs and opportunities and be proactive, creative, and collaborative in the development and delivery of fair, safe, sustainable and inclusive housing programs.

RFHA properties have been constructed at various times beginning in 1971. Construction methods and requirements of the development period influence the maintenance needs of each development. Four low-rise apartment buildings provide 139 apartments for elderly and disabled persons: Riverview Manor, Edgewater, Briarwood, and Oakpark. These developments are similar in that each is a separate building that is two-storied with elevators, off street parking, laundry rooms, social rooms, and security phones at the entries. These buildings have hot water heat. Most of the units have storage in the unit.

Windmill Place, constructed in 2007, has 24 units each with its own washer, dryer, dishwasher, garbage disposal, handicapped accessible shower, in unit storage, and air conditioners. Windmill Place has underground heated parking, sprinkler fire suppression, and electric baseboard heat. Windmill Place is a no-smoking facility that is open to persons over age 55. Amenities are identified as heated covered parking, washers, dryers, dishwashers, and air-conditioners. When an amenity is not working, it will be treated as a routine work order, not a priority work order.

In addition to senior housing developments, RFHA has a family development of 37 town-home/duplex units. There are three one-bedroom units, 18 two-bedroom units, 14 three-bedroom units, and 2 four-bedroom units. Each has a full basement, individual gas forced air furnace, and gas water heater. Laundry and cable/satellite TV hook-ups are provided. Appliances provided are a stove (gas or electric) and a refrigerator.

STAFFING PLAN

The Executive Director is responsible for the day-to-day operation of RFHA. The Executive Director ensures that policies and procedures instituted by the Board of Commissioners are implemented as intended. All staff report to the Executive Director or his/her designee.

The Maintenance Division consists of three full time employees and one part time employee: Facilities Manager, two Maintenance Technicians and a Custodian. One Maintenance Technician is assigned to work 20 hours per week at the Prescott Housing Authority site. RFHA may utilize a part-time maintenance employee through the Experience Works program. Summer help is hired to perform grounds work. The Facilities Manager directs staff, assigns maintenance tasks for all developments, and is responsible for all day-to-day maintenance operations.

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The Facilities Manager is responsible for assigning, scheduling, and monitoring completion of routine and seasonal work.

- **Fall seasonal work:**
  - Distribute air conditioner covers for tenants to install
  - Shrink-wrap air conditioners in Windmill Place

- **Winter seasonal work:**
  - Clear common area walkways of snow and apply salt as needed

- **Summer seasonal work:**
  - Maintain common area grounds, landscaping, gutters, exterior siding, trim and doors

- **Spring seasonal work:**
  - Clean common areas, including windows (inside and out), carpets, and walls.
  - Collect and store tenant air conditioner covers

- **Routine work:**
  - Testing and maintenance of common area smoke detectors, fire alarms, emergency lighting, HVAC systems, plumbing systems, electrical systems, as well as RFHA vehicles and equipment.

To assist the maintenance operation, RFHA will utilize the following service contracts:

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<thead>
<tr>
<th>Service</th>
<th>Contractor</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boiler testing/servicing</td>
<td>Carpet cleaning</td>
<td>Elevator Maintenance</td>
</tr>
<tr>
<td>Extermination</td>
<td>Fertilizing and weed control</td>
<td>Fire extinguisher testing</td>
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<td>Furnace testing/servicing</td>
<td>Sprinkler testing</td>
<td>Snow plowing</td>
</tr>
<tr>
<td>Trash hauling/recycling</td>
<td>Vacant unit painting</td>
<td>Window washing</td>
</tr>
<tr>
<td>Fire Alarm testing/servicing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All service contracts will be procured in accordance with RFHA’s procurement policies, based upon HUD regulations at 24 CFR 85.36. Contractors shall be selected using the competitive-proposal method. Service contracts are executed for a two-year term.

*HUD Uniform Physical Condition Standards are more stringent than those of USDA Rural Development. The more stringent standards will be applied to all IIA properties.

Annual fire drills are scheduled to test the common area smoke detectors, and fire alarms. Tenants are required to participate in the fire drill. Tenants who cannot hear the hallway smoke detector alarms during these fire drills will have a smoke detector for hearing-impaired persons installed in their unit. Smoke detectors in each apartment are tested during annual inspections.

Testing of the following systems is scheduled, and completed by the Facilities Manager or designee.

<table>
<thead>
<tr>
<th>System</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoke detectors/alarms in units</td>
<td>Annually, at inspection time</td>
</tr>
<tr>
<td>Emergency lighting</td>
<td>Monthly</td>
</tr>
<tr>
<td>Windmill Place sprinkler</td>
<td>Quarterly</td>
</tr>
<tr>
<td>HVAC</td>
<td>Monthly filter replacement; Annual service</td>
</tr>
<tr>
<td>Fire alarms</td>
<td>Annual test by contractor</td>
</tr>
<tr>
<td>Elevator call for assistance</td>
<td>Monthly test by contractor</td>
</tr>
<tr>
<td>Vehicles</td>
<td>Service as scheduled and repairs as needed</td>
</tr>
<tr>
<td>Lawn/snow removal equipment</td>
<td>Service as scheduled and repairs as needed</td>
</tr>
</tbody>
</table>
SEASONAL TENANT RESPONSIBILITIES

Residents of the family units (and 4-plex) are responsible for yard maintenance including mowing, weeding, and trimming shrubbery, shoveling/salting sidewalks leading to the unit, and shoveling the area around their vehicle.

Residents of the apartment buildings must remove snow from their vehicle and parking space. Tenants are not expected to move their vehicle to accommodate snow removal. Tenants are responsible for care of their unit including carpet cleaning and washing windows or having them cleaned. RFTA will contact window cleaning services to negotiate a reasonable rate when several tenants agree to have windows washed on a single day.

WORK ORDERS

The basic processing of work orders will be as follows:

a. A regular work order may be requested by a tenant, staff, commissioner or the general public. Management staff will require the following information to complete a work order request: tenant name, address (Building name, and unit #), and item needing attention. Staff will inform the tenant that requesting a work order indicates permission to enter the apartment to complete the work order whether the tenant is present or not. There must be 2 maintenance employees present when there are children under 18 in the unit without an adult present.

b. Work orders are entered in the Work Order Spreadsheet within 15 minutes of receiving the request. Emergency work orders will be given priority status and Maintenance staff will be contacted immediately by phone. Emergency work orders include: overflowing/unsafe toilets; smoke detectors that fail to test or sound repeatedly; gas leaks; life threatening conditions; no heat (during winter months). Emergency work orders will be abated or corrected within 24 hours of receiving the work order.

c. The Facilities Manager will assign work orders based upon the time received as well as the level of importance (e.g. routine vs. emergency). Electrical hazards, inoperable plumbing fixtures, no heat, and inoperable smoke detectors are highest priority. Routine work orders will be batched by location and processed in sequence. Level of difficulty will generally not have a bearing on the order of completion. The Facilities Manager will determine whether the repair is to be completed by staff or by a contractor.

d. A Maintenance Technician will address tenant generated routine work orders within 3 days of the request. The attending Maintenance Technician will abate the problem, complete the repair or order parts for making the repair. Abated work orders or repairs awaiting parts will be finished upon receipt of the parts or by a contractor, as needed. A door tag will be left by the Maintenance Technician indicating that the repair was completed, abated or parts were ordered. The Facilities Manager will alert the Property Manager if repairs cannot be completed within a timely manner.

e. Work orders generated as a result of an inspection will be categorized as capital improvements or routine work orders. Capital improvement work orders will be aggregated, bids requested and a contract awarded to complete as funds are available. Routine inspection work orders will be assigned and completed in the order in which they were received as well as the level of importance. Inspection generated work orders may not be completed within 3 days. The Facilities Manager will inform the Property Manager when an inspection generated work order takes more than 2 weeks to address.

f. The Maintenance Technician making the repair will enter information in the work order spreadsheet to indicate the date the repair was completed, initial the work order and comments, concerns or recommend future capital improvement to make long term improvements to the unit. If a tenant will be charged for
the work, the Maintenance Technician notifies the Office Manager who will send an invoice to the tenant.

g. If conditions in a dwelling unit are found to be unsanitary and unsafe during completion of a work order, the Maintenance Technician will inform the Property Manager of the conditions immediately.

TENANT CHARGES

RFHRA will annually review costs for replacing, and recycling florescent bulbs, compact florescent light bulbs, LED lights, damage charges, and fines for failure to maintain the dwelling unit as required in the lease. Tenants will be charged according to the current list. (Appendix a)

INSPECTIONS

Living units and major systems inspections are required annually to confirm compliance with HUD and Rural Development regulations. The inspections will be evenly scheduled over the year to allow time for corrective, and follow-up work.

1. Frequency
   a. All dwelling units of RFHRA will be inspected at least annually by the Property Manager.
   
   b. Additional inspections include a Move-In inspection, a Pre-Vacate inspection, and a Move-Out inspection. Rural Development, HUD and WHEDA periodically conduct monitoring inspections, in addition to the annual inspections conducted by Housing Authority staff.

   c. A Move-In inspection will be conducted with the resident at the time the tenant takes occupancy to note any preexisting conditions. Upon receipt of a Notice to Vacate, a Pre-Vacate inspection will be conducted by both the Property Manager and Maintenance Technician to estimate time, materials, and contractors needed to bring the unit to re-rental condition. A Move-Out inspection will be conducted in all vacant apartments within (1) working day after becoming vacant to determine charges for tenant damages.

2. Standards
   a. Annual inspections will utilize the Housekeeping Standards establish by RFHRA. Inspections will be conducted in accordance with HUD UPCS. All conditions noted during any inspection that do not meet UPCS will be documented in writing on the inspection sheet.

   b. Inspectors will inspect common areas in accordance with UPCS. Inspectors shall note evidence of water infiltration, and insect infestation in common areas as well as the units.

   i. Common area deficiencies will be identified as either capital improvements or routine work order items. Capital improvements will be scheduled for repair in future budgets unless the deficiency creates a hazard. A work order will be written for routine common area repairs.

   ii. Infestation in common areas will be treated as a work order item.

   iii. Evidence of water infiltration can be seen in clogged gutters, damp walls, mildew or mold. Tenants are expected to keep mold and mildew from their apartments through routine cleaning. Basements in the Family units tend to be damp during the summer and may show signs of mildew. A mold cleaning kit will be provided to tenants as needed.

3. Correction of Deficiencies
   a. Unit deficiencies which are UPCS violations will be documented on the inspection form.
1. Issuance of a work order specifying the deficiency. Property Managers will describe the problem with as much detail as needed to guide the Facilities Manager in scheduling the repair. (For example: do not say the faucet doesn’t work. Say the kitchen faucet leaks at the base.)

b. Unit Deficiencies which are not UPCS violations will also be documented on the inspection form.
   i. Issuance of a work order indicating the needed repair.
   ii. Capital improvement items or items found in several apartments during annual inspections will be included in the budget for in the next fiscal year.
   iii. Units will not “fail” the inspection for UPCS deficiencies.

c. Unit Deficiencies which are Housekeeping violations will be documented on the inspection form and the unit will “fail” the inspection.
   i. Failed inspections will be re-inspected within two weeks to verify that the violation has been corrected.
   ii. Units which fail Housekeeping inspections after the second inspection may be cause for lease termination or further action. The Property Manager will follow up by terminating the tenancy, referring the tenant to human services, or involving family members in correcting the housekeeping problem.
   iii. Issuance of a work order indicating any needed repair(s).
   iv. Property Managers will report the number of units which fail Housekeeping Inspections to the Executive Director.

AFTER HOURS EMERGENCIES

1. The Facilities Manager will ensure that employees are available to respond to after-hours emergencies.
2. Tenants are provided with a cell phone number to call in the event of an after-hours emergency. The tenant having the emergency shall let the maintenance technician and/or contractor enter their apartment.
3. Maintenance staff will share equally in carrying the cell phone after-hours. For example, each staff member may carry the phone for a one week period of after-hours response and then pass it on to the next staff member for an equal period of time. The assigned staff member shall be paid $50 per week for carrying the phone and responding to after-hours calls. Each staff member will be responsible for making arrangements to trade time with other staff members if vacations and/or sick time conflicts with responding to after-hours emergencies. Staff physically responding to an emergency shall be paid a minimum of one hour. All hours worked on after hours emergencies shall be paid at 1.5 times the normal hourly rate.
4. The contacted employee may abate the emergency, call another employee, or call a contractor, as necessary.
5. The Resident Assistant may be the initial contact for a tenant with an after-hours maintenance emergency. The Resident Assistant can calm, and assist the tenant. The Resident Assistant does not correct the emergency but may stop further damage by shutting off running water or suggesting options (i.e. using the community room refrigerator, common area restroom, etc.) until the emergency can be corrected.
6. The Maintenance Technician who responded to an after-hours emergency will enter the required information in the work order spreadsheet.

CAPITAL IMPROVEMENTS

1. HUD properties: Riverview Manor and Family units will use the Capital Fund Program for capital improvements that have been identified through the Capital Needs Assessment, annual inspections, energy audits, or the system’s life expectancy. Capital improvements budgets will be reviewed and approved by the Board of Commissioners annually.
2. Rural Development properties: Edgewater, Briarwood, Oakpark, 4-plex will use the Reserve Funds for Capital Improvements. Capital improvements will be identified through the Capital Needs Assessment,
annual inspections, energy audits, or the system’s life expectancy. Capital improvements budgets will be reviewed and approved by the Board of Commissioners annually.

3. Windmill Place will budget for capital improvements to be completed using annual revenue. Reserves for replacements may only be accessed with approval of the investor member. Great Lakes Capital Fund.

4. Procurement of goods and services will be conducted in accordance with RFHA’s Procurement policies. Contractors will be selected through the competitive bidding proposal method. The Executive Director will manage the procurement process for capital improvement items.

5. As-built plans and specifications are kept in RFHA archives. The Executive Director or designee, with architect help, will be responsible for updating them as project modifications are made.

6. The Facilities Manager, Maintenance Technicians and Property Managers will recommend capital improvements for future budgets, and will schedule work in accordance with the approved budget.

7. Energy saving measures will be considered when capital improvements are needed. Appliances will be replaced with Energy Star appliances. Lighting will be replaced with LED of CFL as appropriate.

MATERIALS, SUPPLIES AND EQUIPMENT

1. The Facilities Manager will order materials, supplies, and equipment as needed to ensure timely completion of routine work orders.

2. Use of RFHIA credit card is authorized for purchase of routine supplies, equipment and service.

3. Costs for materials, supplies, equipment and scheduled contracts are included in the operating budget. The Facilities Manager routinely compares prices offered by suppliers to ensure that RFHA pays the lowest reasonable price for materials, supplies and equipment.

BUDGET

1. The Executive Director shall prepare a budget for approval by the Board of Commissioners. The budget will be developed based upon established goals, schedules, staff requirements and known income sources.

2. The Facilities Manager and Property Managers will assist the Executive Director in budget development by monitoring practices, procedures, and purchases and recommending changes which may improve efficiency.

3. The Facilities Manager and Property Managers will review budgets, schedule improvements and monitor unit turnover expenses in accordance with the approved budget.

MAKING VACANT UNITS READY FOR OCCUPANCY

The goal is to return vacant apartments to occupancy in less than 14 days. In the case of a glut of vacancies or extensive damage to an apartment, outside contractors may be utilized to expedite the preparation of vacant units for occupancy.

The procedures for preparing apartments for occupancy are:

1. Upon receipt of a Notice to Vacate from a tenant, the Property Manager and a Maintenance Technician will schedule and conduct a Pre-Vacate inspection. The Property Manager will advise the tenant of any obvious repairs for which the tenant will be charged. The Maintenance Technician will prepare a list of materials, equipment and contractors needed to prepare the unit for re-rental considering preventive maintenance needs, damage repairs and routine maintenance requirements. See Appendix c for the checklist.

2. The Maintenance Technician will purchase/order/schedule materials and work as needed to assure timely completion of work and minimal vacancy.
3. Upon vacancy, the Property Manager will inspect the apartment within one day of receiving the keys from the former tenant and enter a work order in the work order spreadsheet listing items to be repaired or replaced. The Property Manager will include anticipated move-in date for the next tenant on the work order. Property Managers will complete the Return of Security Deposit form, determine charges for tenant caused damages and submit the form to the Office Manager.

4. The Maintenance Technician will begin work on the apartment within 3 days of receiving the work order.

5. Items listed will be checked off the work order as they are completed. When all items are completed, the work order shall be marked complete. The Maintenance Technician will inform the Property Manager that the unit is Ready. The work order shall be printed and the unit preparation list attached and given to the Executive Director.

6. Upon notification that the unit is Ready the Property Manager will inspect the unit to ensure the Ready status.
# TENANT CHARGES

Subject to change as costs change

## APPLIANCE FEES (MONTHLY)
- Laundry (Elderly/Disabled) $10.00 Per Person
- Washer (Family) $5.00
- Dryer (Family) $10.00
- Dishwasher $3.00
- Freezer up to 10 CF $5.00
- Freezer over 10 CF $7.00
- Air Filter (Leased from RFHA) $11.00 Per Month

## AIR CONDITIONERS (PER SEASON)
- Riverview Manor $25.00
- Edgewater/Briarwood $70.00
- RiverTown Homes (Family) $70.00

## LIGHT BULBS
- Bathroom Globes $3.00
- CFL Bulbs $4.00
- Fluorescents: 2', 3', 4' $6.00
- Circle Lamps $9.00

## REPAIR CHARGES
- Shade $8.00
- Screen (Repair) $25.00
- Screen (Replace) $40.00
- Burner Pan or Ring (Replace) $7.50 Each
- Non Routine Repairs (Labor) $34.00 Per Hour

## FURNITURE DISPOSAL
- $25.00 Per Item

## APPLIANCE/ELECTRONICS DISPOSAL
- Replacement/Additional Keys:
  - Apt $5.00 Each
  - Mailbox $5.00 Each
  - Storage Room $40.00 Deposit
  - Townhome $40.00 Deposit
  - Building $40.00 Deposit
  - FOES $40.00 Deposit

## MOVE-OUT:
- Clean-Out/Clean-Up $24.00 Per Hour
- Dispose of Furniture-Appliances $25.00 Each
- Dispose of Appliances/Electronics AT >$65 per
  - COST item
- Dumpster (if required) AT (aprx)
  - $300.00
- Repairs (Labor) $34.00 Per Hour

## FINES
- Unshoveled Walk/Parking Space $25.00
- Unmowed Lawn (Family) $25.00
- Trash Bins Out After Deadline (Family) $5.00 Each

Revised 2018-04
G/Master Forms/Tenant Charges
WORK ORDER FLOW CHART

CREATING A WORK ORDER
1) Receive request for work order
   a. Phone call or walk in
2) Enter information in work order spreadsheet
   a. Copy/paste priority/category from table on upper right corner
      i. If Urgent, call & advise Facilities Manager immediately
   b. Enter building and apartment number
   c. Enter tenant's name
   d. Enter tenant's phone number – locate tenant's number in Master Tenant list
   e. Enter today's date
   f. Enter your initials
   g. Description of work to be done
   h. Category
3) Is W.O. top priority? (Overflowing/unsuitable toilet; smoke detector that fails to test or sounds repeatedly; gas leak; life threatening condition.)
   YES- Insert priority, mark on work order, then save, and close
   Inform the Facilities Manager of the priority work, and unit address
   NO- save, and close
4) Work order spreadsheet can only be opened by one person at a time. Do not leave Work orders open.

COMPLETING WORK ORDERS
1) Are there priority work orders? (Overflowing/unsuitable toilet; smoke detector that fails to test or sounds repeatedly; gas leak; life threatening condition.)
   YES- Investigate immediately
   NO- Put on schedule in order received
2) Knock before entering unit. Is anyone home?
   YES- Is person over 18
      YES- Proceed with repair
      NO- Leave door tag requesting confirmation when adult is present or unit is vacant
      NO- Does Maintenance have permission to enter?
      YES- Proceed with repair
      NO- Leave door tag requesting confirmation of when tenant will be home.
3) Is problem resolvable by staff?
   YES- Resolve Issue
   NO- Contain situation then Contact Subcontractor
4) Leave Door Tag explaining status of situation
5) Update work order with status of situation
6) Enter comment or recommend for Capital Improvement (CI)

WORK ORDER FOLLOW-UP
1) Is there a charge to Tenant?
   YES - List items & costs to be charged to tenant on W.O.
   Notify Office Mgr. in writing of charge
   Office Mgr. bills tenant & records charge(s) in QuickBooks
2) Enter date work order is completed
3) Enter name of Maintenance Technician completing Work order

G:\Instructions\Work Orders.docx
List of repairs/replacements/cleaning in vacant units includes the following items by area:

**Floors**
- Carpet Repair or replacement (take up existing)
- Carpet cleaning
- Vinyl repair or replacement
- Floor waxing

**Walls**
- Repairs - patching, and priming
- Cleaning to prepare wall for painting
- Painting - touch up and/or repainting
- Wall base - cleaning, reattachment and/or replacement

**Windows**
- Replace missing, and damaged hardware
- Repair frame
- Clean inside, and outside

**Doors**
- Hinges - lubrication, adjustment and/or replacement
- Locks - lubrication, adjustment and/or replacement
- Latches - lubrication, adjustment and/or replacement
- Opening/closing
- Surfaces - patching/repair
- Finish - touching up or refinishing

**Electricity**
- Outlets - replacement
- GFCIs - replacement
- Switches - replacement
- Cover Plates - replace if broken or cracked
- Fixtures - replace older inefficient fixtures
- Bulbs - upgrade to CFLs

**Plumbing**
- Kitchen Sink - repair/install low flow aerator
- Bathroom Sink - repair/install low flow aerator
- Tub/Shower - repair/install low flow showerhead

**Heating**
- Furnace or baseboard operation, and condition - repair or refinsh
- Thermostat operation - repair or replacement
- Replace register covers in Family Units

**Ventilation**
- Kitchen range hood cleaning, and repair or replacement
- Bathroom exhaust fan cleaning, and repair or replacement

**Cabinetry**
- Doors - stain, finish and/or hinge repair or replacement
- Drawers - repair
- Shelves - repair, refinish and/or replace
- Frame - repair, refinish and/or replace
- Countertops - replace damaged countertops

**Basement in Family Units**
- Paint walls with waterproofing paint
- Ensure that water heater, furnace, breaker box are in working order
- Remove cabinets
RIVER FALLS HOUSING AUTHORITY (RFHA)
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability
The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth RFHA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by RFHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives
This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RFHA;

C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

D. Creating and maintaining collaborative arrangements between RFHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by RFHA; and

E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RFHA.

III. Other RFHA Policies and Procedures
This Policy shall be referenced in and attached to RFHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of RFHA’s Admissions and Continued Occupancy Policy. RFHA’s annual public housing agency plan shall also contain information concerning RFHA’s activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of RFHA, the provisions of this Policy shall prevail.

IV. Definitions
As used in this Policy:

A. Domestic Violence – The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, 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.

B. **Dating Violence** – means violence committed by a person—
   (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
   (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
      (i) the type of relationship.
      (ii) The frequency of interaction between the persons involved in the relationship.

C. **Stalking** – means –
   (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
      (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
   (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
      (i) that person;
      (ii) a member of the immediate family of that person; or
      (iii) the spouse or intimate partner of that person;

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

E. **Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. **Admissions and Screening**
   A. **Non-Denial of Assistance.** RIHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

   B. **Mitigation of Disqualifying Information.** When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, RIHA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, RIHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. RIHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. **Termination of Tenancy or Assistance**
   A. **VAWA Protections.** Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by RIHA:
1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by RFHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

   (a) Nothing contained in this paragraph shall limit any otherwise available authority of RFHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither RFHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

   (b) Nothing contained in this paragraph shall be construed to limit the authority of RFHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or RFHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

D. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, RFHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RFHA. Leases used for all public housing operated by RFHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by RFHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The law allows, but does not require, RFIIA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., RFHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken.
by RFHA. Section 8 owners or managers receiving rental assistance administered by RFHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form** - by providing to RFHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. **Other documentation** - by providing to RFHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. **Police or court record** - by providing to RFHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. **Time allowed to provide verification/failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by RFHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. **Waiver of verification requirement.** The Executive Director of RFHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right in, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. **Confidentiality**

A. **Right of confidentiality.** All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to RFHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted,
shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. Notification of rights. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by RFHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

VIII. Transfer to New Residence

A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RFHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. Action on applications. RFHA will act upon such an application promptly.

C. No right to transfer. RFHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of RFHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. Family rent obligations. If a family occupying RFHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by RFHA. In cases where RFHA determines that the family's decision to move was reasonable under the circumstances, RFHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

E. Portability. Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. Court orders. It is RFHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RFHA and their property. This includes
cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up. Other RFHA policies regarding family break-up are contained in RFHA’s Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Notification
RFHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XII. Relationship with Other Applicable Laws
Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIII. Amendment
This policy may be amended from time to time by RFHA as approved by the RFHA Board of Commissioners.
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<td><strong>16,300</strong></td>
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