

Othello Housing Authority

**Annual Plan  
Fiscal Year  
2023**



# SMALL HOUSING AUTHORITY

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Copies of any information not physically included with this document can be reviewed in the Main Office of the Othello Housing Authority located at 335 N. 3<sup>rd</sup> in Othello, Wa.

# FIVE YEAR PLAN

## Five-Year Goals

The following pages show the mission statement of the Othello Housing Authority and it also explains the goals and objectives the Housing Authority has adopted. Page 4 explains the progress report that shows the goals that have been achieved for the prior year.

# FIVE-YEAR PLAN

## MISSION STATEMENT

The mission statement of the Othello Housing Authority is:

The mission of the Othello Housing Authority of the City of Othello is to assist low-income families with safe, decent, and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. The Housing Authority is committed to operating in an efficient, ethical, and professional manner. The Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.

## FIVE-YEAR GOALS

The goals and objectives adopted by the Othello Housing Authority are:

**Goal One:** The Othello Housing Authority's shall be recognized by HUD as a high performer under the Public Housing Assessment System.

Manage the Othello Housing Authority in a manner that results in full compliance with applicable statutes and regulations as defined by program audit findings.

### Objectives:

1. The Othello Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry as evidenced by a passing score on the Resident Service and Satisfaction Indicator of the Public Housing Assessment System.

**Goal Two:** Assist our community increase the availability of affordable, suitable housing for families in the very-low-income range, cited as a need in our Consolidated Plan.

### Objectives:

1. The Othello Housing Authority shall assist 5 families move from renting to homeownership by December 31, 2025.
2. Locate at least two partners, non-profit, locally or nationally-based. These partners will work with us on the acquisition, improvement and/or development of additional housing opportunities for this target group.

**Goal Three:** Enhance the marketability of the Othello Housing Authority's public housing units

Make public housing the affordable housing of choice for the very low-income residents of our community.

### Objectives:

1. The Othello Housing Authority shall achieve a level of customer satisfaction that gives

the agency the highest score possible in this element of the Public Housing Assessment System.

2. The Othello Housing Authority shall become a more customer - oriented organization.

**Goal Four:** Improve resident and community perception of safety and security in the Othello Housing Authority's public housing developments.

**Objective:**

1. The Othello Housing Authority shall reduce crime in its developments so that the crime rate is less than their surrounding neighborhood.
2. The Othello Housing Authority shall refine the memorandum of understanding between the jurisdiction's police force and this agency. The purpose of this is to better define the "edge problem" of crime that occurs near our developments and develop strategies for identifying and reducing this problem.
3. The Othello Housing Authority shall reduce its evictions due to violations of criminal laws by 10% by December 31, 2025.

**Goal Five:** Maintain the Othello Housing Authority's real estate in a decent condition.

Deliver timely and high-quality maintenance service to the residents of the Othello Housing Authority.

**Objective:**

1. The Othello Housing Authority shall create and implement a preventative maintenance plan by December 31, 2012. (created)
2. The Othello Housing Authority shall maintain an average response time of 6 hours in responding to emergency work orders by December 31, 2025.
3. The Othello Housing Authority shall maintain an average response time of four days in responding to routine work orders by December 31, 2025.

**Goal Six:** Operate the Othello Housing Authority in full compliance with all Equal Opportunity laws and regulations.

**Objective:**

1. The Othello Housing Authority shall mix its public housing development populations as much as possible ethnically, racially, and income wise as much as possible.

**Goal Seven:** Ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.

**Objective:**

1. The Othello Housing Authority shall operate so that income exceeds expenses every year.

2. Othello Housing Authority will reduce its dependence on HUD by raising \$25,000 from non-HUD sources by December 31, 2025.

**Goal Eight:** Enhance the image of public housing in our community.

**Objectives:**

1. The Othello Housing Authority's leadership shall speak to at least 4 civic, religious, or fraternal groups a year between now and December 31, 2025, to explain how important they are to the community.
2. The Othello Housing Authority shall ensure that there are at least 3 positive stories a year in the local media about the Housing Authority or one of its residents.

**Goal Nine:** Improve access of public housing residents to services that support economic opportunity and quality of life.

**Objectives:**

1. The Othello Housing Authority will maintain existing partnership in order to enhance services to our residents by December 31, 2025.
2. All Othello Housing Authority residents will get off TANF in their allotted time period without a penalty.
3. The Othello Housing Authority shall ensure that at least 1 supportive service opportunities are present for every public housing resident by December 31, 2025.
4. The Othello Housing Authority shall assist 15 families voluntary move from assisted to unassisted housing by December 31, 2025.
5. The Othello Housing Authority, working with its partners, shall ensure that 90% of its TANF residents are working or engaged in job training by December 31, 2025

**The following is a progress report on our mission and goals that have been achieved for FY 2022**

1. Goal #1 - The Othello Housing Authority is in full compliance with applicable statutes and regulations as defined by program audit findings. No findings were found during our audit in FY 2022.
2. Goal #2 - In the year 2022, three families have moved out of low income and became homeowners.
3. Goal #3 - In the year 2022 the Othello Housing Authority received a score of 40 out of 40 for the physical condition of the public housing properties.
4. Goal #4-For the past few years, we have not had to evict any tenants for illegal activity or criminal crimes.
5. Goal#5 - The Othello Housing Authority continues to maintain the properties in a safe and criminal free environment. The Othello Housing Authority and the Othello Police Department have come together to make sure we are notified of any crimes that happen on our properties.
6. Goal #6-The Othello Housing Authority continues to maintain an average response time to emergency work orders of less than 24 hours and average response time for non-emergency work orders of less than four days.

# HOUSING NEEDS

## Housing Needs

The section of this plan, explains the housing needs in the jurisdiction (Table 1) and on the low-income public housing waiting list (Table 2) in Othello. Also enclosed is the public housing waiting list which is broken down per bedroom size, income, racial/Ethnic breakdown and the average length of time an applicant may need to wait to receive housing.



## NEEDS ASSESSMENT

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The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in our Annual Plan a Needs Assessment of the housing needs of our jurisdiction and our waiting list. Also, we are required to state how we intend to address these needs.

Attached is the information contained in the Housing Needs Section of our Consolidated Plan. It shows there is a significant need for additional affordable housing resources in our community. Also, per the requirements, we have attached data and tables that provide an analysis of our waiting list.

The information was analyzed in the following housing needs studies done in 2010 US Census Bureau as well as a market demand study in 1997 consistently document a pattern of persons meeting three basic indicators of housing needs which are: (1) living in substandard housing; (2) living in overcrowded housing; (3) paying too much family income for housing. Occupancy levels in rental property consistently exceed 97% indicating a continuing need.

The Othello Housing Authority used this analysis to prepare our five-year goals and objectives. It reflects our priorities that we have set forth in our Mission Statement.

Our agency is part of the entire effort undertaken by the Othello area to address our affordable housing needs. As stated above, the need for housing shows that during the 1970's and early 1980's there were several affordable housing projects built in this small city. Most of these projects were tax credit projects and they helped to solve an acute shortage of affordable housing in Othello. The communities need for affordable housing has increased during the last twenty years due to the area diversifying its crop production and creating a demand for more year around workers versus migrant labor. Numerous of these projects have fulfilled the goals of the original developers and are now being offered for sale. While we cannot ourselves meet the entire need identified here, in accordance with our goals included in this Plan, we will try to address some of the identified needs by using appropriate resources to maintain and preserve our existing stock. When appropriate and feasible, we will apply for additional grants and loans from federal, state and local sources, including private sources to help add to the affordable housing available in our community. We intend to work with our local partners to try to meet these identified needs.

This year, we expect to receive **\$566,350.00** in funds for our existing programs (**refer to section #17 on Financial Resources**). We will continue to use those resources to house people. At this time, we do not intend to apply for any funds. Priorities and guidelines for programs often change from year to year and our decisions to pursue certain opportunities and resources may also change over the coming year if there are program changes beyond our control.

# ANALYSIS OF THE PUBLIC HOUSING WAITING LIST

<b>Total Number of Families on the Waiting List</b>	214
 <b>Bedroom Breakdown:</b>	
One Bedroom Applicants	89
Two Bedroom Applicants	57
Three Bedroom Applicants	48
Four Bedroom Applicants	20
Five Bedroom Applicants	N/A
Six or more Bedroom Applicants	N/A
 <b>Income Distribution of Applicants:</b>	
Applicants between 50% and 80% of Median	0
Applicants between 30% and 49.9% of Median	214
Applicants at less than 30% of Median	
 <b>Number of Applicant Families Headed by an Elderly Person</b>	
	90
<b>Number of Applicant Families with a Person with a Disability</b>	
	90
 <b>Racial/Ethnic Breakdown:</b>	
White (Non-Hispanic)	38
Black (Non-Hispanic)	0
American Indian/Native Alaskan	0
Asian or Pacific Islander	0
Hispanic	176
Other	0
 <b>Average Length of Time to Receive Housing (in months)</b>	
	24
 <b>If waiting list is closed, date it closed</b>	
	N/A

## JURISDICTIONAL NEEDS ASSESSMENT TABLE

<b>Table 1. Needs of Specific Families in the Jurisdiction</b>			
	<b>EXTREMELY LOW INCOME</b>	<b>ELDERLY, DISABLED</b>	<b>RACIAL/ETHNIC GROUP</b>
<b>Affordability Issues</b>	A large percent of existing stock and newly developed property is affordable	<b>Good Supply</b>	<b>None determined</b>
<b>Supply of Housing</b>	Preserving existing affordable housing and increasing total units is needed.	<b>Sufficient</b>	<b>None Determined</b>
<b>Quality of Housing</b>	Existing units are of good quality	<b>Good</b>	<b>None Determined</b>
<b>Accessibility</b>	<b>Good Supply</b>	<b>Good</b>	<b>None Determined</b>
<b>Size</b>	Two- and three-bedroom units are in demand and in short supply	<b>N/A</b>	<b>Hispanic families tend to be larger creating need for 3 bedroom and larger units</b>
<b>Location of Housing</b>	Scattered throughout this small community	<b>Scattered</b>	<b>None Determined</b>

# PUBLIC HOUSING WAITING LIST NEEDS ASSESSMENT TABLE

<b>Table 2. Needs of Specific Families on the Public Housing Waiting List</b>			
	<b>EXTREMELY LOW INCOME</b>	<b>ELDERLY, DISABLED</b>	<b>RACIAL/ETHNIC GROUP</b>
<b>Affordability Issues</b>	Demand will continue	Good supply of affordable, Quality housing	None determined
<b>Supply of Housing</b>	Need to work on not Losing existing housing stock	Fair Supply	None determined
<b>Quality of Housing</b>	Existing units are of good quality	Existing units are or good quality	None determined
<b>Accessibility</b>	Fair Supply	Good Supply	None determined
<b>Size 2BR or larger</b>	Short supply	Not Applicable	Hispanics has highest
<b>Location of Housing</b>	Most affordable units are scattered throughout jurisdiction near services, churches, schools & other	Located near services and other institutions.	None determined

# FINANCIAL RESOURCES

## Financial Resources

The statement attached shows the income received from rental income and funding received from HUD (Housing and Urban Development). This income is only for low-income public housing.

**STATEMENT OF FINANCIAL RESOURCES**

1	<b>Income/Receipts for Public Housing</b>	
2	Rental Income	275,242.00
3	Investment Income	
4	Entrepreneurial Activities	N/A
5	Donations	N/A
6	Leveraged Funds	
7	Operating Fund Receipts	291,108.00
8	Current Capital Fund Receipts	
9	Prior Year Capital Fund Receipts	
10	Current Drug Elimination Program Receipts	N/A
11	Prior Year Drug Elimination Receipts	
12	Other Grant Receipts (ARRA)	
13	Other:	
14	Other :	
15	Other :	
16	Other :	
17	<b>Total Public Housing Income</b>	566,350.00
18		
19	<b>Expenditures for Public Housing</b>	
20	Capital Fund Expenditures	
21	New Development Expenditures	
22	Anti-Crime and Security Expenditures	
23	Resident Services Expenditures	
24	Program Administration Expenditures	
25	Contributions to Reserve Account	
26	<b>Total Public Housing Expenditures</b>	
27		
28	<b>Income/Receipts for Tenant-Based Assistance</b>	
29	Annual HAP Contribution	
30	Administrative Reserve Interest Income	
31	<b>Total Tenant-Based Income</b>	
32		
33	<b>Expenditures for Tenant-Based Assistance</b>	
34	HAP Payment to Owners	
35	Program Administration Expenditures	
36	Contributions to Administrative Reserve	
37	<b>Total Tenant-Based Expenditures</b>	
38		
39	<b>Public Housing Reserves</b>	
40	<b>Tenant-Based Administrative Reserves</b>	

# ELIGIBILITY, SELECTION AND ADMISSIONS POLICY

## ELIGIBILITY, SELECTION AND ADMISSIONS POLICY

To qualify to live in low-income public housing, you must qualify as per the Admission and Continued Occupancy Policy which is located at the main office.

## **ELIGIBILITY, SELECTION, AND ADMISSIONS POLICY**

The policies that govern eligibility, selection, and admission in the Othello Housing Authority Public Housing Program are found in our Admissions and Continued Occupancy Policy. The relevant sections are as follows:

### **Public Housing**

Section 3 - Applying for Admission

Section 5- Eligibility for Admission

Section 6- Tenant Selection and Assignment



# RENT DETERMINATION

## Rent Determination Response

Rent determination for tenants that live at the low-income public housing is based on 30% of their income. Tenants that have zero income must pay a minimum rent of \$50.00 per month.

## **RENT DETERMINATION RESPONSE**

The Othello Housing Authority operates Public Housing. We have decided to set the following rent policies for the Public Housing Program.

1. We are retaining the calculation of rent payment at greater of 30% of adjusted monthly income, 10 % of monthly income, or shelter rent.
2. We have established a minimum rent of \$50.00.
3. Tenants are given the option to pay a Flat Rent based on the bedroom size

# OPERATION AND MANAGEMENT

## Operation and Management

The following section shows the policies that govern the housing authority operations (copies of these policies are located in the main office). Also mentioned in this section is a list of properties that are managed by the Othello Housing Authority.

## OPERATION AND MANAGEMENT

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The Othello Housing Authority has the following Policies that govern our operations:

- Admissions & Continued Occupancy Policy
- Check Signing Policy
- Capitalization Policy
- Criminal Records Management Policy
- Personnel Policy
- Equal Housing Opportunity Policy
- Disposition Policy
- Drug Free Policy
- Grievance Policy
- By Laws
- Maintenance Policy
- Smoke Free Policy
- Pet Policy
- Procurement Policies
- EIV Policy (Enterprise Income Verification)

The required pest control policy is contained in our Maintenance Policy (see Section 2.5(A)).

Copies of these policies can be located in our office at 335 N. 3<sup>rd</sup>, Othello, WA

The Othello Housing Authority operates the following programs:

PROGRAM	BRIEF DESCRIPTION
Low Income Public Housing	55 units of public housing
Tax Credit Program	42 units of farmworker housing (Harvest Manor)
Non-HUD	15 units of self-supported rental housing (Main St./7 <sup>th</sup> St.)
Tax Credit Program	31-unit tax credit project (Oasis Apts.)
USDA	52 unit of rural housing (Lions Park Apartments)
Project Based Section 8	22 units of Section 8 housing (Parkview Apts.)
USDA 515	26 units of Elderly/Disabled housing (Cedar Park Apts.)
Seasonal Farmworker Housing	25 Units (216 beds) of farm worker housing (Lugar Seguro)

The Othello Housing Authority has 55 public housing units in the following locations:

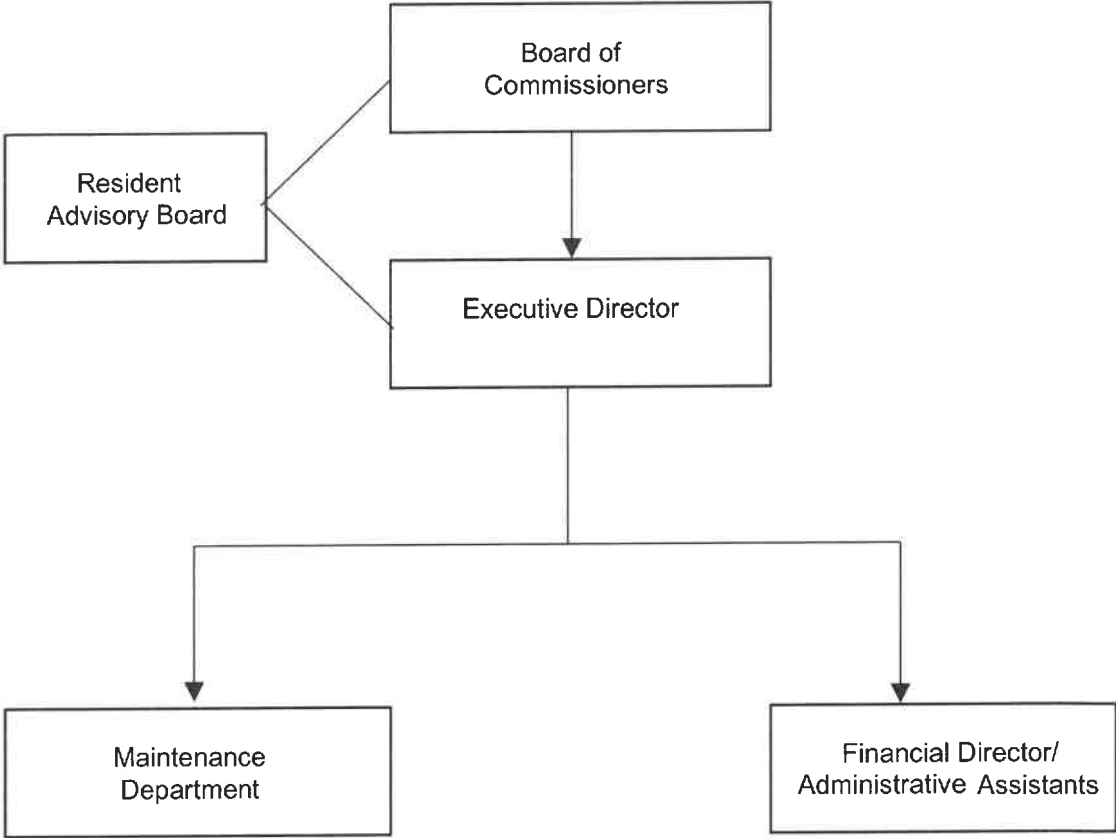
<b>DEVELOPMENT NAME</b>	<b>NUMBER OF UNITS</b>	<b>AVERAGE ANNUAL TURNOVER</b>
WA026001	55	20%

Othello Housing Authority is aided by a representative group of tenants serving as a Resident Advisory Board. Othello Housing Authority is a very small entity whose tenants have opted not to have a Resident Council. In addition to fulfilling the requirement for review of the Othello Housing Authority Plan the Resident Advisory Board will also periodically meet to consider other matters important to the Housing Authority.

Resident Advisory Board participants are all volunteers and are representative of the tenant population.

Finally, attached is an organizational chart of the Othello Housing Authority.

OTHELLO HOUSING AUTHORITY  
ORGANIZATION CHART



# GRIEVANCE PROCEDURE

## Public Housing Grievance Procedure

The grievance procedure gives the housing authority tenants that are being evicted a tool to resolve disputes with the housing authority that is quicker and less expensive than a lawsuit. It provides information on the regulatory requirements and how the process works for both the resident and the housing authority.

# PUBLIC HOUSING GRIEVANCE PROCEDURE

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## 1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

## 2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Othello Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Othello Housing Authority or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Othello Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;
  - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
  - 4. A decision on the merits.



- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
  - 1. Who resides in the unit and who executed the lease with the Othello Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
  - 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Othello Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

### **3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the Othello Housing Authority office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

### **4.0 PROCEDURES TO OBTAIN A HEARING**

#### **4.1 REQUEST FOR HEARING**

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

#### **4.2 SELECTION OF A HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person appointed by the Othello Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Othello Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Othello Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

#### **4.3 *FAILURE TO REQUEST A HEARING***

If the resident does not request a hearing in accordance with this section, then the Othello Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Othello Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

#### **4.4 *HEARING PREREQUISITE***

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### **4.5 *ESCROW DEPOSIT***

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Othello Housing Authority claims is due, the resident shall pay to the Othello Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Othello Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Othello Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Othello Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

#### **4.6 SCHEDULING OF HEARINGS**

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Othello Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

#### **5.0 PROCEDURES GOVERNING THE HEARING**

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Othello Housing Authority does not make the document available for examination upon request by the resident, the Othello Housing Authority may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Othello Housing Authority or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Othello Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Othello Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable

accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.

- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

## **6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS**

The participant family may request that the Othello Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

## **7.0 DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Othello Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Othello Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Othello Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Othello Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Othello Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Othello Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the

resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

# CAPITAL IMPROVEMENT PLAN

## Capital Improvement Plan

Each year, the housing authority must complete a Capital Improvement Plan and submit it to HUD for approval. On this report, the housing authority estimates how much money will be spent on public housing development, financing, modernization or on management improvements.

Attached is form HUD-50075.1 showing the amount of \$193,424.00 we are receiving from the Department of Housing and Urban Development (HUD) for Capital Fund. I have allocated \$103,424.00 to Operations and \$90,000.00 for capital improvements.

Capital Fund Program: Provides funds, annually, to PHAs (Public Housing Agencies) for the development, financing, and modernization of public housing developments and for management improvements.

## CAPITAL IMPROVEMENT PLAN

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The Quality Housing and Work Responsibility Act of 1998 require that housing authorities set forth in their Annual Plan a Capital Improvement Plan. The attached HUD forms are our Plan. The needs we currently have greatly exceed the resources we have to meet these needs. The prioritization decisions we have made were extremely difficult to make, but are in the best interest of our residents and the community.

This Plan is based on the best information that was available to the Othello Housing Authority at the time we prepared the Plan. Unfortunately, we were not notified of the exact amount of Capital Funds that will be available for our use in the affected fiscal year. When exact information is received, we may need to make required revisions to this Plan.

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

“Public reporting burden for this collection of information is estimated to average 2.2 hours. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form is used to verify allowable and reasonableness of grant expenses. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

PHA Name <b>Housing Authority of the City of Othello</b>	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FFY of Grant Approval: <b>07/2023</b>
WAO1P02650123		

- Type of Grant
- Original Annual Statement     Reserve for Disasters/Emergencies  
 Performance and Evaluation Report for Period Ending:     Revised Annual Statement (revision no):  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>		Obligated
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 15) <sup>3</sup>	103,424.00			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 15)				
5	1480 General Capital Activity	90,000.00			
6	1492 Moving to Work Demonstration				
7	1501 Collateralization Expense / Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment				
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.



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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part I: Summary		FFY of Grant: FFY of Grant Approval:	
PHA Name: Housing Authority of the City of Othello	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	WA01P02650123	
Type of Grant		<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup>
15	Amount of Annual Grant: (sum of lines 2 - 14)	Original	Expended
16	Amount of line 15 Related to LBP Activities	Revised <sup>2</sup>	Obligated
17	Amount of line 15 Related Sect. 504, ADA, and Fair Housing Act Activities.	193,424.00	
18	Amount of line 15 Related to Security - Soft Costs		
19	Amount of line 15 Related to Security - Hard Costs		
20	Amount of line 15 Related to Energy Conservation Measures		
Signature of Executive Director *		Signature of Public Housing Director	
Date		Date	

\* I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part II: Supporting Pages		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No); Replacement Housing Factor Grant No:		Federal FFY of Grant: <b>07/2023</b>			
PHA Name: <b>Housing Authority of the City of Othello</b>		<b>WA01P02650123</b>  -					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
				Original	Revised <sup>1</sup>		
26001-34	Funds to Operations	1406		103,424.00			
26001-35	Unit Modernization	1480		90,000.00			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.



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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part III: Implementation Schedule for Capital Fund Financing Program				Federal FFY of Grant: 07/2023	
PHA Name: <b>Housing Authority of the City of Othello</b>					
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	07/01/2023		06/30/2024		
26001-34	07/01/2023		06/30/2024		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0157  
 Expires 11/30/2023

Part III: Implementation Schedule for Capital Fund Financing Program					Federal FFY of Grant:	
PHA Name:						
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

# DEMOLITION AND/OR DISPOSITION

## Demolition and/or Disposition

The housing authority has no plans to demolish or dispose of any public housing property.

## DEMOLITION AND/OR DISPOSITION

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The Othello Housing Authority has no plans to demolish or dispose of any of our public housing property in the next year.

# DESIGNATED HOUSING

## Designated Housing

The housing authority has no plans to designate any housing for elderly or people with disabilities.



## DESIGNATED HOUSING

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The Othello Housing Authority has no plans to designate any of our public housing property in the next year for the exclusive use of either the elderly or people with disabilities. This decision is consistent with our needs assessment and Consolidated Plan.

# CONVERSION OF PUBLIC HOUSING

## Conversion of Public Housing

The housing authority has no plans to convert any public housing authority buildings into tenant-based assistance. (Tenant-based assistance means the tenant pays part of their rent and the balance remaining is paid by HUD through a voucher.)

## CONVERSION OF PUBLIC HOUSING

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The Othello Housing Authority is not required by the terms of the 1996 HUD Appropriations Act to convert any of our buildings or developments to tenant-based assistance. Also, at this time, we do not intend to voluntarily convert any of our buildings or developments to tenant-based assistance.

# OWNERSHIP OF PETS IN PUBLIC HOUSING

## Ownership of Pets in Public Housing

Attached is the Pet Policy which explains the procedures and rules on keeping a pet in public housing authority property.

**OTHELLO HOUSING AUTHORITY**  
**PET POLICY – GENERAL OCCUPANCY**

[24 CFR Part 960, Subpart G]

**INTRODUCTION**

**The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.**

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

**A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES**

**The resident/pet owner will be required to qualify animals (for exclusion from the pet policy) that assist, support or provide service to persons with disabilities.**

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

**B. STANDARDS FOR PETS**

**Types of Pets Allowed**

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Dogs

**Maximum number: DOGS NOT ALLOWED. There are no OHA owned properties that are properly fenced or configured to accommodate dogs.**

2. Cats

**Maximum number: 1**

**Must be spayed or neutered**

**Must have all required inoculations**

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

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

**Any litter resulting from the pet must be removed from the unit immediately**

3. Birds

**Maximum number 2**

**Must be enclosed in a cage at all times**

4. Fish

Maximum aquarium size

**Must be maintained on an approved stand**

The following are NOT considered "common household pets":

**Animals who would be allowed to produce offspring for sale.**

**Wild, feral, or any other animals that are not amenable to routine human handling.**

**Any poisonous animals of any kind.**

**Fish in aquariums exceeding ten gallons in capacity.**

**Non-human primates.**

**Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.**

**Pot-bellied pigs.**

**Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.**

**Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.**

**Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.**

**Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.**

**Snakes or other kinds of reptiles.**

### **C. REGISTRATION OF PETS**

**Pets must be registered with the PHA before they are brought onto the premises.**

**Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet:**

**has received all inoculations required by State or local law**

**has no communicable disease(s) (and)**

**is pest-free.**

**Registration must be renewed and will be coordinated with the annual reexamination date.**

**Proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.**

**Each pet owner must provide two color photographs of their pet(s).**

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

#### **Refusal to Register Pets**

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The PHA will refuse to register a pet if:

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

**Keeping the pet would violate any House Rules;**

**The pet owner fails to provide complete pet registration information;**

**The pet owner fails to update the registration annually;**

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

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

#### **D. PET AGREEMENT**

**Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.**

**The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:**

**Agree that the resident is responsible and liable for all damages caused by their pet(s).**

**All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.**

**All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.**

**Tenants are prohibited from feeding stray animals.**

**The feeding of stray animals will constitute having a pet without permission of the Housing Authority.**

**Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.**

**No animals may be tethered or chained outside or inside the dwelling unit.**

**When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.**

**All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$20.00. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.**

**Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.**

**The Resident/Pet Owner shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately.**



**Pet owners must take precautions to eliminate pet odors.**

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

**The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.**

**The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets so removed.**

**That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.**

**Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.**

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

**Dogs may only be kept in dwelling units with an enclosed yard space. Pet owners may not alter their unit or patio to accommodate an animal.**

#### **E. LIMITATIONS ON PET OWNERSHIP**

*Although the PHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, upon extensive discussion the PHA shall limit pet ownership at certain PHA developments or portions of developments. Specific developments and portions of developments are described in the PHA Annual Plan. Limitations include, but are not limited to, the following:*

**Dogs may only be kept in dwelling units with an enclosed yard space.**

**Dogs will not be permitted in units where backyard fencing is inadequate to keep dogs in, and small children out.**

**Dogs will not be permitted in units where backyard fencing is inadequate to prevent a small child from putting a hand, arm, or leg through the fence.**

**Animals with fur, such as dogs and cats, will not be permitted in duplexes where residents have identified a family member with verified asthma exacerbated by fur or allergies to fur.**

## **F. DESIGNATION OF PET-FREE AREAS**

The following areas are designated as no-pet areas:

- \* PHA playgrounds**
- \* PHA day care centers**
- \* PHA management offices**
- \* PHA community centers**
- \* PHA recreation center areas**

## **G. PETS TEMPORARILY ON THE PREMISES**

**Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.**

**Residents are prohibited from feeding or harboring stray animals.**

## **H. DEPOSITS FOR PETS**

**\* Tenants with animals must pay a pet deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.**

**\*The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.**

**\*These charges are due and payable within 30 days of written notification.**

**\* The PHA reserves the right to change or increase the required deposit by amendment to these rules.**

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit.

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

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

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

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

**\* Fumigation of the dwelling unit;**

**\* Common areas of the project if applicable**

**The expense of flea deinfestation shall be the responsibility of the resident.**

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

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

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

#### **J. PET WASTE REMOVAL CHARGE**

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

Pet waste removal charges are not part of rent payable by the resident.

#### **K. PET AREA RESTRICTIONS**

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

**A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.**

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

**L. CLEANLINESS REQUIREMENTS**

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

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

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

**M. PET CARE**

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

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

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

**N. RESPONSIBLE PARTIES**

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

**O. INSPECTIONS**

**The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.**

**\* P. PET RULE VIOLATION NOTICE**

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

**Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.**

**Lease termination proceedings.**

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

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

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

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

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

**If the pet owner requests a meeting within the 5-day period, the meeting will be scheduled no later than 10 calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.**

**Q. NOTICE FOR PET REMOVAL**

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

The Notice shall contain:

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

The requirement that the resident/ pet owner must remove the pet within [insert number] days of the notice; and

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

## **R. TERMINATION OF TENANCY**

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

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

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

## **S. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet, **or the PHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.**

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

## **T. EMERGENCIES**

The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

**If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.**

**This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.**

# CIVIL RIGHTS CERTIFICATION

## Civil Rights Certification

This certification is signed by the Board Chairman in which he/she approves the Plan and certifies that they will carry out the public housing program in regards to the title VI of Civil Rights Act of 1964, Fair Housing Act, 504 Rehabilitation Act and title II of Americans with Disabilities Act.

## CIVIL RIGHTS CERTIFICATION

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The Othello Housing Authority does hereby agree and certify that it will carry out this Agency Plan (both our Five-Year Plan and our Annual Plan) in compliance with all applicable civil rights requirements and will affirmatively further fair housing. In particular, we will comply with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990 and will affirmatively further fair housing.

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Executive Director

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Date



# AUDIT

## Audit

The housing authority audit is sent each year to HUD for their review. A copy of the Audit is located in the main office.

## ANNUAL AUDIT

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In compliance with the instructions of the Interim Rule on preparing the Agency Plan (published February 18, 1999, in the Federal Register), our annual audit is not being submitted with this document because HUD has already received a copy of the audit. If anyone wants to view the annual audit of the Othello Housing Authority, they can do so by coming to our office during normal working hours and requesting to see it.

The Othello Housing Authority has had no findings for the past 20+ years.

# Resident Comments

## Resident Comments

Residents and Othello Housing Authority staff will meet in April to review the Othello Housing Authority PHA Annual Plan or the 5-Year Annual Plan. This meeting is to get input from the Resident Board regarding the Plan.

## RESIDENT COMMENTS

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The Othello Housing Authority has engaged in an extensive process of seeking resident and public comments on our Agency Plan. In the course of compiling the Plan we engaged in the following process.

**Annual Meeting that was scheduled for April 10, 2023 at 6:00pm at 335 N. 3<sup>rd</sup>.**

*A copy of the Agency Plan was mailed out to the Resident Advisory Board (RAB)*

*No comments or concerns by the RAB in regards to the Agency Plan*

**OTHELLO HOUSING AUTHORITY**

Resident Advisory Board

335 N. 3rd

April 10, 2023

6:00 P.M.

The 2023 Annual Plan was mailed to the members below. Members were advised to contact the office if they had questions in regards to the plan.

**Resident Advisory Board:**

Irma Ocampo

Maria Cadengo

Cristina Santillan

Hector Barron

Francisco Puente

  
\_\_\_\_\_  
Angelina Gomez, Executive Director