

PROPOSED CHANGES

2019 Public Housing Authority Plan (ACOP and Administrative Plans)

The Public Housing Authority (PHA) must define any significant changes to its policies or plans. The PHA defines a “substantial deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s stated mission and the persons the Authority serves. Some of the proposed changes below have not been deemed “significant”.

New language is indicated in red. Deleted language is shown in ~~strikeout~~.

There are 13 proposed changes to the 2019 PHA Plan described below: there are 10 changes in the ACOP and 3 changes in the Administrative Plan.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

1. Chapter 2 – Eligibility for Admission, Page 4

A. Factors Affecting Admissions

Criminal Screening Criteria

Admission of applicants with any current criminal charges may be delayed pending a final court decision on the charges or other disposition of the case (e.g. by plea bargain). After the final court decision, the applicant’s case will be reviewed to determine whether the applicant meets all admission criteria.

All families must meet or exceed the tenant selection and suitability criteria set forth in this chapter. The PHA will not consider any convictions that are more than three years old, provided no other criminal activity has taken place in the interim.

~~The PHA will not consider any convictions that are over three years old provided no other criminal activity has taken place in the interim. The PHA will consider mitigating circumstances.~~

Explanation of Change: This language was added to be consistent with the Housing Choice Voucher Program’s Administrative Plan.

2. Chapter 7 – Verification Procedures, Page 13

G. Verification of Allowable Deductions from Income

Unreimbursed Medical Expenses (24 CFR§ 5.611(a)(ii))

Families who claim unreimbursed medical expenses will be required to submit a certification as to whether such expenses have been, or will be, reimbursed by an outside source (e.g. medical insurance). **All documentation required to grant the medical expense deduction(s) must be presented to the PHA prior to the deduction being granted. If the documentation is not presented to the PHA prior to the effective date of recertification, any unverifiable medical expense deductions will not be granted and the recertification will be deemed complete. The family may produce additional information regarding their medical expenses so that a deduction may be granted through an interim recertification.**

Explanation of Change: This language was added at the request of the PHA's Legal Counsel.

3. Chapter 8 – Transfer Policy, Page 5

TRANSFER VACATE CHARGES

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. The resident will sign an agreement that will specify that the keys to the former unit must be returned within three (3) days or he or she will pay a \$25.00 daily **storage fee charge**, for a maximum of 7 days. ~~On the 8th day, the PHA will consider the unit surrendered and any personal property or belongings remaining in the former unit will be disposed of in accordance with state law.~~ **On the fourth (4th) day following the transfer date, PHA will issue a Notice of Belief of Abandonment and will continue charging a \$25.00 daily fee until unit keys are surrendered and/or the notice expires, whichever occurs first.**

Explanation of Change: Removed maximum number of days that charges can be levied, 7 days was considered to be short. 8th day course of action was determined to be unreasonable. Notice of Belief of Abandonment issuance will allow the removal, or proper disposal, of any items left behind after resident has taken possession of their new unit and has shown no interest in the items left behind in their former unit.

4. Chapter 9 – Leasing, Page 7

S. Gardening

~~If After receiving written approval, the resident fails to~~ **will water and keep the garden weed free. they will be charged for clean-up of any debris and the use privilege will be withdrawn. In addition, the resident must ensure that their garden plants or trees do not touch any part of the PHA's buildings or structures. All watering must be supervised by the resident and no free flowing hoses allowing water to run across sidewalks and into street gutters will be allowed. Failure to maintain their garden spaces may result in charges to have any debris cleaned, and the potential revocation of their garden privileges. Residents that**

have been given written approval for gardening in planter areas may be provided a placard stating “Maintained by Tenant” to be placed in the planter area.

Explanation of Change: Gardening language was added for clarity to our residents, upon the request of the Resident Advisory Board. Added language from REAC standards in regards to building clearances and vegetation. Added language for the Agency to have recourse in the event that a garden is not maintained.

5. Chapter 9 – Leasing, Page 7

Y. OPEN FLAME COOKING DEVICES

The PHA will follow the regulation enforced by the local fire departments in the Sacramento region - California Fire Code, Section 308.3.1

Charcoal burners and other open-flame cooking devices shall not be operated on any balconies or within 10 feet of any PHA building. Exceptions include an electric barbecue and propane fueled cooking device not greater than one (1) pound gas liquid propane capacity.

Tanks, charcoals and charcoal fluid cannot be stored on the inside of a dwelling unit or on the balcony, or within 10 feet of combustible construction or inside of any enclosed structure.

Explanation of Change: This language was added to clarify housekeeping standards for residents.

6. Chapter 13 – Complaints, Grievances, and Appeals, Page 3

PROCEDURE FOR REVIEW FOR APPLICANTS

Except where applicants can demonstrate good cause for delay, a written request for an informal review must be received by the PHA no later than 15 days (by the close of the business on the 15th day) from the date of the PHA's notification of denial. The informal review will be held within sixty (60) days from the date the request is received.

The informal review will not be conducted by the person who made or approved the decision under review.

The applicant will be given the option of presenting oral or written objections to the PHA's decision. The PHA will provide a translator to assist with the informal review upon request, **the family must make the request to the PHA at least five (5) business days prior to the hearing.** Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense; however, the family must notify the PHA at

least five business days prior to the hearing if the family plans to be represented by an attorney.

Explanation of Change: There previously was not a specified timeframe for the family to make the request for a translator. The contractor that the Agency works with requires 5 business days of advance notice in order to provide the required translation services.

7. Chapter 14 – Family Debts to the PHA, Page 1

A. REPAYMENT AGREEMENTS FOR FAMILIES

The maximum length of time the PHA will enter into a repayment agreement with a family is twelve (12) months unless otherwise specified and approved by the PHA.

The minimum monthly amount of monthly payment for any repayment agreement is ~~ten dollars (\$10)~~ **twenty five dollars (\$25)**.

Explanation of Change: A \$10 minimum charge would a result in a majority of repayment agreements to have a duration of more than 12 months, which is contrary to the maximum length policy.

8. Chapter 15 – Community Service and Self-Sufficiency, Page 3

D. NON-COMPLIANCE OF FAMILY MEMBERS

If the PHA determines that a family member is required to fulfill a service requirement, but the family member has failed to do so, the PHA will send the family a notice describing the noncompliance at least 30 days prior to the end of the lease.

In the event of noncompliance, the lease will end unless:

- The family provides proof that the non-compliant resident is no longer in the unit or
- The non-compliant family member and the Head of Household sign an agreement with the PHA to make up the deficient hours over the next twelve- (12) month period. The agreement will stipulate the number of hours the family member is required to perform each month. Staff will monitor these agreements to ensure that the family member is complying with the agreement. Non-compliance with the make-up agreement will result in termination **of tenancy at the end of the current 12-month lease**. The PHA will issue a 30-day notice **of termination** based on violation of this agreement.

Explanation of Change: Provided clarity of when the termination would happen in the event of non-compliance. It was not specified previously.

9. Chapter 20 – Reasonable Accommodation Policy and Procedures, Page 1 and 2

A. FAIR HOUSING POLICY

The PHA will not deny any family or individual the opportunity to apply for or receive assistance under the public housing program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, **genetic information**, sexual orientation or gender identity.

Explanation of Change: This language was added to be consistent with the Federal Fair Housing Act of 2008.

10. Chapter 22 – Marijuana Policy, Page 3

Chapter 22: MARIJUANA POLICY

(Effective September 1, 2019)

While **use and** possession of marijuana is no longer a crime under California law (~~with the proper permit~~), its possession is still illegal under federal law. When a state law is in conflict with a federal law, the federal law prevails. Thus, under federal law, **use and** possession of marijuana ~~for medical and/or non-medical purposes~~ constitutes a crime.¹

The Sacramento Housing and Redevelopment Agency (SHRA) utilize leases that prohibit any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants. Furthermore, any drug-related criminal activity on or off such premises, engaged in by a public housing resident, any member of the resident's household, or any guest or other person under the resident's control, shall be cause for termination of tenancy. The ~~possession, use, cultivation, growing, sale, barter, purchase or exchange of marijuana~~ is a serious violation of the lease ~~between the PHA and the resident~~.

Admissions:

All forms of marijuana use, ~~including the use of "medical marijuana"~~ are illegal under federal law even if it is permitted under state law.² SHRA will deny admission to any household with a member who is, at the time of application for

¹ The Controlled Substances Act (CSA), 21 USC Section 801 et. seq. categorizes marijuana as a Schedule 1 substance and therefore the manufacture, distribution or possession of marijuana is a federal criminal offense.

² The Controlled Substances Act (CSA), 21 U.S.C. Section 801 et. seq.

admission, illegally using a controlled substance as that term is defined by the federal *Controlled Substance Act* (CSA).

Reasonable Accommodation:

SHRA will not grant accommodate a resident's request to use and/or possession of medical marijuana as a reasonable accommodation, as it would not be reasonable for the PHA to allow a resident with disabilities to violate the law as a reasonable accommodation. As such, the PHA will not tolerate illegal drug use in or on its residential units or allow Housing Choice Voucher (HCV) participants to engage in such illegal drug units on or around their assisted units. **It is illegal for a person to use or possess marijuana under federal law. Reasonable Accommodations do not include requiring SHRA to tolerate illegal drug use or risk losing its HUD funding for doing so.**

Medical Expense Deduction:

HUD regulations require that when calculating a disabled tenant's adjusted income, a PHA must deduct from annual income the "un-reimbursed medical expenses of any elderly or disabled family" that exceed three percent (3%) of annual income.³

Because the use, possession, trafficking, and sale of medical marijuana are violations of federal law, a disabled resident cannot deduct from his/her annual income monies used to purchase medical marijuana, regardless of whether they have a state permit to use or purchase medical marijuana. However, the IRS specifically states that a person "cannot include in medical expenses amounts [paid] for controlled substances (such as marijuana, laetrile, etc.), in violation of federal law."

Non-Smoking Facility Policy (ACOP):

PHA policy prohibits residents, or other occupants, and their guests from smoking pipes, cigars, cigarettes or marijuana in their public housing units. In addition, the PHA will not allow smoking in internal common areas or marijuana smoking in designated smoking areas within its Public and Affordable Housing properties. As a responsible landlord, SHRA has designated identified the internal common areas as smoke-free zones to take into consideration of the health and safety rights of residents, visitors, staff, and vendors who enter private residential dwellings and enclosed common areas. Compliance with smoke-free housing rules by all residents and their visitors, including staff and vendors, will benefit everyone who accesses these areas.

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within 25 feet of building(s) including entry ways, porches, balconies, windows,

³ 24 CFR 5.611(a)(3)

Explanation of Change: Updated Medical Marijuana Policy. Most of the changes were removing medical from the marijuana policy to include all Marijuana whether medicinal or recreational.

and patios. This policy applies to all staff, tenants, guests, visitors, and contractors.

Explanation of Change: Updated Medical Marijuana Policy. Most of the changes were removing medical from the marijuana policy to include all Marijuana whether medicinal or recreational.

Administrative Plan 2018

1. Chapter 4, Establishing Preferences and Maintaining the Tenant Based Voucher Wait List, page 4-3

The PHA reserves the right to verify the authenticity of any document it deems to be questionable.

- 1) (5 points) Residency preference for families who live, work, or have been hired to work in Sacramento County, or any political subdivision thereof. The PHA will verify residency accepting one of the following:
 - a) Lease agreement in the applicant's name showing an address in the city or county of Sacramento and proof that they still reside there.
 - b) Copy of current utility bill in applicant's name.
 - c) Proof of employment in the City or County of Sacramento.
 - d) Written documentation from a government agency such as the Department of Human Assistance, DMV or Social Security Administration certifying to the applicant's residency and address in the city and county of Sacramento. Must have two of these letters.
 - e) If homeless, a referral from a homeless provider in the City or County of Sacramento verifying residency or a self-certification indicating specific current nighttime sleeping location and one piece of mail from number d) above issued to the applicant.
- 2) (3points) Veteran preference to a household containing a veteran, a person who has served in the active military, reserves, or National Guard who was called to active duty by a federal order of the United States at any time and who has been other than dishonorably discharged or released from service.
- 3) (2 points) Permanently disabled preference for families who have a member with a permanent disability. The applicant family must supply one of the following:
 - a) A Social Security Disability (SSD) or Supplemental Security Income (SSI) letter from the Social Security Administration verifying the disability status. The SSD or SSI printout must state the person is disabled or have the SSD or DI mark which is typically located at the top right of the SSA or SSI print out next to the person's name. A person may receive SSD or SSI simply because they are elderly which would not qualify them for the Disabled Preference.
 - b) *Certification of Disability* form completed by a medical professional.

4) (2 points) Lease In-Place

In the event the HCV leasing rate falls below 97%, preference will be given to families on the waiting list who are willing and able to lease in place. Families who are considered to be living in-place are those who reside in a unit where the landlord will certify they will accept the HCV program. They must have resided in unit for the past three months and must remain in unit for a period of no less than one year after assistance starts. The unit must meet all other program requirements in order to qualify for the preference.

Explanation of Change: This is a newly added preference that will allow the PHA to house families more quickly and better utilize funding.

2. Chapter 19 Special Housing Types, page 19-14

Maximum Term of homeownership assistance/ Time Limits CFR 982.634

The maximum terms during which a family can receive homeownership assistance are:

- 15 years if the initial mortgage has a term of 20 years or longer.
- 10 years in all other cases.

Time limit applies from the initial purchase, regardless of whether the family moves to a new unit.

Time limits do not apply to elderly and disabled families. The family must be considered an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies at any time during receipt of homeownership assistance the family qualifies as a disabled family.

Explanation of Change: This added information matches federal regulations.

3. ADDENDUM #1- THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

Explanation of Change: This section was added to the Administrative Plan to mirror the FSS program in Public Housing. The consistency in programs and policies enables participants to be subject to the same annual review process in both departments.

4. Chapter 21 Project-based Housing Choice Voucher Program, page 21-2

B. PROPOSAL SELECTION PROCEDURES

Non-Competitive Process

A PHA may provide PBV assistance to improve, develop, or replace a public housing property or property that it controls or has an ownership interest in without using a

competitive process (H.R. 3700 Housing Opportunities Through Modernization Act of 2016, Section 106). ~~The PHA is involved in two such projects: Bainbridge and Twin Rivers.~~

~~Additionally, the PHA may add units to a PBV HAP Contract without engaging in a competitive process in order to preserve funding or provide additional resources to serve homeless families.~~

The PHA is disposing of one public housing property that it owns and is under a public housing Annual Contributions Contract. Per HUD regulations, the disposed unit must be replaced on a one-for-one basis in the community. The PHA intends to apply a project-based voucher to a unit of housing owned by the PHA but not receiving HUD assistance without using a competitive process (per PIH 2017-21, page 48). Specifically, the unit at 3380 Taylor Street, Sacramento will receive a project based voucher contract without following a competition so that the unit at 3867 Bainbridge Drive, North Highlands, a unit under a public housing Annual Contributions Contract, can undergo disposition.

~~Additionally, the PHA is replacing public housing located at Twin Rivers with mixed income housing and plans to apply 218 PBV to the newly constructed housing at this site in order to preserve affordable housing. The Choice Neighborhood Initiative (CNI) at Twin Rivers is a large effort to transform obsolete public housing to rebuild mixed income housing to create a vibrant service-rich community that is well integrated with the surrounding neighborhood.~~

~~The PHA may also add units to a PBV HAP Contract without engaging in a competitive process in order to preserve funding or provide additional resources to serve homeless families.~~

Explanation of Change: This section was added to include the demolition and new construction and subsequent application of project-based vouchers to the newly constructed units located at the Twin Rivers site based on the Choice Neighborhoods Initiative (CNI).