

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

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Small PHA Plan Update  
Annual Plan for Fiscal Year: **2001**

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH  
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

## PHA Plan Agency Identification

**PHA Name:** DAWSON COUNTY HOUSING AUTHORITY

**PHA Number:** MT029

**PHA Fiscal Year Beginning: (mm/yyyy)** 0701/2001

### PHA Plan Contact Information:

Name: PAUL L. GROSHART

Phone: 406-482-1978

TDD: 406-482-8115

Email (if available): groshart@lyrea.com

### Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices

### Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- Main administrative office of the local, county or State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

### PHA Programs Administered:

Public Housing and Section 8

Section 8 Only

Public Housing Only

## Annual PHA Plan Fiscal Year 2001

[24 CFR Part 903.7]

### i. Table of Contents

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

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<input checked="" type="checkbox"/> Other (List below, providing each attachment name) <b>Required Attachment: PET POLICY</b>	

## **ii. Executive Summary**

[24 CFR Part 903.7 9 (r)]

At PHA option, provide a brief overview of the information in the Annual Plan

### **1. Summary of Policy or Program Changes for the Upcoming Year**

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

There will be no significant changes in any policy or program.

### **2. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A.  Yes  No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$52,045

C.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

#### **(1) Capital Fund Program 5-Year Action Plan**

The Capital Fund Program 5-Year Action Plan is provided as Attachment C

#### **(2) Capital Fund Program Annual Statement**

The Capital Fund Program Annual Statement is provided as Attachment B

### **3. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

Applicability: Section 8 only PHAs are not required to complete this section.

1.  Yes  No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to next component ; if "yes", complete one activity description for each development.)

2. Activity Description

<b>Demolition/Disposition Activity Description</b> <b>(Not including Activities Associated with HOPE VI or Conversion Activities)</b>
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for     units <input type="checkbox"/> Public housing for     units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for     units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

**4. Voucher Homeownership Program**

[24 CFR Part 903.7 9 (k)]

A.  Yes  No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

**B. Capacity of the PHA to Administer a Section 8 Homeownership Program**

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family's resources
- Requiring that financing for puDCHase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards
- Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

### **5. Safety and Crime Prevention: PHDEP Plan**

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- A.  Yes  No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- B. What is the amount of the PHA's estimated or actual (if known) PHDEP grant for the upcoming year? \$ \_\_\_\_\_
- C.  Yes  No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.
- D.  Yes  No: The PHDEP Plan is attached at Attachment \_\_\_\_\_

### **6. Other Information**

[24 CFR Part 903.7 9 (r)]

#### **A. Resident Advisory Board (RAB) Recommendations and PHA Response**

- 1.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
- 2. If yes, the comments are Attached at Attachment (File name)
- 3. In what manner did the PHA address those comments? (select all that apply)
  - The PHA changed portions of the PHA Plan in response to comments  
A list of these changes is included
    - Yes  No: below or
    - Yes  No: at the end of the RAB Comments in Attachment \_\_\_\_\_.

- Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment \_\_\_\_.
- Other: (list below)

**B. Statement of Consistency with the Consolidated Plan**

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

State of Montana

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
- Other: (list below)

3. PHA Requests for support from the Consolidated Plan Agency

Yes  No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

**C. Criteria for Substantial Deviation and Significant Amendments**

**1. Amendment and Deviation Definitions**

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

**A. Substantial Deviation from the 5-year Plan:**

DCHA will consider any of the following as a substantial deviation from the 5-Year Plan.

1. Any material change that would result in a goal being removed from the plan.
2. Any material change that would result in an objective being removed from the plan.

**B. Significant Amendment or Modification to the Annual Plan:**

DCHA will consider the following as a significant amendment or modification:

1. Any change or revision to a PHA Goal or Objective, when such change will clearly affect the anticipated performance outcome.
2. Changes and/or revisions may include:
  - a. Rent Calculation changes
  - b. Revisions to admission/occupancy policies including the grievance procedure requirements
  - c. Revisions to the waiting list and its management
  - d. Revisions to the Housing Choice Voucher Administration Policy

### Attachment A Supporting Documents Available for Review

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
√	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
√	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
√	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
√	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
√	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
√	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
N/A	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
√	Public housing rent determination policies, including the method for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
N/A	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
N/A	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
√	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
√	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
√	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
N/A	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
N/A	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
√	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
N/A	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
√	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
√	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing	Annual Plan: Capital Needs
N/A	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
√	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
N/A	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
N/A	<p>PHDEP-related documentation:</p> <ul style="list-style-type: none"> <li>· Baseline law enforcement services for public housing developments assisted under the PHDEP plan;</li> <li>· Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);</li> <li>· Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;</li> <li>· Coordination with other law enforcement efforts;</li> <li>· Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and</li> <li>· All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.</li> </ul>	Annual Plan: Safety and Crime Prevention
√	<p>Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G)</p> <p><input checked="" type="checkbox"/> check here if included in the public housing A &amp; O Policy</p>	Pet Policy
N/A	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## Attachment B





**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

<b>PHA Name:</b> DAWSON	<b>Grant Type and Number</b> Capital Fund Program: X Capital Fund Program Replacement Housing Factor Grant No: MT06P029901-01	<b>Federal FY of Grant:</b> 2001
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: 02/28/01  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)  
Part II: Supporting Pages**

PHA Name: Dawson County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program #: Mt06P029501-01 Capital Fund Program Replacement Housing Factor #:			<b>Federal FY of Grant: 2001</b>		
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-wide	OPERATIONS	1406		5,200				
HA-wide	ADMINISTRATION	1410		3,300				
HA-wide	FEES AND COSTS	1430		4,000				
HA-wide	SITE IMPROVEMENT	1450		22,045				
HA-wide	DWELLING STRUCTURES	1460		13,500				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: Dawson County Housing Authority		Grant Type and Number Capital Fund Program #: Mt06P029501-01 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-wide	DWELLING EQUIPMENT	1465.1		2,000				
HA-wide	NONDWELLING STRUCTURES	1470		2,000				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: Dawson County Housing		<b>Grant Type and Number</b> Capital Fund Program #: MT06P029501-01 Capital Fund Program Replacement Housing Factor #:					Federal FY of Grant: 2001	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
1406	07/01/02							
1410	07/01/02							
1430	09/30/02							
1450	11/30/02							
1460	12/31/02							
1465.1	12/31/02							
1470	12/31/02							



## Attachment C

### Capital Fund Program 5-Year Action Plan

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

<b>CFP 5-Year Action Plan</b>		
<input checked="" type="checkbox"/> <b>Original statement</b> <input type="checkbox"/> <b>Revised statement</b>		
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	
MT029	California St. Apartments	
<b>Description of Needed Physical Improvements or Management Improvements</b>	<b>Estimated Cost</b>	<b>Planned Start Date (HA Fiscal Year)</b>
Playground equipment	\$7,000	07/01/2002
Air conditioners	\$20,000	07/01/2002
Windows	\$60,000	07/01/2003
Kitchen Cabinets	\$80,000	07/01/2002
Bathroom fixtures	\$100,000	07/01/2004
<b>Total estimated cost over next 5 years</b>	<b>\$267,000</b>	

**Required Attachment     D    : Resident Member on the PHA Governing Board**

1.  Yes  No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board:

B. How was the resident board member selected: (select one)?

Elected

Appointed

C. The term of appointment is (include the date term expires):

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis

the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.

Other (explain):

B. Date of next term expiration of a governing board member: 01/01/2002

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position):

County Commissioners

Dawson County Courthouse

## Required Attachment     E     : Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

No participants.

## Required Attachment: Pet Policy

### XIII. PETS IN FAMILY PUBLIC HOUSING

Part 960-Admission to, and Occupancy of, Public Housing, Subpart G, 960.707: A resident of a dwelling unit in public housing may own one or more common household pets, or have one or more common household pets present in the unit subject to the reasonable requirements of the HA. The Quality Housing and Work Responsibility Act of 1998 mandated that HUD develop regulations which would allow residents of family public housing be own and keep pets. The policy below includes references to local ordinances, DCHA rules, and final HUD regulations.

- A. **Applicability:** This policy shall apply to all tenants of public housing projects owned by DCHA on April 1, 2001 and all applicants applying for housing after April 1, 2001.
- B. **Definitions:**
- Applicant:** Family or single person who is applying for occupancy in one of the projects owned by DCHA after March 30, 2001.
- Tenant:** A family or single person who is a resident before April 1, 2001.
- Damages:** Charges assessed to the tenant during occupancy or after vacating unit. Damages may include any damage to the unit, building, grounds, flooring, walls, trim boards, finish, tiles, carpeting, etc., determined by the inspector to be the act of the pet. Repair and or replacement will be the full responsibility of the animal owner, and the animal owner shall agree to pay costs involved in restoring any damage to original, new conditions as well as any costs required for cleaning, delousing, and deodorizing required because of such animal.
- Sick or Injured animals:** All animals must be healthy and in good condition, no sick or injured animal will be accepted without consultation and written acknowledgment of a veterinarian as to the condition of the animal's ability to live in an apartment situation.
- Inoculations:** Animals must have current inoculations as appropriate to the species.
- Pet Tags:** Identification tags which include the name, address, and phone number of the owner. In addition, the pet will have City of Glendive registration tags.
- Public Access:** Areas owned by DCHA which includes the yards, common areas and sidewalks.
- Permissible Pets:** Pets allowed by the DCHA include: **dogs, cats, birds, fish and caged animals (for example, guinea pigs, rodents, hamsters).**
- C. **Responsibilities of the Applicant/Tenant:**
1. Prior to admission of pet, tenant/applicant must complete the pet registration form.
  2. Furnish proof of vaccinations and licensing prior to admissions.
  3. Furnish proof of sterilization of animal.
  4. After Admissions, the pet must be licensed and up-to-date on rabies and other vaccinations.
  5. Must supply a photograph of their pet upon admission.
  6. Must remit a processing fee and a pet security deposit.

- 7. Must not allow pet to run at large and must keep pet under control at all times
- 8. Must provide proof of identification collar and tags.
- 9. Must advise HA of any change in pet status.
- 10. Must not allow pet to be outside of unit without responsible family member in control of animal. Animals will not be placed outside of unit unattended on leashes, chains, ropes, or any other restraining device.
- 11. Must comply with all applicable state, local, public health, animal control, and animal anti-cruelty laws.
- 12. Must properly dispose of pets' waste outside and inside of unit.
- 13. Cat owners must furnish a litter box specifically made for that purpose.

D. Local Ordinances:  
Reserved

E. Security Deposits and Fees:	Fee	Deposit
Dog	\$150.00	\$200.00
Cat(each)	\$100.00	\$150.00
Fish, birds, caged pets,	\$50.00	\$50.00

F. Pet Limitations:

- 1. The family may have one dog whose size cannot exceed 20 pounds.
- 2. The family may have two cats, whose individual weight will not exceed 10 pounds.
- 3. The family may have only one other pet such as fish, bird or caged pet in addition to a dog or cat.
- 4. If the family does not have a dog or cat then the family may have either fish, birds or caged pets (up to two) by remitting a deposit for each.
- 5. The family may not keep pets for any commercial or breeding purpose.
- 6. Restricted breeds are not allowed as pets on DCHA properties.

G. Enforcement:

- 1. Tenant who fails to abide by this policy, the lease addendum, and all pertinent rules shall be subject to:
  - First Offense: Notice of Policy Violation will be sent.
  - Second Offense: Tenant must attend meeting with DCHA staff.
  - Third Offense: Tenant will be sent notice of intent to terminate lease due to noncompliance unless pet is removed from premises.
- 2. If tenant fails to correct the deficiencies after the Third Offense then the DCHA will terminate the lease as per the lease agreement and lease addendum.

PET OWNERSHIP  
LEASE ADDENDUM

The following Lease Addendum applies to all applicants/participants of public housing and is implemented when the family applies for pet ownership.

**Part I: Pet Policy**

The Tenant has read, understands and agrees to abide by all applicable housing rules pertaining to pets. The Tenant has completed a Pet Application & Registration form and has been granted

permission by the Board of Commissioners of the Dawson County Housing Authority to keep the pet(s) specified, under the following terms and conditions:

1. Each household may own up to two pets and a separate fee and deposit is required for each pet. The two pet combination includes: one dog and one cat; two cats; or one dog or one cat plus one of the following, birds, caged animals (guinea pigs, hamster, rodents, or aquarium fish. Each pet shall be counted as one pet for the purpose of household maximum.
2. If the pet is a dog or cat, it must be neutered/spayed, and evidence of the neutering/spaying can be provided by a statement/bill from the veterinarian.
3. If the pet is a bird, hamster, guinea pig, or other rodent the pet must be housed in a cage and cannot be let out of the cage at any time.
4. An aquarium for fish must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe manner.
5. Weight limits for dogs and cats are: Dogs 20 pounds (fully grown) and Cats 10 pounds (fully grown). Animals must be weighed by a veterinarian or Humane staff member.
6. If the pet is a dog or cat, it must have received all rabies and distemper inoculations. Or boosters as applicable. Proof shall be statement from veterinarian.
7. If the pet is a dog or cat, it must be licensed by the City Treasurer and such license shall be renewed on an annual basis as required by city code.
8. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No pet shall be permitted to be loose and if the pet is taken outside it must be on a leash and kept off of other Tenant's lawns.
9. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Pets which are unleashed, or leashed and unattended, on HA property will be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet and at the expense of the Tenant. In addition, the HA will charge a fee of \$25.00 to cover the expense of transporting the pet.
10. Pets may not be left unattended for more than twenty-four consecutive hours. Pets may not be left with neighbors who are or are not covered by the Pet Addendum. Any pet that has been left unattended will be removed from the unit and transferred to the Humane Society. Any expense to remove and reclaim the pet shall be the responsibility of the Tenant.

## **Part II: Responsible Pet Ownership**

- A. Responsible Pet Ownership: Each pet must be kept and maintained responsibly, in accordance with this lease addendum and all applicable ordinances, public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
- B. Prohibited Animals: Animals that are considered vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, rottweiler, doberman pinscher, pit bulldog, and any animal that displays vicious behavior.
- C. Feeding, caring for, or other wise aiding stray animals is prohibited.
- D. Owners and tenants are responsible for visiting pets, which are subject to the same restrictions as resident pets.
- E. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. Examples of nuisance behavior for the purposes of this paragraph are:
  - i. Personal injury or property damage caused by unruly behavior.
  - ii. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any person an any time of day or night.
  - iii. Pets in common areas who are not under the complete control of a responsible adult and on a short hand held leash.
  - iv. Animals who relieve themselves on walls, paved areas and sidewalks.
  - v. Animals who exhibit aggressive or vicious behavior.
  - vi. Pets who are conspicuously unclean or parasite-infested.

- F. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other Tenants, or create a problem in the area of cleanliness and sanitation, the HA will notify the Tenant in writing of the lease violations. The pet will need to be removed from the HA site. The tenant may request a hearing which will be handled through the HA's grievance procedures.
- G. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling unit and on the grounds surrounding the unit. If the pet is taken outside it must be on a leash at all times. All waste generated by a pet must be properly and promptly disposed of to avoid any unpleasant and unsanitary odor. The Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the unit.
- H. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be present or shall have all animals restrained or caged. Maintenance will not be performed at the unit until one of the preceding conditions is met. In addition, the HA may assess a fee for the maintenance call. The HA shall not be responsible if any animal escapes from the residence due to maintenance, inspections, emergency monitoring, or other activities of the landlord
- I. The Tenant shall indemnify the HA and hold it harmless against loss or liability of any kind arising from their pets.

**Part III: Enforcement**

- 1. Any resident, staff member observing an infraction of any of these rules shall be free to discuss the infraction with the pet owner in an effort to secure voluntary compliance.
- 2. The Executive Director shall be the designated enforcement official of the HA.
- 3. A Tenant who fails to abide by this policy, the lease addendum, and all pertinent rules excluding Section F. above, shall be subject to:

First Offense:	Notice of Policy Violation will be sent and directive on how to comply.
Second Offense:	Notice sent and Tenant must attend meeting with DCHA staff or Executive Director.
Third Offense:	Tenant will be sent notice of intent to terminate lease due to noncompliance unless pet is removed from premises.

**Part IV: Security Deposits and Non-refundable fees**

- |    |                             |          |          |
|----|-----------------------------|----------|----------|
| 1. | Security Deposits and Fees: | Fee      | Deposit  |
|    | Dog                         | \$150.00 | \$200.00 |
|    | Cat                         | \$100.00 | \$150.00 |
|    | Fish, birds, caged pets,    | \$50.00  | \$50.00  |
- 2. The entire fee and deposit, subject to the exception listed below, must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy. It shall be a serious lease violation for any tenant to have a pet without the proper approval.
  - 3. If the deposit is more than \$100.00, the head of the household may elect to pay \$100.00 at the time of the signing and make \$50.00 per month payments until the total deposit is paid. The fee shall not be reimbursed, and the deposit shall be utilized to offset damages caused by the pet. Any remaining balance will be returned to the tenant.

**Part V: Tenant Acknowledgement**

After reading and/or having read to me this lease addendum, I agree to abide by the requirements

outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum. I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will not hold liable (indemnify) the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a nonrefundable fee of \_\_\_\_\_ to cover the additional operating cost incurred by the HA.

I agree to pay a refundable pet deposit of \_\_\_\_\_ to the HA. If the pet deposit exceeds \$100.00, the deposit may be paid with an initial payment of \$100.00, and the remaining amounts paid in monthly increments of \$50.00 until the balance is paid in full. If I fail to make the total payment due, which shall include the pet deposit payment, rent and other charges, my lease will be terminated in accordance with the provisions of the dwelling lease. The Fee and Initial Deposit must be paid prior to the execution of this lease addendum.

I agree and understand that violating this lease addendum will result in the removal of the pet(s) from the HA property and that I may not be allowed to own any type of pet in the future while being an occupant of the HA.

\_\_\_\_\_  
Head Of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority

\_\_\_\_\_  
Date