

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

Small PHA Plan Update
Annual Plan for Fiscal Year: 2003

**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: Emerson Housing Authority
P O Box 121
Emerson NE 68733

PHA Number: NE073

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

PHA Plan Contact Information:

Name: Gloria Wallwey, Executive Director
Phone: (402)-695-2557
TDD: (402)-695-2557
Email (if available): gloriw@bloomnet.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.

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<input checked="" type="checkbox"/> Other (List below, providing each attachment name)	
Attachment F – FY 2000 CIAP Progress Report	
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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.

NONE

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? \$ 29,711

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

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)
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 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?
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 Nebraska
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)

The Emerson Housing Authority's actions and goals will continue to support the consolidated plan of the State of Nebraska. The housing priority in the state of Nebraska is defined by the consolidated plan as follows: **“Increase housing productions to ensure an adequate, appropriate and affordable housing supply to meet community economic development needs.”** The Emerson Housing Authority will assist the state in the following strategies:

1. Increase cooperation among governmental entities, housing providers and the lending community; promote the participation of these groups in partnerships to produce affordable housing.
2. Increase education and training for public awareness of housing issues and responsibilities.
3. Address special housing needs in two ways: increase partnerships between government agencies providing services to persons with special needs; provide outreach to simplify communications and build capacity for organizations that serve persons with special needs.

Unfortunately, the State of Nebraska Consolidated Plan is not specific as to Emerson. No State CDBG funds are anticipated by the Emerson Housing Authority. The State will work with us on an "as needed" basis.

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.

- The Emerson Housing Authority has made discretionary changes to policies that are listed in Attachment I.

Additional Component Added After Template Development:

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.

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:

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

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.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	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
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review

Applicable & On Display	Supporting Document	Related Plan Component
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 checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	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
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	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 checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	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
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
	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

List of Supporting Documents Available for Review

Applicable & On Display	Supporting Document	Related Plan Component
	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
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	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
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	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
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention

List of Supporting Documents Available for Review

Applicable & On Display	Supporting Document	Related Plan Component
	<p>PHDEP-related documentation:</p> <ul style="list-style-type: none"> · Baseline law enforcement services for public housing developments assisted under the PHDEP plan; · 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); · Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities; · Coordination with other law enforcement efforts; · Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and · 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. 	Annual Plan: Safety and Crime Prevention
X	<p>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</p>	Pet Policy
X	<p>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</p>	Annual Plan: Annual Audit
	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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350103 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2003
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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				
3	1408 Management Improvements				
4	1410 Administration	500			
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	29,211			
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				

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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350103 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2003
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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	
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)		29,711		
21	Amount of line 20 Related to LBP Activities				
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				

Attachment B

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: THE EMERSON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program #: NE26P07350103 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2003			
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	Administration – Contract Administration	1410		500				
HA Wide	Dwelling Structures – Purchase & Install Entry Doors	1460		29,211				

Attachment C

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name EMERSON HOUSING AUTHORITY						<input checked="" type="checkbox"/> Original 5-Year Plan
						<input type="checkbox"/> Revision No:
Development Number/Name/HA- Wide	Year 1	Work Statement for Year 2 FFY Grant: 2004 PHA FY: 04/2004	Work Statement for Year 3 FFY Grant: 2005 PHA FY: 04/2005	Work Statement for Year 4 FFY Grant: 2006 PHA FY: 04/2006	Work Statement for Year 5 FFY Grant: 2007 PHA FY: 04/2007	
HA Wide / NE073001		29,711	29,711	29,711	29,711	
Total CFP Funds (Est.)		29,711	29,711	29,711	29,711	
Total Replacement Housing Factor Funds						

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:

NOTE: The Emerson Housing Authority does not have a resident member on the board.

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

- Elected
- Appointed

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

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: 02/2003

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

Kathleen Ostrand, Mayor of the City of Emerson

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.)

George Lundgren

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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350100 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 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				
3	1408 Management Improvements				
4	1410 Administration		500	500	500
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs		1,000	1,000	1,000
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	30,710	29,210	29,210	29,210
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				

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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350100 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 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	
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	30,710		30,710	30,710
21	Amount of line 20 Related to LBP Activities				
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				

Attachment F

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: THE EMERSON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program #: NE26P07350100 Capital Fund Program Replacement Housing Factor #:				Federal FY of Grant: 2000		
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	Administration – Contract Administration	1410			500	500	500	Complete
HA Wide	A&E Fees	1430			1,000	1,000	1,000	Complete
HA Wide	Dwelling Structures – Cabinets	1460		30,710	24,120	24,120	24,120	Complete
HA Wide	Dwelling Structures – Storm Door and Installation	1460			5,090	5,090	5,090	Complete

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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350101 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2001
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 2)
 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				
3	1408 Management Improvements				
4	1410 Administration	1,000	100	100	100
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs	2,000	2,000	2,000	2,000
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	28,209	26,685	26,685	26,685
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures		2,424		
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				

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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350101 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2001
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 2)
 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	
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	31,209	31,209	31,209	
21	Amount of line 20 Related to LBP Activities				
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				

Attachment G

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: THE EMERSON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program #: NE26P07350101 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	Administration – Contract Administration	1410		1,000	100	100	100	Complete
HA Wide	A&E Fees	1430		2,000	2,000	2,000	2,000	Complete
HA Wide	Dwelling Structures – Install 20 Storm Doors	1460		1,680	1,360	1,360	1,360	Complete
HA Wide	Dwelling Structures – Bathroom Renovation	1460		26,685	25,325	25,325	25,325	Complete
HA Wide	Non-Dwelling Structures – Remodel Community Room	1470		-0-	2,424			

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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350102 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2002
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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				
3	1408 Management Improvements				
4	1410 Administration	1,000	500		
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs	2,000	2,000		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	28,209	-0-		
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures		27,211		
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				

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

PHA Name: THE EMERSON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program: NE26P07350102 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: FFY 2002
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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	
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	31,209	29,711		
21	Amount of line 20 Related to LBP Activities				
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				

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

PHA Name: THE EMERSON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program #: NE26P07350102 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2002			
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	Administration – Contract Administration	1410		1,000	500			
HA Wide	A&E Fees	1430		2,000	2,000			
HA Wide	Dwelling Structures – Purchase & Install 8 Storm Doors	1460		2,000				
HA Wide	Dwelling Structures – Remodel Units; Bathtubs & Showers	1460		20,000				
HA Wide	Dwelling Structures – Install vinyl tile flooring	1460		6,209				
HA Wide	Non-Dwelling Structures – Community Room Renovation	1470			27,211			

**ATTACHMENT I
EMERSON HOUSING AUTHORITY
DISCRETIONARY CHANGES TO POLICIES**

The following changes/updates have been made.

CRIME-TRACKING POLICY AND COOPERATION AGREEMENT

It is the Emerson Housing Authorities (hereafter referred to as EHA) responsibility to immediately report to the Police Department of the Village of Emerson all crimes occurring at the EHA. Information as to the nature of the crime, where it occurred, when it occurred and tenant(s) who can be contacted should also be included at the time of the report.

EHA management is responsible for maintaining a log of all crimes at the EHA known to have been reported to the Police Department of the Village of Emerson.

All residents of the EHA are encouraged to report any crime and all activity in the complex that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and non-residents, violent or drug-related criminal activity, alcohol abuse, etc. to the management. (Violent or drug-related criminal activity is defined as, but not limited to – use, possession, manufacture, selling of illegal drugs/substances; and any physical abusive situations towards spouse or children.) The management will attempt to get all information about a reported crime and if the tenant has not already reported the crime to the Police Department, the management will report said crime. All residents are encouraged to contact the Police Department if they have any concerns for their safety or possible criminal activity on or around the EHA.

If a crime at the EHA has been reported to the Police Department of the Village of Emerson by anyone except the management of the EHA, the EHA will request that the Police Department contact the management of the EHA to discuss the report.

CRIME-TRACKING POLICY AND COOPERATION AGREEMENT

The Emerson Housing Authority Management and the Emerson Police Department agree to keep each other informed in regards to all crimes reported to the Emerson Police Department or to the Management of the Emerson Housing Authority. This includes crimes committed by tenants or against tenants or to the property of the Emerson Housing Authority. A log of any crimes reported will be kept at the Emerson Housing Authority.

Signature – Executive Director

Date

Signature – Emerson Police Chief

Date

The following changes/updates have been made.

ONE STRIKE AND YOU'RE OUT POLICY

The Emerson Housing Authority (hereafter referred to as EHA) adopts this “One Strike and You’re Out Policy”.

A criminal background check will be done on all prospective tenants before they are admitted to EHA.

Any violent criminal activity is grounds for eviction from the EHA, described here, but not limited to – being subject to a lifetime registration requirement under a State sex offender registration program, all drug related activities – use, selling, possession, and manufacturing of illegal drugs, or alcohol abuse occurring on or off the premises of the EHA will be cause for eviction. The Grievance Procedure of the EHA does not apply to these evictions.

A tenancy can be terminated and the household evicted when the tenant, any member of the tenant’s household, or a guest engages in the prohibited criminal activity listed above. In addition the EHA may evict any person who the EHA determines is illegally using, possessing, selling or manufacturing a controlled substance.

Tenants are to assure that neither they or any household member or guest, or other person under their control, will engage in the prohibited drug-related or other criminal activities. Failure to abide by this policy is grounds for eviction. Any drug-related or criminal activity in violation of this policy will be treated as a “serious violation of the material terms of the dwelling lease of the EHA”. The EHA has a “Zero Tolerance” policy with respect to violations of lease terms regarding criminal activity. Alcohol abuse is also grounds for termination of tenancy under the “One Strike Policy” if the EHA determines that such abuse interferes with health, safety, or right to peaceful enjoyment of the premises by other tenants. Criminal activity is cause for eviction even in the absence of conviction or arrest.

A “Notice of Eviction” will precede any lease termination or eviction based on criminal activity, drug-related or otherwise.

ONE STRIKE AND YOU'RE OUT

In compliance with U.S. Public Housing Policy, I understand that if I use, deal or am in possession of illegal drugs I will be evicted. I also understand that if any of my guests use, deal or are in possession of illegal drugs I will also be evicted. This will include abuse of alcoholic beverages. I also understand that if I am required to register under a State sex offender registration program, I will be evicted. I understand that the grievance procedure does not apply to the above offenses.

I also understand that anyone with a record of any of the above will not be eligible for housing in this Housing Authority.

Emerson Housing Authority

Executive Director

I fully agree with the above policy.

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

The following changes/updates have been made.

Pet Registration Form

[] I have read and understand the pet ownership rules and agree to abide by them.

In case of an emergency or in case my pet is left unattended for over twenty-four (24) hours, the Housing Authority should attempt to contact by phone _____ at _____, who I am naming as an alternate custodian for my pet, before calling Animal Control to pick up my pet. I understand that care of my pet and compliance with the Pet Ownership Rules is the sole obligation of my household. I authorize the Housing Authority to remove or have the pet removed if I fail to fulfill my obligations as described in the Pet Ownership Policy.

Type of Pet:

Dog Cat 10 Gallon Fish Tank 1 Caged Bird

Name of Pet _____

Description of Pet (Color, size, weight, sex, etc.) _____

Resident's Signature _____ Date _____

To be completed by PHA

Damage Deposit: \$200.00 (dog, cat, fish tank) Date: _____

Date(s) of Rabies/Distemper Shots: _____

Date(s) of City License: _____

Housing Representative's Signature _____

Date _____

The following changes/updates have been made.

Pet Ownership Policy

The following rules shall at all times govern common household pets harbored in and upon the property of the Housing Authority of the Village of Emerson, Nebraska.

1. A common household pet has been defined to include: a dog, a cat, a bird in a cage, or fish in a tank. The maximum size of an adult dog SHALL NOT exceed 20 pound (the size that can be conveniently held on the lap). These definitions do not include any wild animals, (i.e. squirrels, birds, fish,) reptiles, or rodents.
2. All common household pets shall be registered with the Emerson Housing Authority before they are brought onto Authority Property. Two copies of a photograph of your pet must be given to the Housing Authority when your pet is registered.
3. Each household is limited to one (1) pet per unit. NOTE: This included visiting pets, so if the family already has a pet, no visiting pets will be allowed. A family may choose to have one (1) dog; one (1) cat; one (1) caged bird, or an aquarium not to exceed 10-gallon capacity. All dogs and cats must be neutered and cats must be declawed on all four (4) paws. All visiting pets must meet the size and type criteria outlined in this policy.
4. The owner of a dog or cat or aquarium registering that pet, shall pay a pet security deposit of \$200.00. Said deposit shall be in addition to the usual security deposit required, and shall be accounted for in the same manner as other security deposits. The deposit will be refunded at move out if there is no pet damage done to the dwelling unit.
5. Pet owners shall license their dog or cat yearly with the Village of Emerson. The pet owner must show the Authority written documents to verify that all State and local animal codes have been complied with and that proper licenses and inoculations have been obtained.
6. The pet owner shall house the pet inside the pet owner's dwelling unit at all times. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. (***The owner of a bird shall confine the bird to a cage at all times.***) The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owners unit and surrounding areas.
7. It shall not be permitted, at any time, for any person to place upon or attach to the exterior of any Housing Authority property any item that will accommodate, protect or secure any pet.

8. No pet, at any time shall be permitted to run loose. Run loose shall be defined as: not being attached to a device which is held by or attached to the pet owner, or the owners designated responsible person, by which that person can fully control the pet's actions.
9. The owner of a dog shall feed the animal at least once per day; and take the animal outside at least twice per day. It shall be the responsibility and duty of the owner of a pet, to IMMEDIATELY clean-up all fecal droppings of their pet, and dispose of same by sealing in a plastic bag and putting in the dumpster. The owner of a dog shall take the animal to a veterinarian at least once per year.
10. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least twice a week; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by sealing them in a plastic bag, and depositing them in a dumpster outside the building where the pet owner lives
11. Any damage, at any time, caused by any pet, shall be IMMEDIATELY reported to the Authority Office. The Authority shall repair such damage, the cost of such repair will be charged to the account of the tenant/pet owner and collection of the amount made in accordance to the terms of the Dwelling Lease.
12. All residents are prohibited from feeding, housing or caring for stray animals.
13. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from Authority premises.
14. The Authority, or the Authority Staff SHALL NOT at any time assume the duty or the responsibility for the care of or protection of a tenant owned pet. When the owner is absent, arrangements for care of the pet must be made and reported to the Housing Authority. The Housing Authority shall have the right to dispose of abandoned pets.
15. No pet owner shall permit his/her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other resident. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, whining, biting, scratching, chirping, jumping up on and other activities of a disturbing nature.
16. ***No pet owner shall keep a vicious or intimidating pet on the premises. If the pet owner declines, delays or refuses to remove the pet from the premises after one written or documented verbal request, the Authority shall do so in order to safeguard the health and welfare of the PHA staff and other residents.***

17. If it is determined that a pet is a nuisance, or is being abused, the owner of the pet shall be notified in writing of such determination and the reason(s) thereof. Upon such notice, the owner of the pet shall IMMEDIATELY AND PERMANENTLY remove said pet from Authority property. Failure of the pet owner to comply with the removal notice shall entitle the Authority to have such removal to be made by Law Enforcement Officials, at cost to the pet owner.
18. At any time rules number 7, 8, 9,10, 15, or 16 of this document appear to have been seriously breached, that breach shall be sufficient reason to determine a pet to be a nuisance.
19. All complaints or disputes concerning pets in Emerson Housing shall be settled under the terms of the posted Tenant Grievance procedures.
20. The Housing Authority of the Village of Emerson will not be responsible or liable for any injuries to other tenants of Emerson Housing, visitors, or other persons, caused by owner's pet. Neither will the Housing Authority be liable for any damage caused to the property of any other tenant, visitor or other person caused by owner's pet.
21. If a resident, including a pet owner, breaches any of the rules set forth above, the Authority may revoke the pet permit and/or evict the resident pet owner.
22. *No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.*
23. THESE RULES DO NOT APPLY TO ANIMALS THAT ASSIST THE HANDICAPPED.

The following changes/updates have been made.

**EMERSON HOUSING AUTHORITY
PUBLIC HOUSING LEASE
EFFECTIVE DATE: MAY 14, 2002**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Emerson Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at 207 E 5th Street, Emerson, NE 68733-3608,
Apartment # _____.

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:

Name Security Number	Date of Birth	Social
_____	_____	

_____	_____	

_____	_____	

_____	_____	

_____	_____	

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 on _____. 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 \$_____.

(Check one)

_____ 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.

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 formula-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 Emerson 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 Resident fails to make the rent payment by the fifth day of the month, a notice to vacate will be issued to the Resident. If the fifth day of the month falls on a weekend, rent will be due by the end of the day the first Monday after the 5th. A \$5 late charge will be assessed to cover the added costs of a rent payment received after the above stated due date. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$10 returned check fee will be charged.

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. In addition a \$5.00 fee will be assessed for each Key distributed to the tenant (Number of key's distributed _____/\$5 each \$ _____).

With the approval of the Landlord, the Security Deposit may be made in three payments –one third in advance, one third with their second rent payment, and one third with their third 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 and Key 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 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;
- e. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- f. 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;
- g. 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.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident

must have the proper business licenses.

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 Emerson 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:

	LANDLORD PAID	TENANT PAID
Heat	X	
Electricity	X	
Hot Water	X	
Sewer	X	
Water	X	
Trash Removal	X	
Other	None	

EXCESS UTILITY: In addition to monthly rent, the Tenant shall pay for excess utility consumption as follows:

ITEM	AMOUNT TENANT PAYS TO THE LANDLORD IN ADDITION TO RENT		
Excess Electricity 1 BR Unit	\$0.06	Per	Kwh over 330 for 3 month period
Excess Electricity 2BR Unit	\$0.06	Per	Kwh over 390 for 3 month period
Excess Electricity 3BR Unit	\$0.06	Per	Kwh over 480 for 3 month period

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges can be seen at 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, 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 formula 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.
- c. Family income has increased.
- d. Allowable deductions from income have decreased.

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.

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;
- 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;

- e. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- f. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- g. 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 Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, 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, including elevators, 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 in an elderly dwelling unit;
 - 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. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;

- n. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - o. failure to perform required community service or be exempted therefrom;
 - p. failure to allow inspection of the dwelling unit;
 - q. 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;
 - r. determination or discovery that a resident is a registered sex offender; or
 - s. 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 30 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:** The Emerson Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an Emerson Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Emerson Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the estimated value of the property is more than \$100.00, the Emerson Housing Authority will mail a notice of the sale or disposition to the resident and then wait forty five (45) days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Emerson Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Emerson Housing Authority will mail it to the family. If the family's address is not known, the Emerson Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Emerson Housing Authority.

Within fourteen (14) days of learning of an abandonment, the Emerson 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 Certified Mail, return receipt requested, 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 Emerson 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:

Signatures:

RESIDENT: 1) _____ Date _____
2) _____ Date _____
3) _____ Date _____
4) _____ Date _____

LANDLORD: _____ Date _____

NOTIFICATION OF AMMENDMENT TO LEASE

April 15, 2002

The Lease and Rules and Regulations are hereby amended to include the owning of pets as stated in the "Pet Ownership Policy" attached to this notification.

The Tenant hereby agrees to comply with all of the rules in the attached "Pet Ownership Policy".

No one will be allowed to have more than one (1) dog, one (1) cat, one (1) 10 gallon fish tank with fish, and one (1) caged bird. All rules set forth in the "Pet Ownership Policy" must be obeyed – no pet is to be brought onto the Emerson Housing Authority property without first being registered in the office and paying the pet deposit of \$200.00.

Violations of the attached Rules and Regulations will constitute grounds for removal of pets and/or eviction of the tenant.

THIS NOTIFICATION OF AMENDMENT is presented to you, and each of you, in accordance with the terms and conditions of the above referred documents. Same are incorporated therein by reference and made a part of thereof of the Dwelling Lease. All other covenants, terms and conditions of the lease shall remain the same.

VILLAGE
(Tenant)

HOUSING AUTHORITY OF THE
OF EMERSON, NEBRASKA

(Date)

BY
(Executive Director)

The following changes/updates have been made.

AMMENDMENT TO THE JUNE 1996 ADMISSIONS AND CONTINUED
OCCUPANCY POLICY

Amendment to Part II Eligibility For Admission:

B. Suitability. (Found on Pages 2. Add the following at the end of the numbered list near the middle of the page.)

6. Refrain from using, selling, manufacturing or possessing illegal drugs and/or abuse of alcohol.

7. Do not allow illegal drugs to be used, sold or in possession of a guest and/or allow a guest to abuse alcohol while on the Emerson Housing Authority premises.

Any of the above is grounds for eviction. All criminal activity will be ineligible for the Grievance Procedure.

F. Eligibility. (Add to the bottom of Page 3 after – E. Verification of Eligibility.)

1. Anyone who has a history of using, selling, or possessing illegal drugs and/or a history of abusing alcohol will be denied admission, or immediately and permanently be terminated from the lease of the Emerson Housing Authority.
2. Any individual convicted of manufacturing or producing Methamphetamine shall be permanently denied admission, or immediately and permanently be terminated from the lease of the Emerson Housing Authority.
3. Any individual shall be permanently denied admission to the Emerson Housing Authority or immediately and permanently be terminated from the lease who is subject to a lifetime registration requirement under a State sex offender registration program.

Amendment to Part III Application Procedures: (Found on Page 4. Change A. to read as follows.)

- A. Written Application. If there are no apartments available at the time a person requests an application, the HA will require said person interested in renting a unit to complete a short written application signed by the head of household. This applicant will be placed on the waiting list according to the size of apartment qualified for. If an apartment is available in the size being applied for, a long written application will be used. When an apartment becomes available, those on the waiting list will be sent a notice of availability. Once the HA is notified the applicant is still interested in renting an apartment, a long application will be mailed to the applicant to fill out. An appointment will be set up with the applicant for a personal interview. The HA will accept applications from 8:30 a.m. to Noon on Monday, Tuesday & Thursday at the HA office at 207 E 5th Street, Emerson, NE. The HA will accept short written applications in person or by mail.

Amendment to Part XI Lease Terminations (Found on Page 18.)

- B. HA Termination. (Add this to the end of 2. c. – about half way down the page)
c. ...use, selling, possession, manufacture by tenant or guest of any illegal drugs and/or alcohol abuse.

- E. Grievances. (Add the information inside [] to the bottom of E. on page 19.)
The HA will process... [The Grievance procedure will not be available to anyone who uses,
sells, manufactures or is in possession of illegal drugs and/or allows a guest to use, sell or have possession of illegal drugs, including the abuse of alcohol, or to any individual subject to a lifetime registration requirement under a State sex offender registration program.]