

Antoinette Terrell

From: publichousingportal@hud.gov
Sent: Tuesday, May 27, 2025 4:20 PM
To: Antoinette Terrell
Subject: Annual PHA Plan (HUD-50075) Accepted for CY: 2025 PHA Code: CA010 ID: 3574

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HUD reviewed and accepted your annual PHA plan submission. You may review further and resubmit a new annual PHA plan with any additional updates as required. Your current submission can be viewed by selecting the following from the main navigation:

[PHA Reports & Submissions](#) → [PHA Submissions](#) → [PHA Annual Plans \(HUD-50075\)](#)

If you have any questions, please contact your local Field Office staff.

Sincerely,

Office of Public and Indian Housing

U.S. Department of Housing and Urban Development

B.	Plan Elements
B.1	<p>Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs <input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources. <input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. <input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management. <input type="checkbox"/> <input checked="" type="checkbox"/> Grievance Procedures. <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention. <input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy. <input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review.</p>
B.2	<p>New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods. <input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development. <input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition. <input type="checkbox"/> <input checked="" type="checkbox"/> Designated Housing for Elderly and/or Disabled Families. <input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance. <input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. <input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families. <input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers. <input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies. <input checked="" type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers. <input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization. <input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>Mixed Finance Modernization or Development. Please see the attached Recovery Agreement and Action Plan Report Update attachment 2.2</p> <p>Demolition and/or Disposition. Richmond Housing Authority intends to pursue either RAD or Section 18 Disposition approval for Nystrom Village (100 units). Richmond Village encountered initial delays, but a technical assistance provider is preparing to submit a PIC inventory removal application. RHA will work with the Housing Authority of Contra Costa County (HACCC) (Housing Choice Voucher Administrator), to obtain the necessary Tenant Protection Vouchers and/or Project-Based Vouchers (using either RAD PBV or local PBV) to support RHA's conversion of its Public Housing and be consistent of asset repositioning implementing actions outlined in the Public Housing Authority Recovery and Sustainability (PHARS) agreement (Attachment 1). Richmond's Plan to Address Need RHA's fundamental plan and contribution for addressing the affordable housing need in the City of Richmond is to preserve or replace the existing Public Housing units in RHA's portfolio through either RAD or Section 18 Disposition and when the opportunity is available increase the number of units. RHA will work with partners to bring about the preservation or redevelopment projects that provide housing options for a similar population that are currently housed. This activity goes directly to addressing the housing need within the City of Richmond and implementation of the PHARS Agreement with HUD. Recent accomplishments include the rehabilitation and lease up of Hacienda (150 units) and commencing the rehabilitation construction of Nevin Plaza (140 Units). Opportunities to increase the number of units will be at Nevin Plaza (Nevin Plaza II) and Nystrom Village depending on the responses of the development partners on the potential to build more units.</p> <p>Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. Please see the attached Recovery Agreement and Action Plan Report Update attachment 2.2</p> <p>Project-Based Vouchers. Please see the attached Recovery Agreement and Action Plan Report Update attachment 2.2</p>
B.3	<p>Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. Please see the attached Recovery Agreement and Action Plan Report Update attachment 2.2</p>

<p>B.4</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. 5-Year Action Plan. Approved 2/28/22</p>
<p>B.5</p>	<p>Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y <input checked="" type="checkbox"/> N <input type="checkbox"/> (b) If yes, please describe: The results of the recent audit highlighted several key areas for improvement: - Maintenance and retention of resident files - Processing of invoices and the implications of delayed payments - Internal controls regarding revenue and expenditure - Documentation management for the waiting list - Supporting documentation for operating subsidy payments - Missing tenant documents - Schedule of expenditures related to federal awards - Recording and analysis of activities within general ledger funds, along with the development of monthly and annual reconciliation processes In response to these findings, a corrective action plan has been developed and submitted to the HUD Regional Office, where it has been accepted.</p>
<p>C.</p>	<p>Other Document and/or Certification Requirements.</p>
<p>C.1</p>	<p>Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y <input type="checkbox"/> N <input checked="" type="checkbox"/> (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p>C.2</p>	<p>Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>C.3</p>	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>C.4</p>	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y <input type="checkbox"/> N <input checked="" type="checkbox"/> If yes, include Challenged Elements.</p>
<p>C.5</p>	<p>Troubled PHA. (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> (b) If yes, please describe: 2019 PHARS Agreement Attachment 2.1</p>
<p>D.</p>	<p>Affirmatively Furthering Fair Housing (AFFH).</p>
<p>D.1</p>	<p>Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Fair Housing Goal: Increase the number and quality of homes, focusing on affordable options for low-income families. At the same time, work to reduce homelessness and fight housing discrimination.</p> <p><i>Describe fair housing strategies and actions to achieve the goal</i></p> <p>HUD Fair Housing and Equal Opportunity Website https://www.hud.gov/fairhousing Fair Chance Access to Affordable Housing Ordinance, City of Richmond, CA https://www.ci.richmond.ca.us/3698/Fair-Chance-Housing-Ordinance Just Cause for Eviction Protections (R.M.C 11.100.050)City of Richmond, CA https://www.ci.richmond.ca.us/3387/Termination-of-Tenancy</p> </div>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Form identification: CA010-Housing Authority of the City of Richmond Form HUD-50075-ST (Form ID - 3574) printed by Antoinette Terrell in HUD Secure Systems/Public Housing Portal at 06/10/2025 12:07PM EST



U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430
www.hud.gov

espanol.hud.gov

Ms. Nannette Beacham
Executive Director
Richmond Housing Authority
330 24th Street
Richmond, CA 94804

SEP 10 2019

Subject: Recovery Agreement & Action Plan

Dear Ms. Beacham:

On June 28, 2019, our office provided a draft 2019 Recovery Agreement Action Plan for your review. During our August 9, 2019, PHARS biweekly call, we discussed your requested modifications of timelines in that action plan. On July 10, 2019, we emailed the amended draft 2019 Recovery Agreement Action Plan. This letter retransmits the action plan and includes the 2019 PHARS Agreement for your signature and execution (enclosed).

The Recovery Agreement and Action Plan is a binding contract required by federal statute 42 U.S.C. 1437d(j)(2), that delineates performance outcomes, timelines, and reporting requirements that must be strictly adhered to. It also specifies remedies to achieve agreed-upon levels of performance.

We look forward to working with the Richmond Housing Authority to reposition the RHA Public Housing (PH) portfolio. If you have any questions or recommended modifications to the draft Agreement tasks, please contact Benjamin Palmer, Portfolio Management Specialist, at (415) 489-6445 or benjamin.r.palmer@hud.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerard R. Windt".

Gerard R. Windt
Director
Office of Public Housing

Enclosure

cc:
Board of Commissioners
c/o Mayor Tom Butt, Board Chair
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

Richmond Housing Authority (RHA) PHARS Action Plan

TASK NUMBER	TASK	TARGET DATE
	Hacienda	
1.1	Finalize Financial Terms btw RHA and Mercy (Confirmation of a current Development Agreement to repositioning Hacienda)	12/28/2019
1.2	Request Revised Disposition Appl from SAC	1/28/2020
1.3	Submit Financing Plan to SFRO and submit Financing Applications to TCAC/HCD	3/1/2020
1.4	Conveyance / Closing of Hacienda	2/28/2021
1.5	SAC acceptance of a complete Section 18 PIC disposition application for Hacienda Remainder Parcel	12/31/2021
	Admin. Building	
2.1	Submission of disposition application to SAC	10/1/2019
2.2	SAC acceptance of a complete Section 18 PIC application	3/29/2020
2.3	Submit Financing Plan to SFRO and submit Financing Applications to TCAC/HCD	8/30/2020
	Nevin	
3.1	Issue RFP for Development Partner w/ elevator addendum	1/28/2020
3.2	Select a Development Partner	4/29/2020
3.3	SAC acceptance of a complete Section 18 PIC application	5/29/2020
3.4	Submit Financing Plan to SFRO and submit Financing Applications to TCAC/HCD	6/30/2021
3.5	Closing /Conveyance /Start Construction	3/1/2022
	Nystrom	
4.1	Issue RFQ for Master Plan	2/28/2020
4.2	Finalize terms btw RHA and Developer	5/29/2020
4.3	SAC acceptance of a complete Section 18 PIC application	9/1/2020
4.4	Closing /Conveyance /Start Construction	11/28/2022
	Richmond Village 1&2	
5.1	Submit RAD Application	10/1/2019
5.2	Submit RAD Financing Plan	11/28/2020
5.3	Close RAD conversion	12/1/2020
	Richmond Village 3	
6.1	SAC acceptance of a complete Section 18 PIC application	5/30/2021
6.2	Receive Tenant Protection Vouchers	6/30/2021
6.3	Closing /Conveyance /Start Construction	12/31/2021
	Other	
7.1	Submit PH organizational chart of RHA staff; charts to include names, titles, and responsibilities and duties.	1/28/2020
7.2	Complete HCV Close Out Audit	4/26/2020
7.3	Submit operating budgets for each AMP and Central Office Cost Center (COCC).	2/28/2020

Recovery Agreement between
Housing Authority of the City of Richmond
And
the United States Department of Housing and Urban Development

This Recovery Agreement is entered into between the Housing Authority of the City of Richmond (RHA), and the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") as of this 22 day of October, 2019.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the RHA to develop and operate public housing projects of the RHA; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and

WHEREAS, on the basis of an annual PHAS score, the RHA has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, ("Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the RHA and the City of Richmond agree as follows:

- I. The RHA agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.
- II. The RHA will work with key local constituents, including the City of Richmond, to develop and implement a Sustainability Plan if necessary, to achieve recovery.
- III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the

performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.

- IV. Upon execution of the Agreement, the RHA will commence with the required actions listed in the Plan within the timeframes set forth therein.
- V. The RHA will cure identified deficiencies within the timeframes established in the Action Plan.
- VI. Subject to section XII, regardless of possible changes in the RHA's Board composition, or the decision-making individuals for HUD, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the RHA has completed all items listed in the Plan, even if HUD removes the RHA's troubled/substandard designation.
- VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the RHA to facilitate accomplishment of the items in the Action Plan. The RHA's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.
- VIII. The RHA shall provide HUD with deliverables as identified in the Action Plan and progress reports upon HUD request. Additionally, RHA and HUD will meet monthly to discuss the status of the PHARS Agreement Action Plan.
- IX. HUD will confirm in writing to the RHA as to the receipt of the deliverables required by the Action Plan and will notify RHA promptly in writing of any perceived inadequacy of the submitted deliverables and what actions RHA can take to revise the deliverable to meet Department regulatory requirements.
- X. If the RHA disagrees with HUD's determination concerning the completion of any deliverable, the RHA may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the RHA with a written notice of its decision.

- XI. The failure of the RHA, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:
- a. Consolidation;
 - b. Consortia/Joint Venture;
 - c. Contraction of Operational Activities;
 - d. Cooperative Endeavor Agreement;
 - e. Debarment;
 - f. Deliver possession and control of project(s) to HUD;
 - g. Limited Denial of Participation;
 - h. Receivership; and/or
 - i. Suspension.
- XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the RHA as set forth in this section of the Agreement for noncompliance with original timeframes.
- XIII. This agreement is intended solely for use in addressing compliance matters identified in the Action Plan and does not waive or release RHA or the City of Richmond from claims or promises pertaining to operating a PH program per HUD statutory, regulatory or RHA policies.
- XIII. Communication related to the Recovery Agreement and Action Plan shall be submitted electronically to Gerard R. Windt, San Francisco Public Housing at Gerard.Windt@hud.gov or his successor.
- XIV. HUD and the RHA and their employees, subcontractors, partners or assigns shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.

- XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.
- XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.
- XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XIX. This Agreement may be amended by mutual agreement of the parties; and as required by any applicable amendments to the Act and amendments to or new HUD regulations.
- XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

- XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.
- XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the RHA, or in any way excuse the RHA from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the RHA's right to take any remedial action allowed by the Agreement.
- XXIII. The parties agree that any cost associated with the implementation of this Agreement, the Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.
- XXIV. If RHA fails to achieve the goals set forth above within six months of the Recovery Agreement being signed, HUD will notify the PHA in writing of its non-compliance. RHA shall have 90 days from receipt of the written notice of non-compliance to cure any violation within that timeframe. If the non-compliance is not cured during such period, the PHA may be deemed to be in substantial default of this agreement and subject to remedies prescribed at 42 U.S.C. 1437d(j)(3)(A)(iii), at HUD's discretion, including but not limited to withholding discretionary funding; petitioning for administrative receivership and transferring the Public Housing and Housing Choice Voucher programs to another well managed PHA.

[Signature page follows]

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: 
Gerard R. Windt
Public Housing Director
San Francisco Field Office

RHA
ATTEST: BY ITS BOARD OF
COMMISSIONERS

By: 
Mayor Tom Butt
Board Chair
RHA

By: 
Nannette Beacham
Executive Director
RHA

Acknowledgement by the City of Richmond

The City of Richmond acknowledges the importance of effective governance as part of the recovery and sustainability of the RHA. The City of Richmond agrees to work in good faith to assist the RHA and HUD accomplish the tasks described in the Action Plan. Should HUD determine that RHA has not complied with this Agreement and that remedies described in this Agreement are appropriate, to the extent that action from the City is required to effectively implement a remedy, the City will cooperate in good faith to facilitate such remedies.

CITY OF RICHMOND, CALIFORNIA

By: 
[Mayor]



Richmond Housing Authority

Administrative Office
450 Civic Center Plaza 2nd Floor
Richmond, CA 94804
(510) 621-1300

Attachment 2

March 5, 2025

Re: Recovery Agreement and Action Plan Report Update Response

Since the inception of the 2019 Public Housing Authority Recovery and Sustainability (PHARS) Agreement and Action Plan, the Richmond Housing Authority (RHA), in collaboration with the City of Richmond and the U.S. Department of Housing and Urban Development (HUD) Region 9 office, has realized several significant milestones for its residents and the housing authority as a whole.

HUD staff has conveyed to RHA the necessity of prioritizing residents within the public housing portfolio throughout the PHARS process. This objective has been effectively addressed. Since the previous PHARS update regarding Hacienda, the property has been successfully repositioned; rehabilitation efforts have been completed, and 150 units are now fully occupied in a newly constructed building that incorporates supportive services. At Nevin Plaza, substantial renovations are currently being conducted as part of the repositioning efforts. All 140 residential units have been updated, with ongoing work concentrated on the completion of the common areas, which is anticipated to conclude by the end of March 2025. Additionally, on December 23, 2024, RHA executed a lease disposition and development agreement with the developer of Nevin Plaza to construct approximately 70 affordable units on a nearby RHA-owned site designated for construction staging. The environmental and entitlement processes for the developer have already commenced.

At Nystrom Village, which is considered the oldest and most challenging property in RHA's portfolio, unit renovation and modernization are ongoing, and maintenance staff are actively addressing various resident work orders. Negotiations for a Master Development Agreement (MDA) with the previously preferred developer, selected through a competitive process, ultimately did not result in a satisfactory agreement as the Exclusive Rights to Negotiate Agreement (ERNA) expired. Consequently, RHA initiated a new Request for Qualifications (RFQ) process to identify an alternative development partner. The forthcoming development agreement will align with the terms outlined in the ERNA and will facilitate the replacement of existing public housing units with project-based voucher-subsidized housing, along with the new construction of affordable and mixed-income housing on an adjacent three-



Richmond Housing Authority

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450 Civic Center Plaza 2nd Floor
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block area owned by RHA. The RFQ solicitation process concluded, and on December 17, 2024, the RHA Board of Commissioners received presentations from the two top-selected proposers. The board made a decision to select Gorman and Company and Novin Development as the preferred developers for Nystrom Village. Negotiations are currently underway to establish an exclusive rights negotiation agreement (ERNA) concerning this project, with an initial emphasis on phase 1, which will involve the replacement of 100 public housing units.

Richmond Village encountered initial delays due to the necessity of removing the investor limited partner from the ownership entity. As Richmond Village reached its “year 15,” RHA exercised its Option and Right of First Refusal. This process was further complicated by the investor limited partner’s sale of its national portfolio of Low-Income Housing Tax Credit (LIHTC) investments. RHA successfully negotiated the transfer of the investor limited partner interest for a nominal fee of \$1.00, in collaboration with McCormick Baron Salazar, which required HUD’s approval. The Rental Assistance Demonstration (RAD) conversion was temporarily stalled while the exit was finalized. Following the approval of the RAD application, RHA received the official commitment for housing assistance payments on December 23, 2024. A technical assistance provider is preparing to submit the PIC inventory removal application.

The completion of all PHARS tasks remains a high priority for RHA. The accomplishments achieved to date provide a foundation for addressing the remaining PHARS tasks. While it is acknowledged that not all tasks have been completed by the initially established deadlines, RHA maintains that the extended timeline, particularly in the context of asset repositioning, reflects a careful review and negotiation process that aims to benefit both RHA and its residents, while also ensuring the long-term preservation of affordable housing.

RHA recognizes that ongoing challenges have impacted the ability to meet all PHARS task deadlines. Factors include the influence of the COVID-19 pandemic, difficulties in securing multiple funding sources for affordable housing development amid competitive conditions in the California Bay Area, and escalating construction costs and interest rates. Nevertheless, considerable progress continues with the support of the City of Richmond and the HUD Region 9 Office of Public Housing. Additional updates regarding deliverables will be provided in this letter and the accompanying summary.



Richmond Housing Authority

Administrative Office
 450 Civic Center Plaza 2nd Floor
 Richmond, CA 94804
 (510) 621-1300

Asset Management Project (AMP)	PHARS Item No.	Task Description	Original Target Completion Date
Hacienda	1.5	SAC acceptance of a complete Section 18 PIC disposition application for Hacienda Remaining Parcel	12/31/2021
Update 1.5:		As indicated in our prior communication, the strategy previously employed to engage a broker for the advertising and marketing of the property did not achieve the intended outcomes. The Hacienda Remaining Parcel is now fully controlled by the RHA, following its prior use as a staging area for Hacienda construction. The RHA staff have prioritized the selection of a development partner to revitalize Nystrom Village, in light of the significant decline in the condition of the units. This prioritization has impacted the formulation of the Request for Proposals (RFP). The revised timeline for the release of the RFP is scheduled for August 2025. Upon the selection of an appropriate developer, the Section 18 Disposition process will commence.	
Nystrom	4.2	Finalize terms btw RHA and Developer	5/29/2020
Nystrom	4.3	SAC acceptance of a complete Section 18 PIC Application	9/1/2020
Nystrom	4.4	Closing/Conveyance/Start Construction	9/1/2020
Update 4.2 and 4.4:		<p>The Richmond Housing Authority (RHA) could not finalize a development agreement with McCormick Baron Salazar (MBS) and Richmond Neighborhood Housing Services (RHNS) by the established deadline. RHA Board approved an extension of the Exclusive Right to Negotiate Agreement (ERNA) until October 31, 2023. By that deadline, no agreement was reached.</p> <p>The new RFQ solicitation for the redevelopment of Nystrom Village process has concluded, and on December 17, 2024, the RHA Board selected Gorman and Company and Novin Development as the developers for Nystrom Village. Currently, negotiations are underway to formalize an exclusive rights negotiation agreement, after which the Section 18 Disposition application process will begin.</p>	
Richmond	5.1	Submit RAD Application	10/1/2019



Richmond Housing Authority

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 450 Civic Center Plaza 2nd Floor
 Richmond, CA 94804
 (510) 621-1300

Village I & II			
Richmond Village I & II	5.2	Submit RAD Financing Plan	11/28/2020
Richmond Village I & II	5.3	Close RAD Conversion	12/01/2020
Update 5.1, 5.2, 5.3:	<p>As mentioned in the last update, converting to Rental Assistance Demonstration (RAD) involves three (3) tasks:</p> <ol style="list-style-type: none"> 1) Exit of the investor limited partner - Completed. 2) Negotiate new terms with McCormack Baron Salazar (MBS) and Community Housing Development Corporation (CHDC) for the future ownership and operations of Richmond Village. A Memorandum of Understanding among RHA, MBS and CHDC was approved by the Housing Authority Board of Commissioners on September 13, 2022 - Completed. 3) Submission of RAD application -Completed. 4) Submit RAD Financing Plan—The submission of the RAD financing plan is anticipated by September 2025. <p>Approach - RHA and MBS assume a “non-debt” RAD/Section 18 Small PHA Blend conversion for Richmond Village I, II, and III. This is a change from the plan reflected in the PHARS Agreement. At the time the PHARS Agreement was executed, this option was not available. “No debt” conversions are the most streamlined of all RAD conversions.</p>		
Richmond Village III	6.1	SAC Acceptance of a complete Section 18 PIC Application	05/30/2021
Richmond Village III	6.2	Receive Tenant Protection Vouchers	06/30/21
Richmond Village III	6.3	Closing/Conveyance/Start Construction	12/31/2021
Update 6.1 to 6.3	<p>Close RAD Conversion</p> <p>This task no longer applies as a result of the change mentioned above under Richmond Village I & II task 5.2.</p>		



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		Closing will occur for Richmond Village I, II, and III simultaneously as part of a RAD/Section 18 Small PHA Blend conversion	
Other	7.2	Complete HCV Close Out Audit	04/26/2020
Update 7.2:		<ul style="list-style-type: none"> • 2017 Audited Financial statements were completed, issued, submitted to REAC and approved. • 2018 Audited Financial statements were completed, issued, submitted to REAC, and approved. • 2019 Audited Financial statements were completed, issued, submitted to REAC, and approved. RHA is awaiting HUD field office confirmation of the closeout. 	

**Certifications of Compliance with
PHA Plan and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 2025, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Richmond Housing Authority
PHA Name

CA010
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2025
 5-Year PHA Plan for Fiscal Years 20__ - 20__

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

Name of Executive Director

Name Board Chairman

Antoinette Tendl
Signature
Date 5/8/2025

Shirley Martin
Signature
Date 5/14/2

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year 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.

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

Civil Rights Certification

Annual Certification and Board Resolution

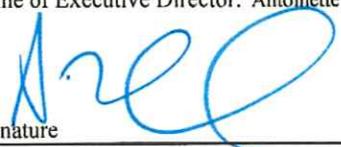
Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning 07/1/2025 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

Richmond Housing Authority
PHA Name

CA010
PHA Number/HA Code

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

Name of Executive Director: Antoinette Terrell	Name of Board Chairperson: Mayor Eduardo Martinez
 Signature	 Signature
Date <u>5/8/2025</u>	Date <u>5/14/25</u>

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 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.



Richmond Housing Authority

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(510) 621-1300 Voice • (510) 237-5230 FAX
TDD: 1-800-545-1833, Ext. 563

NOTICE OF PUBLIC HEARING

HOUSING AUTHORITY OF THE CITY OF RICHMOND
Richmond, California

Notice is hereby given that a Public Hearing will be held before the Richmond Housing Authority (RHA) Board of Commissioners on Tuesday, May 6, 2025, at 6:25 PM in the City Council Chambers, 440 Civic Center Plaza, 1st Floor, Richmond, California, 94804. The Board of Commissioners will receive public comment on the following matter:

The 2025 Annual Public Housing Agency Plan (2025 Annual PHA Plan) includes goals and objectives for the Housing Authority's future involvement in providing affordable housing in Richmond through its Public Housing developments. The 2025 Annual PHA Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) after the RHA Board of Commissioners adopts it following the Public Hearing.

All interested people may appear and be heard.

Public notice of the 45-day public review period to consider the 2025 Annual PHA Plan was posted on the RHA Website on March 7, 2025. A local newspaper (West County Times) public notice was posted on March 7, 2025. A webpage dedicated to the 2025 Annual PHA Plan was created on the RHA website to give background information on the plan development and ways for the public to provide feedback:

- [RHA Annual Plan Website](https://www.ci.richmond.ca.us/3925/Policies-and-Annual-Plan)
<https://www.ci.richmond.ca.us/3925/Policies-and-Annual-Plan>

The public may submit written comments by addressing them to the Richmond Housing Authority of the City of Richmond, 450 Civic Center Plaza, 2nd Floor, Richmond, California 94804, or send an email to aterrell@rhaca.org or call (510) 620-6784.

A copy of the draft 2025 Annual PHA Plan will be available for public inspection at the RHA Administrative Offices (450 Civic Center Plaza, 2nd floor, Richmond, CA 94804) Monday thru Friday from 8:30 a.m. to 4:30 p.m.

This Public Hearing is required by the U.S. Department of Housing and Urban Development as part of the Quality Housing and Work Responsibility Act of 1998.





RICHMOND HOUSING AUTHORITY
Administrative Office
450 Civic Center Plaza • Richmond, CA 94804

RE: Written Statement Defining Significant Amendment/Modification

To whom it may concern:

Richmond Housing Authority (RHA) Significant Amendment and Substantial Deviation/Modification definition:

Significant Amendment and Substantial Deviation/Modification

The PHA defines "substantial deviation" and "significant amendment/modification" as any change in policy which significantly and substantially alters the RHA's stated mission and the persons RHA serves. This would include admissions preferences, demolition and/or disposition activities, and conversion programs. Discretionary or administrative amendments consistent with the Authority's stated overall mission and basic objectives will not be considered substantial deviations or significant modifications.

If a significant amendment and/or substantial deviation/modification occur, the public process will include: consultation with the Housing Advisory Commission, a public comment period, public notification of where and how the proposed change can be reviewed, and the approval by the RHA Board.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Terrell', is written over the typed name.

Ms. Antoinette Terrell
Executive Director
Richmond Housing Authority