

PUBLIC NOTICE

June 21, 2018

This Notice is to inform you that the Cheyenne Housing Authority Board of Commissioners has opened the Public Comment Period for acceptance of comments on the proposed Maintenance Policy (attached).

The revision to the Maintenance Policy includes:

1. Expanded definitions of Damage, Normal Wear and Tear and Tenant Damages
2. Modification of Charges to Tenants to include proration of certain components based upon the life of the component and the number of months the Tenant lived in the unit
3. Clarification as to the types of maintenance inspections
4. Addition of Energy Conservation Program section
5. Inclusion of a partial list of examples of Normal Wear and Tear and Tenant-Caused Damages

The proposed Maintenance Policy is available for review at the Cheyenne Housing Authority's offices:

- In Cheyenne at 3304 Sheridan Street, Cheyenne, Wyoming. The office is open from 8:30 AM to 5:00 PM Monday through Friday, is closed from 12:00 Noon to 5:00 PM every Wednesday, and on the second and fourth Wednesday is closed all day.
- In Laramie at 1264 North 4th Street, Laramie, Wyoming. On Monday, Wednesday, and Friday the office is open from 9:00 AM to 12:00 Noon and from 1:00 PM to 4:00 PM. On Tuesday and Thursday the office is open from 1:00 PM to 4:30 PM.

Comments on the proposed Maintenance Policy should be submitted in writing (US Mail, email, or hand delivered) to the CHA's Cheyenne office before 12:00 Noon Tuesday August 7, 2018 to the attention of:

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**PROPOSED
MAINTENANCE POLICY
CHEYENNE HOUSING AUTHORITY**

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MAINTENANCE POLICY CHEYENNE HOUSING AUTHORITY

The Maintenance Department of the Cheyenne Housing Authority (Authority) is responsible for managing the Authority's property maintenance function in a cost effective manner while maximizing the useful life of Authority properties and providing prompt and courteous service to Authority Tenants.

I. PURPOSE

This Maintenance Policy provides direction to the Authority's Maintenance Department regarding the maintenance of Public Housing and Other Housing units managed by the Authority. Effective maintenance of decent, safe, and affordable housing requires cooperation between the Authority and Tenants. Therefore, this Maintenance Policy describes the responsibilities of both the Authority and of Tenants residing in Authority-managed units. This policy defines a method to prioritize the Department's work, describes work procedures, departmental performance goals, and a work order system.

This policy is not intended to, nor shall it be construed to, create any form of cause of action or basis for claim of liability on the part of a Tenant or any third party. Nothing in this policy shall be construed as waiver of any immunities from cause of action, liability, or damages which the Authority may be entitled to under state, federal, or local law, including, but not limited to Wyo. Statute §1-39-104(a).

II. DEFINITIONS

"Authority" or "CHA" shall mean the Housing Authority of the City of Cheyenne, also known as the Cheyenne Housing Authority.

"Damage" refers to harm caused to something in such a way as to impair its value, usefulness, appearance, or normal life. It could include, but would not be limited to, such harms as the breaking, tearing, chipping, vandalizing, disfiguring, defacing, clogging, staining, burning, cutting, puncturing, causing wear to, or causing deterioration of property. Damage can include harm due to discoloration which cannot be cleaned or removed during normal means. Damage can include harm resulting from failure to act in order to prevent the harm from occurring. Damage can include excessive wear or deterioration. Damage can include the removal of, loss of, or absence of equipment, appliances, furnishings, features, or landscaping, including any individual parts, components, or aspects thereof.

“Emergency” shall refer to property conditions where the health and/or safety of the Tenant, other persons, or Authority property are threatened if not promptly repaired or remediated.

“Maintenance” shall include all upkeep, repairs, renovation, replacement and work performed to maintain, improve, or prevent damage or deterioration of the interior, exterior, equipment, grounds and common areas of the housing units and common areas managed by the Authority.

“Normal Wear and Tear” refers to the deterioration that occurs under the normal course of a Tenant’s occupancy of a unit under conditions where the tenant cleans regularly and reasonably cares for the premises, equipment, furnishings, landscaping, fixtures, features, and appliances. Damage, destruction, wear or deterioration that is the result of negligence, carelessness, or abuse if not considered “normal wear and tear”. Damage, destruction, wear, or deterioration that is caused by the occupancy or use of the premises, equipment, furnishings, landscaping, fixtures, features, or appliances in a manner other than for which is intended or permitted is not considered “normal wear and tear”. Damage, destruction, wear, or deterioration that is the result of a violation of, or a failure to comply with, any terms of the lease, of Authority policy, of Wyoming landlord-tenant law, or of any other applicable law is not considered “normal wear and tear”. Normal wear and tear is determined by the Authority on a case by case basis through the application of this definition to the specific circumstances.

“Other Housing” is defined as Non-Public Housing units owned and/or maintained by the Authority.

“Premises” shall refer to the rented dwelling unit including interior, exterior, equipment, fixtures, features, grounds, landscaping and common areas.

“Public Housing” shall be any housing under the jurisdiction of the Authority obtained through the Department of Housing and Urban Development’s Public Housing program.

“Routine” shall refer to non-emergency maintenance or repairs.

“Supervisor” shall refer to both the Maintenance Supervisor and Assistant Maintenance Supervisor.

“Tenant” shall be any person named on the Lease residing in rental housing maintained by the Authority.

“Tenant Damages” shall mean any damages beyond normal wear and tear caused by Tenant, household members, guests/visitors, or vandalism. This includes damage to the premises itself; to any equipment, features, appliances, landscaping, fixtures, or furnishings in, at or on the premises, and to any Authority owned property. See also definitions of “premises”, “damage” and “normal wear and tear”.

III. MAINTENANCE DEPARTMENT RESPONSIBILITIES

All maintenance work on Public Housing and Other Housing shall be completed by Authority staff or Authority-approved contractors. Tenants may submit a written request for permission to arrange for Tenant caused damage to be repaired by other professionally licensed contractors, at the Tenant's expense. The Authority *may, at its discretion*, approve such a request if made. The Authority may require the Tenant to provide specific information about the nature of the work to be performed, the identify/qualifications of the contractor proposed to be used, and other such information prior to making a decision on whether to approve a request. The Authority must give written approval to the Tenant *prior* to the Tenant's use of any other such contractor.

A. Work Orders:

No maintenance work will be performed without a work order. The Authority expects that under normal circumstances all work orders will be promptly completed based upon the work order completion priority (see Section III.B. Work Order Completion Priorities).

Work orders are typically generated by:

1. Tenant calls to CHA's maintenance answering service
The Authority contracts with a 24 hour a day seven days a week answering service to receive calls for maintenance service.
2. Management request
3. Unit inspections that identify repair needs

B. Work Order Completion Priorities

To effectively maintain the Authority's entire housing inventory, all work orders will be processed and work performed following the below priorities:

1. First Priority: "Emergency" – the Maintenance Department will strive to complete repair work as soon as possible under the circumstances when a maintenance issue is threatening the health and/or safety of Tenant, other persons, and/or Authority property if not promptly repaired.

Examples of emergency work include, but are not limited to, leaking or broken gas lines, fires, loss of power, broken water lines, exposed electrical lines, loose ceilings, no heat, tenant lockouts, broken exterior locks, and remedying insect, rodent, or other pest infestations.

2. Second Priority: “Unit Turns” – the Maintenance Department strives to prepare units for re-occupancy within 10 days of becoming vacant.
3. Third Priority: “Routine Work” – Non-emergency maintenance work will be performed within a reasonable time period after higher priority work has been completed.
4. Fourth Priority: “Preventive Maintenance” – annual, planned or seasonal maintenance or repairs on a scheduled basis.
5. Fifth Priority: “Special Projects” – any type of deferred maintenance or special project

C. Tenant Notice Prior to Entering Unit

1. Authority staff shall be allowed to enter any unit at any time without advance notice to make Emergency repairs or when there is reasonable cause to believe an emergency exists. Authority staff, when feasible, shall leave a written notice to Tenant specifying the date, time and purpose of entering the unit.
2. Except in the case of emergency, Authority shall give Tenant at least 48 hours’ written notice that someone from or on behalf of the Authority intends to enter the Premises.
3. If Tenant is absent from the Premises when the person from or on behalf of the Authority comes to perform maintenance that was scheduled in advance for a specific day and time by the Tenant with the Authority pursuant to the Tenant’s request, then the Tenant's prior request for, and scheduling of, maintenance work shall constitute permission to enter the Premises for the purpose of performing that scheduled maintenance.
4. The Authority shall provide at least 48 hours’ written notice of scheduled Preventive maintenance work where someone from or on behalf of the Authority intends to enter the Premises.

D. Unit Repair Costs

1. Preventive Maintenance
The cost to perform preventive maintenance repairs to building systems and the building exterior is the responsibility of the Authority and will not be charged to the Tenant.
2. Normal Wear and Tear
Repair or replacement of unit components due to normal wear and tear is the responsibility of the Authority and will not be charged to the Tenant. Normal wear and tear is defined in Section II of this policy. Some examples of the kinds of things considered normal wear and tear are listed in Appendix 1, although the list is only for purposes of general illustration. Whether

damage, wear, or deterioration is “normal wear and tear” or “Tenant damage” is determined by the Authority on a case-by-case basis by applying the definition of “normal wear and tear” to the specific circumstances of that case.

3. Charges to Tenants

As described in Tenant’s lease, the Authority charges Tenants for the cost to repair Tenant damage in excess of normal wear and tear. Examples of the types of charges for Tenant-Caused Damage are listed below:

- a) **Prorated Charge for Tenant-Caused Damage:**
Tenant damage to flooring and paint are prorated based upon the life of the component and the number of months the Tenant lived in the rental unit. See Prorated Tenant Caused Damages section of the Maintenance Charge Schedule. The Maintenance Charge Schedule is updated as needed and approved by the Board of Commissioners of the Authority.
- b) **100% Charge for Tenant-Caused Damage:**
Tenants are charged 100% of the cost to repair, replace, or otherwise remediate Tenant-Caused Damage to features, equipment, fixtures, furnishings, items, and aspects of the Premises other than appliances, flooring, and paint. The cost of repair, replacement, or remediation is listed on the Maintenance Charge Schedule. The Maintenance Charge Schedule is approved by the Board of Commissioners of the Authority. If something needing repair, replacement, or remediation is not present on the maintenance charge schedule, then the Tenant will be charged the cost of parts, materials, services, and labor incurred and/or provided by the Authority.
- c) If a Tenant requests Emergency service during non-work hours and the Authority determines that the need for maintenance response did not fit within the definition of Emergency in Section III(B), then the Tenant will be billed for the Maintenance Tech’s time (including overtime) and the travel cost related to responding to the call for maintenance service in addition to the cost for the regular work itself.

E. Hours Maintenance Service is Provided / Maintenance Answering Service

The Authority shall provide maintenance service for Emergency maintenance calls 24 hours per day, seven days per week. All other maintenance services are provided during the normal work day.

The Authority contracts with an answering service to receive all calls for maintenance service. The Answering service will record all after-hour maintenance calls, to include Cheyenne, Laramie, and Pine Bluffs.

To report maintenance needs, Tenants should call the Authority's answering service and provide their name, address, phone number, and an accurate description of their request for maintenance service.

- Laramie County tenants call 632-0539
- Albany County tenants call 1-866-348-0533

Routine maintenance work: Performed during normal work days between the hours of 8:00 AM and 5:00 PM unless other arrangements have been approved by the Authority. Under normal circumstances, responses to routine service calls are dispatched at 8:00 AM and 1:00 PM; routine service calls reported after 12:00 Noon are dispatched the next work day.

EMERGENCY maintenance work: The answering service will directly notify the Authority's on-call maintenance tech for prompt response on a 24 hours a day, seven days a week basis only when there is a threat to the health and/or safety of the Tenant or other persons, or a risk of serious damage to Authority maintained property. The on-call Maintenance Tech may call the Tenant to confirm the problem and gather additional information prior to dispatch.

F. Unit Inspections

Communications to Tenant: See Section III. C, "Tenant Notice Prior to Entering Unit" for guidelines on advance notice given to Tenants. The Tenant is not required to be present for the inspection, but the Tenant shall allow access to all parts of the unit at the scheduled inspection time. Written notification of the findings of any inspection shall be provided to the Tenant, and a copy of the inspection shall be filed in the Tenant's file and in the unit maintenance file. The Tenant will be notified of corrective action to be taken and a completion deadline. Photographs or video recordings may be taken in order to document the condition or contents of the unit.

Types of unit inspections include:

1. Move-In Inspections

Before moving into a rental unit, the Tenant shall participate in a move-in inspection with Authority staff. The condition of the unit will be documented on an inspection report form and the Tenant and Authority staff shall sign the inspection report. Unit care, energy/utility conservation features, and other unit features will be explained to the Tenant at that time.

2. 30 Day Inspections

Approximately 30 days after move-in, the Maintenance Department will conduct a unit inspection to ensure that the new Tenant is properly maintaining their rental unit.

3. Probationary Inspections

If during the 30 Day Inspection it is determined that the Tenant needs additional attention to successfully maintain their assigned rental unit, a series of probationary inspections are scheduled at a frequency determined by the Maintenance and/or Housing Departments.

4. Special Inspections

Special inspections are conducted any time the Authority deems it to be appropriate under the circumstances. Examples of circumstances which might lead to a special inspection include, but are not limited to, follow-up to neighbor complaints, potentially abandoned units, reports or suspicions of inappropriate Tenant behavior or lease violations, follow up on previous lease violations or problematic Tenant conduct, and follow up on Tenant compliance with notices and/or directives.

5. Annual Inspections

An annual inspection of each dwelling unit will be scheduled and completed a minimum of once each year. Inspections shall be performed in accordance with HUD-defined inspection standards.

6. Emergency Inspections

Emergency inspections are conducted when there is reasonable cause to believe that a situation exists that may cause an immediate threat to the health and safety of persons, or there is reasonable cause to believe that a situation exists that may cause an immediate threat of damage to Authority property. As discussed in Section III C, above, advance notice to tenants of entry into the premises under such circumstances does not have to be provided.

7. Pre Move-out Inspections

When reasonably possible, a *pre*-move out inspection will be scheduled to occur prior to ~~at~~ the time the Tenant's move- out inspection will be conducted. The purpose of a pre move-out inspection is to identify maintenance items to be repaired, replaced, or cleaned prior to the end of tenancy, and to provide the Authority with advance notice of work and materials required to prepare the unit for the next tenant.

8. Move-out Inspections

a) Upon receipt of the Tenant's intent to vacate a unit, the Housing Department will notify the Maintenance Department. The Maintenance Department will then promptly schedule the move-out inspection with the Tenant when possible. Preferably the move-out inspection will occur after all Tenant belongings have been removed from the unit.

b) The Authority prefers to conduct the move-out inspection with the Tenant, but the

Authority may permit an authorized agent of the Tenant to be present for the move-out inspection if the Tenant is unavailable to be present in person.

- c) During the move-out inspection, the Tenant shall receive a copy of the original move-in inspection form to confirm the condition of the unit at move-in. After the inspection, a complete list of unit deficiencies shall be prepared and provided to the Tenant. The list will include an indication of which work shall be charged to the Tenant as damage in excess of normal wear and tear.
- d) Tenant will sign and date the completed move-out inspection form. The Tenant will be charged for Tenant-caused damages as defined within this Policy. See Section III.D.3 "Charges to Tenants."

9. Preventive Maintenance Inspections

The Maintenance Department may perform annual, seasonal, or other periodic inspections to identify unit conditions requiring attention, repair, major alterations or replacement.

G. Annual Preventive Maintenance

Under normal circumstances, the Authority shall provide the following annual maintenance services for each dwelling unit:

1. Repair heating system problems as they occur.
2. Replace heating system filters once each year.
3. Inspect toilets, faucets, traps and other plumbing once each year.
4. Inspect ranges and refrigerators once each year.
5. Inspect smoke alarms and fire extinguishers once each year.
6. Inspect interior walls, floors and doors once each year.
7. Inspect all exterior surfaces once each year or as needed.
8. The exterior wood trim shall be scraped, primed, caulked and repainted as required.
9. The exterior wood body shall be scraped, primed, caulked and repainted as required.
10. Inspect yard, planted area, and fencing at least once per year.

H. Flooring Replacement

The Authority does not routinely replace carpet or other unit flooring when the unit is occupied by a Tenant. Flooring is replaced as needed and as determined by the Authority. Tenants are not to replace, modify, remove or repair flooring at any time without prior approval of the Authority. The Authority, in its sole discretion, may elect to correct or replace damaged flooring while the unit is occupied by a Tenant under special circumstances making such correction necessary or justified.

I. Interior Paint

The Authority does not routinely repaint units when occupied by a Tenant; units are painted during

unit turn between Tenants. A Tenant may hire at Tenant's expense a licensed professional painting contractor to repaint the unit on the following conditions:

1. The painting contractor is approved in advance in writing by the Authority
2. Authority provides the paint
3. Surface to be painted will not be less than a complete wall (no touch-up or partial wall painting)
4. Tenant is held responsible for any damage caused by the painting contractor.
5. Authority will inspect the contractor's work upon completion. If not acceptable to Authority, Tenant will pay the Authority to repaint the surfaces painted by Tenant's contractor.

See also requirements which must be met regarding Tenant use of a contractor in the first paragraph of Section III of this policy.

J. Lock Systems, Key Assignment, and Lock Outs

1. Proprietary Lock System

The Authority maintains a proprietary lock system for all properties it manages. The keys are assigned to Tenants, employees, contractors and others conducting business with the Authority. The keys are proprietary in design, so only the Authority has access to the key blanks and cylinders. The Maintenance Department controls and makes copies of all Authority keys; keys cannot be duplicated by locksmiths or any entity other than the Authority.

2. Tenant Key Assignment

- a) Tenants are assigned keys at lease-up. Tenants leasing a unit in a multifamily complex are issued 3 keys at lease-up. Tenants leasing single-family housing units are issued 5 keys at lease-up.
- b) Tenants may request up to 3 additional keys at Tenant's expense. Any request for additional keys must be written and signed by the Tenant Head of Household (see Key Request Form Appendix #3). Payment for additional keys must be made by check or money order when the additional keys are requested.
- c) At move-out, Tenant is required to return all keys to the Authority. Tenant is charged for any keys not returned, and if all keys are not returned, the Tenant will also be charged for re-keying the locks.

3. Tenant Lock Out

When Maintenance responds to a Tenant request for unit access due to lock out, the following actions will be performed:

- a) The name and phone number of the Tenant making request will be recorded.
- b) Maintenance will proceed to the unit and verify the identification (ID) of the person requesting to be let into the unit by viewing a photo ID (driver's license or other acceptable photo ID). The Tenant may be allowed to enter the unit to get identification with the understanding that the Police will be called if the person requesting access to the unit does not provide acceptable ID.

c) Maintenance will record the ID information on the work order.

K. Energy Conservation Program

The Authority is participating in a HUD-approved Energy Performance Contract and has installed energy conservation devices in Public Housing properties. It is the Authority's intent to continue to install energy conservation devices in all Authority owned properties. A lease violation will be issued to Tenants that have altered, changed or replaced any energy conservation device. Any requests for unit modification shall also consider the requirements of the energy conservation program.

Examples of energy conservation devices within housing units include but are not limited to:

1. Low flow faucet aerators and shower heads
2. Installation of LED light bulbs and/or fixtures
3. Installation of low flow toilets

NORMAL WEAR AND TEAR EXAMPLES APPENDIX #1

See definition of Normal Wear and Tear. A few examples of normal wear and tear are listed below; this list is not all-inclusive.

1. Fading, peeling, or cracked paint
2. Small chips in plaster
3. Holes from small brads, small picture hanging nails, pin holes, or cracks in wall
4. Door sticking from humidity
5. Carpet faded or worn thin from walking
6. Worn or scratched enamel in old bathtubs, sinks, or toilets
7. Rusty shower rod
8. Dirty or faded light fixture covers or window shades
9. Cabinet color fade or finish erosion

TENANT-CAUSED DAMAGE EXAMPLES APPENDIX #2

See definition of Damage and Tenant Damages. A few examples of Tenant-Caused damage are listed below; this list is not all-inclusive.

1. Holes larger than a small nail in walls or plaster
2. Drawings, crayon markings, paint or wallpaper that Authority did not approve
3. Chipped or gouged floors
4. Carpet stains, holes, burns or tears
5. Pet urine stains on flooring
6. Damaged doors or door frames
7. Water stains on floors and windowsills caused by windows left open during rainstorms
8. Broken windows including window screens and frames
9. Missing or damaged light fixtures
10. Missing or damaged thermostats or door bells
11. Damaged fire detection/suppression systems including smoke detectors and sprinklers
12. Holes in ceiling from removed fixtures
13. Removal of Tenant installed locks
14. Missing or damaged appliances
15. Chipped and broken enamel in bathtubs, sinks, and tub surrounds
16. Clogged or damaged toilet, sink, or tub from improper use
17. Missing or bent shower rods
18. Missing low flow plumbing parts, including toilets, shower heads, aerators
19. Torn, stained, or missing window coverings
20. Missing LED light bulbs
21. Garage door dents, scrapes, holes
22. Burned, cut, or broken countertops
23. Damaged kitchen or bath cabinets
24. Damaged roof, utility connection, or building exterior
25. Damage resulting from failure to assist Authority in the prevention and resolution of insect, rodent, and pest infestations in, on, or around the Premises including bringing or allowing to bring items on or into the Premises which are, or reasonably might be, infested with bedbugs or other insects, rodents, or pests.
26. Stains, odors, pest infestations, or other harms resulting from the Tenant's failure to properly clean the Premises and/or from unsanitary conditions caused by or not remedied by the Tenant.
27. If Tenant resides in an apartment building, then Tenant would pay for damage done to common areas, exteriors, landscaping, parking lots, and other Authority owned property.
28. If Tenant does not reside in an apartment building, then Tenant would pay for damage done to

yards, landscaping, sidewalks, driveways, access ramps, utility connections, fencing, and other Authority owned property.

KEY REQUEST FORM
APPENDIX #3

NOTE THAT KEYS ARE CUT BY MAINTENANCE DEPARTMENT STAFF.

IT MAY TAKE 1 FULL BUSINESS DAY TO CUT AND PROVIDE KEYS TO THE HOUSING DEPARTMENT.

I, _____ reside at _____
(Tenant Name - Printed) (Unit Address)

and request _____ new key(s) be issued to me.
(# of Keys)

Phone Number: _____

Tenant Signature: _____ Date: _____

The below information is to be completed by CHA:

Keys been paid for: YES NO

Date/Time request given to Maintenance: _____

Housing office Point of Contact: _____

Date/Time Maintenance gave key to Housing Office: _____