

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: **2003**

# Bird City Housing Authority

## Bird City, Kansas

**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:** Bird City Housing Authority

**PHA Number:** KS003

**PHA Fiscal Year Beginning: (mm/yyyy)** 04/2003

### PHA Plan Contact Information:

Name: Pamela R. Johnson, Executive Director

Phone: (785) 734-2407

TDD: NA

Email (if available): bcha@kans.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 2003

[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.

<b>Contents</b>	<b><u>Page #</u></b>
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<input checked="" type="checkbox"/> Other (List below, providing each attachment name)	
Attachment F: Housing Authority Deconcentration and Income Mixing	
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## **ii. Executive Summary**

[24 CFR Part 903.7 9 (r)]

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

**This Section is left blank since it is optional.**

### **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.

**We have made discretionary changes to our ACOP as well as our Dwelling Lease. The changes are included in:**

- **Updated our public housing ACOP – Attachment I**
- **Updated our public housing Dwelling Lease – Attachment J**

### **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? **\$29,499**

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 (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: (DD/MM/YY)
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 -NA**

[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 - NA**

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 purchase 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?

Residents suggest setting up a neighborhood watch but they wanted additional information before agreeing to it. The Executive Director agreed to obtain additional information and advise the RAB.

Residents were in agreement with the Agency Plan and offered no additional comments.

2. If yes, the comments are Attached at Attachment (File name) See Above
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 **NA. See 6.A.1. above.**
- 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: (State of Kansas, Cheyenne County)
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)
    - The Bird City Housing Authority will continue to maintain and renovate its public housing units.
    - The Bird City Housing Authority will continue to provide accessible housing in its public housing program to persons with disabilities.
    - The Bird City Housing Authority will continue to market its public housing program to make elderly families and individuals aware of the availability of decent, safe, sanitary and affordable housing in the City of Bird City.
  - Other: (list below)
    - The Bird City Housing Authority Admission and Continued Occupancy Policy (ACOP) requirements are established and designed to:
      - a. Provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.
      - b. To operate a socially and financially sound agency that provides violence and drug-free housing with a suitable living environment for residents.

- c. To deny admission of applicants, or the continued occupancy of residents, whose habits and practices adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to our employees.
- d. To facilitate the judicious management of our inventory and efficient management of our staff.
- e. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal fair housing laws and regulations so that the admission and continued occupancy policies are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

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)

The State of Kansas Consolidated Plan endorses the continuing objectives of national housing policy in the National Affordable Housing Act of 1990, including: ensure that all residents have access to decent shelter; increase the supply of affordable housing; make neighborhoods safe and livable; expand opportunities for home ownership; provide a reliable supply of mortgage finance; and reduce generational poverty in assisted housing.

The Housing Development strategy includes focusing efforts towards providing housing opportunities to Kansans through the development of resources, partnerships and technical assistance. Among the principles of comprehensive development, the Consolidated Plan includes the creation of housing alternatives for the elderly and persons with disabilities which will provide a better quality of life for these residents and will establish the potential for cost savings for the State.

The Housing Development Plan contains the following priorities that relate to resident access to rental housing.

- Small, Related Households – Very Low and Low Income
- Large, Related Households – Very Low and Low Income
- Elderly Households – Very Low and Low Income
- All Other Households – Very Low and Low Income

Strategy objectives include replacement and rehabilitation of deteriorated rental housing stock; make rental housing affordable in higher cost markets. The Consolidated Plan acknowledges that some senior citizen housing has a high vacancy rate. Nevertheless, about 18,000 elderly households have housing problems. About 49% of elderly

households pay more than 30% of their income on housing. Most elderly households are on fixed incomes. About 23,000 persons over age 65 are mobility impaired; about 31,000 persons over age 65 have self-care limitations. Attention must be given to elderly households with special needs.

In summary, the Kansas State Consolidated Plan strategies are consistent with and support the goals and objectives of the Bird City Housing Authority.

## **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:**

A substantial deviation from the 5-year Plan occurs when the Board of Commissioners decides that it wants to change the mission statement, goals or objectives of the 5-year plan.

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

Significant amendments or modifications to the Annual Plan are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the plans of the agency and which require formal approval of the Board of Commissioners.

## Attachment A

### Bird City Housing Authority

### Fiscal Year 2003 Agency Plan

#### 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>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
NA	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	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
X	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
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	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
X	Any policy governing occupancy of Police Officers in Public Housing <input checked="" 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>
NA	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	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
X	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
NA	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	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
X	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
NA	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
NA	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
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
NA	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	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>
NA	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
NA	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
X	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
NA	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
NA	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
NA	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
NA	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
NA	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	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
NA	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
NA	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>
NA	PHDEP-related documentation: <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
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy (incorporated by reference)	Pet Policy
X	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
NA	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
X	Other supporting documents (optional) (list individually; use as many lines as necessary)  Pet Policy Implementation of Community Service Requirements Definition of Substantial Deviation Voluntary Conversion Documentation	(specify as needed)   Annual Plan/ACOP ACOP Annual Plan Annual Plan

**Attachment B**

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

PHA Name: <b>Bird City Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: KS16P00350103 Replacement Housing Factor Grant No:	Federal FY of Grant: <b>2003</b>
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**Original Annual Statement**  **Reserve for Disasters/ Emergencies**  **Revised Annual Statement (revision no: )**  
 **Performance and Evaluation Report for Period Ending:**  **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	2,950			
3	1408 Management Improvements				
4	1410 Administration	1,500			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,500			
8	1440 Site Acquisition				
9	1450 Site Improvement	2,000			
10	1460 Dwelling Structures	20,549			
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				

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

PHA Name: <b>Bird City Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: KS16P00350103 Replacement Housing Factor Grant No:	Federal FY of Grant: <b>2003</b>
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**Original Annual Statement**  **Reserve for Disasters/ Emergencies**  **Revised Annual Statement (revision no: )**  
 **Performance and Evaluation Report for Period Ending:**  **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	29,499			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 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: Bird City Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00350103 Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2003</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>HA Wide/ KS003-001</b>	Operations	1406						
	Utilities / routine maintenance			2,950				
<b>HA Wide/ KS003-001</b>	Administration	1410						
	CFP Administration: wages & benefits			1,500				
<b>HA Wide/ KS003-001</b>	Fees and Costs	1430						
	A & E Fees; planning costs			2,500				
<b>HA Wide/ KS003-001</b>	Site Improvement	1450						
	Landscaping			2,000.00				
<b>HA Wide/ KS003-001</b>	Dwelling Structures	1460						
	Unit Conversion (504)			20,549				





**Attachment C  
Capital Fund Program Five-Year Action Plan  
Part I: Summary**

PHA Name : Bird City Housing Authority		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>			
Development Number/Name/H A-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2004 PHA FY: 04/01/04	Work Statement for Year 3 FFY Grant: 2005 PHA FY: 04/01/05	Work Statement for Year 4 FFY Grant: 2006 PHA FY: 04/01/06	Work Statement for Year 5 FFY Grant: 2007 PHA FY: 04/01/07
<b>H/A Wide</b>	Annual Stateme nt				
<b>H/A Wide</b>		29,499	29,499	29,499	29,499
CFP Funds Listed for 5-year planning		29,499	29,499	29,499	29,499
Replacement Housing Factor Funds					

**Capital Fund Program Five-Year Action Plan  
Part II: Supporting Pages—Work Activities**

Activities for Year 1	Activities for Year : <u>2</u> FFY Grant: 2004 PHA FY: 04/01/04			Activities for Year: <u>3</u> FFY Grant: 2005 PHA FY: 04/01/05		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
See Annual Statement	<b>HA Wide/KS003-001</b>	<b><u>Operations</u></b>		<b>HA Wide/KS003-001</b>	<b><u>Operations</u></b>	
		Utilities; routine maint.	2,950		Utilities; routine maint.	2,950
		Healthcare Benefits	5,000		<b><u>Administration</u></b>	
		KPERS Contributions	2,549		CFP Administration	1,500
		<b><u>Administration</u></b>			CFP Agency Plan	1,000
		CFP Administration	1,500		<b><u>Audit</u></b>	
		CFP Agency Plan	1,000		Annual Audit	1,500
		<b><u>Audit</u></b>			<b><u>Site Improvement</u></b>	
		Annual Audit	1,500		Landscaping	2,000
		<b><u>Site Improvement</u></b>			<b><u>Dwelling Structures</u></b>	
		Landscaping	2,000		Replace 11 Hot Water Heaters	6,000
		Concrete Work	5,000		Replace 12 Refrigerators	14,549
		<b><u>Dwelling Structures</u></b>				
		Kitchen Vents with Cabinets	7,000			
		Replace Bathroom Medicine Cabinets	1,000			
		<b>Total CFP Estimated Cost</b>	<b>\$29,499</b>			<b>\$29,499</b>



**Attachment D**

**Bird City Housing Authority**

**Fiscal Year 2003 Agency Plan**

**Required Attachment: 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:

Shawn "Casey" McCormick

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

- Elected
- Appointed

C. The term of appointment is (include the date term expires): one year term expiring 5/4/2003

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: 5/4/2003

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

City Council or Bird City, Kansas

## **Attachment E**

### **Bird City Housing Authority**

#### **Fiscal Year 2003 Agency Plan**

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

- i. 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.)

Due to no interest from the residents, the Bird City Housing Authority does not have a formal Resident Advisory Board. The residents do, however, meet with the Executive Director to discuss the plans for the annual plan and see if they have any comments or suggestions.

## Attachment F

### Bird City Housing Authority

### Fiscal Year 2003 Agency Plan

#### **Component 3, (6) Deconcentration and Income Mixing**

- a.  Yes  No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

The Bird City Housing Authority is exempt under the provisions of 24 CFR 903.2(b)(2)(i). The Housing Authority owns and operates one development with fewer than 100 public housing units (20 units).

- b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

<b>Deconcentration Policy for Covered Developments</b>			
<b>Development Name:</b>	<b>Number of Units</b>	<b>Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]</b>	<b>Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]</b>

**Attachment G**

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

PHA Name: <b>Bird City Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: KS166P00350101 Replacement Housing Factor Grant No:	Federal FY of Grant: <b>2001</b>
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Original Annual Statement  
  Reserve for Disasters/ Emergencies  
  Revised Annual Statement (revision no: 2)  
 Performance and Evaluation Report for Period Ending: 09/30/02  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	3,286.00	3,286.00	3,286.00	3,286.00
3	1408 Management Improvements	11,000.00	7,482.41	7,482.41	7,482.41
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	11,500.00	12,210.53	12,210.53	12,210.53
10	1460 Dwelling Structures	5,582.00	7,804.06	7,804.06	7,097.00
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures	1,000.00	1,000.00	1,000.00	1,000.00
13	1475 Nondwelling Equipment	500.00	1,085.00	1,085.00	1,085.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				

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

PHA Name: <b>Bird City Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: KS166P00350101 Replacement Housing Factor Grant No:	Federal FY of Grant: <b>2001</b>
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Original Annual Statement    Reserve for Disasters/ Emergencies    Revised Annual Statement (revision no: 2)  
 Performance and Evaluation Report for Period Ending: 09/30/02    Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	32,868.00	32,868.00	32,868.00	32,160.94
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs	1,000.00	1,000.00	1,000.00	1,000.00
26	Amount of line 21 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: Bird City Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00350101 Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2001</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>HA Wide</b>	<b>Operations</b>	1406						
	Utilities/Routine Maintenance		Lump Sum	3,286.00	3,286.00	3,286.00	3,286.00	Complete
	<b>Subtotal 1406</b>			<b>3,286.00</b>	<b>3,286.00</b>	<b>3,286.00</b>	<b>3,286.00</b>	
<b>HA Wide</b>	<b>Management Improvements</b>	1408						
	Replace Computer Hardware & software		Lump Sum	11,000.00	7,482.41	7,482.41	7,482.41	Complete
	<b>Subtotal 1408</b>			<b>11,000.00</b>	<b>7,482.41</b>	<b>7,482.41</b>	<b>7,482.41</b>	
<b>KS003-1</b>	<b>Site Improvement</b>	1450						
	Replace sidewalks			9,000.00	9,000.00	9,000.00	9,000.00	Complete
	Repair trash receptacles			2,500.00	3,210.53	3,210.53	3,210.53	Complete
	<b>Subtotal 1450</b>			<b>11,500.00</b>	<b>12,210.53</b>	<b>12,210.53</b>	<b>12,210.53</b>	
<b>KS003-1</b>	<b>Dwelling Structures</b>	1460						
	Replace shower, carpet & paint			5,582.00	7,804.06	7,804.06	7,097.00	95% Done

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

PHA Name: Bird City Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00350101 Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2001</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Subtotal 1460</b>			<b>5,582.00</b>	<b>7,804.06</b>	<b>7,804.06</b>	<b>7,097.00</b>	
<b>HA Wide</b>	<b><u>Nondwelling Structures</u></b>	1470						
	New electronic eye/ security lights		Lump Sum	1,000.00	1,000.00	1,000.00	1,000.00	Complete
	<b>Subtotal 1470</b>			<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	
<b>HA Wide</b>	<b><u>Nondwelling Equipment</u></b>	1475						
	Nondwelling Equipment		Lump Sum	500.00	1,085.00	1,085.00	1,085.00	Complete
	<b>Subtotal 1475</b>			<b>500.00</b>	<b>1,085.00</b>	<b>1,085.00</b>	<b>1,085.00</b>	
	<b>Grand Total</b>			<b>32,868.00</b>	<b>32,868.00</b>	<b>32,868.00</b>	<b>32,160.94</b>	



**Attachment H**

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

PHA Name: <b>Bird City Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: KS16P00350102 Replacement Housing Factor Grant No:	Federal FY of Grant: <b>2002</b>
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending: 9/30/2002  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	10,288.00	10,288.00	7,288.00	5,988.00
3	1408 Management Improvements				
4	1410 Administration	1,500.00	1,500.00	1,500.00	1,500.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,700.00	-0-		
8	1440 Site Acquisition				
9	1450 Site Improvement	9,000.00	9,000.00	2,000.00	1,837.50
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	10,380.00	8,711.00	3,100.00	3,018.65
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				

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

PHA Name: <b>Bird City Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: KS16P00350102 Replacement Housing Factor Grant No:	Federal FY of Grant: <b>2002</b>
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Original Annual Statement    Reserve for Disasters/ Emergencies    Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending: 9/30/2002    Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	32,868.00	29,499.00	13,888.00	12,344.15
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 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: Bird City Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00350102 Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2002</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>HA Wide</b>	<b><u>Operations</u></b>	1406						
	Utilities / routine maintenance		20 units	3,288.00	3,288.00	3,288.00	3,288.00	Complete
	Annual Financial Audit		Lump Sum	1,300.00	1,300.00	1,300.00	-0-	
	Caulk & repaint windows in units & office building; replace curtains; replace lights		20 units & office	3,000.00	3,000.00	-0-	-0-	
	KPERS Contributions		Lump Sum	2,700.00	2,700.00	2,700.00	2,700.00	Complete
	<b>Subtotal 1406</b>			<b>10,288.00</b>	<b>10,288.00</b>	<b>7,288.00</b>	<b>5,988.00</b>	
<b>HA Wide</b>	<b><u>Administration</u></b>	1410						
	CFP Administration: wages & benefits		Lump Sum	1,500.00	1,500.00	1,500.00	1,500.00	Complete
	<b>Subtotal 1410</b>			<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	
<b>HA Wide</b>	<b><u>Fees and Costs</u></b>	1430						
	A & E Fees; planning costs		Lump Sum	1,700.00	-0-	-0-	-0-	

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

PHA Name: Bird City Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00350102 Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2002</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Subtotal 1430</b>			<b>1,700.00</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	
<b>KS003-1</b>	<b><u>Site Improvement</u></b>	1450						
	Sidewalk Repairs		Lump Sum	7,000.00	7,000.00	-0-	-0-	
	Landscaping		Lump Sum	2,000.00	2,000.00	2,000.00	1,837.50	92% Com.
	<b>Subtotal 1450</b>			<b>9,000.00</b>	<b>9,000.00</b>	<b>2,000.00</b>	<b>1,837.50</b>	
<b>HA Wide</b>	<b><u>NonDwelling Equipment</u></b>	1475						
	Mower Replacement; Maintenance Tools; Tires		Lump Sum	10,380.00	8,711.00	3,100.00	3,018.65	36% Com.
	<b>Subtotal 1475</b>			<b>10,380.00</b>	<b>8,711.00</b>	<b>3,100.00</b>	<b>3,018.65</b>	
	<b>Grand Total</b>			<b>32,868.00</b>	<b>29,499.00</b>	<b>13,888.00</b>	<b>12,344.15</b>	



## **Attachment I**

The following changes were made to the ACOP:

### *SECTION 10.7 ACCEPTANCE OF UNIT*

(paragraph 6) additional wordage added (in bold)

In exceptional situations, the Bird City Housing Authority reserves the right to allow a new resident to pay their security deposit in up to two (2) payments. One half shall be paid with the first month's rent in advance **before the keys will be issued** and one half with their second rent payment. This shall be at the sole discretion of the Housing Authority.

**ATTACHMENT J**  
**HOUSING AUTHORITY OF THE CITY OF BIRD CITY**  
**PUBLIC HOUSING LEASE**

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1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Housing Authority of the City of Bird City, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at \_\_\_\_\_.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

<b>Name</b>	<b>Date of Birth</b>	<b>Social Security Number</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: \_\_\_\_\_. This person's address is \_\_\_\_\_ and phone number is \_\_\_\_\_.

2. **LEASE TERM:** This Lease shall begin and keys will be issued on \_\_\_\_\_, provided all documentation has been signed and the first month's rent and security deposit have been paid. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.
  
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$\_\_\_\_\_. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$\_\_\_\_\_.

\_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit.

\_\_\_\_\_ This rent is based on the income and other information reported by the Resident.  
 (Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Bird City Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Cash payments are not acceptable.

If the rent is not paid by the fifth of the month, a Late Notice will be issued to the tenant. In addition, a \$15 late charge will be assessed to the tenant. If rent is not paid by the 10<sup>th</sup> of the month, eviction procedures will be instituted and the tenant given three (3) days to vacate the premises. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10 for processing costs.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The Resident has paid the amount of \$\_\_\_\_\_ to the Landlord as a Security Deposit.

With the approval of the Landlord, the Security Deposit may be made in two payments -- one half in advance and one half with their second rent payment. The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord

shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** The Bird City Housing Authority shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

**Water, sewer, electricity, natural gas, and garbage collection**

The Resident agrees to pay for the following utilities:

For Bird City Housing Authority paid utilities, the Bird City Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Bird City Housing Authority will be billed to the tenant monthly.

The Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the income method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be

attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office] within 30 calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
  - a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
  - b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
  - a. Resident does not submit rent review information by the date specified in the Landlord's request; or
  - b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended; to provide reasonable care and perform interim testing of smoke detectors to assure they are in working order. **DISCONNECTION OR REMOVAL OF SMOKE DETECTORS OR BATTERIES IS ABSOLUTELY PROHIBITED;**
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. not park unregistered vehicles on the property or park any vehicle in an unauthorized location; not keep any unlicensed or inoperable vehicles on the property or leave any vehicles raised off the ground on jacks, blocks, or by other means;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Resident shall be charged the actual cost the Landlord incurred.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Landlord;

- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install washing machines, dryers, fans, heaters, or air conditioners;
- h. place any aerials, antennas or other electrical connections on the dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event

that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;

- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is a registered sex offender;
- t. failure to provide reasonable care and perform interim testing of smoke detectors to assure they are in working order; or
- u. any other good cause.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;

- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 15 days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

When a unit has been abandoned, a Bird City Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place at resident's expense. The property will be sold or otherwise disposed of thirty (30) days after the Authority takes possession of the property. At least fifteen (15) days prior to the sale or other disposition of the property, the Authority will publish once in an

newspaper of general circulation in the county in which the unit is located a notice of the Authority's intention to sell or dispose of the property. Within seven (7) days after publication, a copy of the published notice will be mailed by the Authority to the resident at the resident's last known address. The notice will state the name of the resident, a brief description of the property and the approximate date on which the Authority intends to sell or dispose of the property. If these requirements are met, the Authority may sell or otherwise dispose of the property without liability to the resident or to any other person who has or claims to have an interest in the property, except as to any secured creditor who gives notice of his or her interest in such property to the Authority prior to the sale or disposition thereof, if the Authority has no knowledge or notice that any person, other than the resident, has or claims to have an interest in the property. During the thirty (30) day period after the Authority takes possession of the property, and at any time prior to sale or other disposition thereof, the resident may redeem the property upon payment to the Authority of the reasonable expenses incurred by the Authority of taking, holding and preparing the property for sale and of any amount due from the resident to the Authority for rent or otherwise.

Within thirty (30) days of learning of an abandonment, the Bird City Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

21. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by first class mail, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Bird City Housing Authority.

If the Resident is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this

same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

- 23. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.
- 24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
- 25. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

Attachments:

- 1. Pet Policy
- 2. Excess Utility Charges
- 3. Dwelling Inspection Checklist
- 4. House Rules

Signatures:

RESIDENT: 1) \_\_\_\_\_ Date

2) \_\_\_\_\_ Date

LANDLORD: \_\_\_\_\_ Date