

# PHA Plans

## Streamlined 5-Year/Annual Version

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

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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# Streamlined 5-Year Plan for Fiscal Years 2006 - 2010

## Streamlined Annual Plan for Fiscal Year 2006

**NOTE:** This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

## Streamlined Five-Year PHA Plan

## Agency Identification

**PHA Name:** Housing Authority of Billings

**PHA Number:** MT001

**PHA Fiscal Year Beginning:** (mm/yyyy) 07/2006

**PHA Programs Administered:**

**Public Housing and Section 8**

**Section 8 Only**

**Public Housing Only**

Number of public housing units:

Number of S8 units:

Number of public housing units:

Number of S8 units:

**PHA Consortia: (check box if submitting a joint PHA Plan and complete table)**

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

**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
- PHA local offices

**Display Locations For PHA Plans and Supporting Documents**

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

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the 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)

# Streamlined Five-Year PHA Plan

## PHA FISCAL YEARS 2006 - 2010

[24 CFR Part 903.12]

### **A. Mission**

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here) – The Housing Authority of Billings helps families and individuals with low incomes to achieve greater stability and self-reliance by providing safe, affordable, quality housing and links to the community.

### **B. Goals**

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAs ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAs scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

#### **HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

- PHA Goal: Expand the supply of assisted housing  
Objectives:
- Apply for additional rental vouchers:
  - Reduce public housing vacancies:
  - Leverage private or other public funds to create additional housing opportunities:
  - Acquire or build units or developments
  - Other (list below)
- PHA Goal: Improve the quality of assisted housing  
Objectives:
- Improve public housing management: (PHAS score) 95%
  - Improve voucher management: (SEMAP score) 100%
  - Increase customer satisfaction:
  - Concentrate on efforts to improve specific management functions:  
(list; e.g., public housing finance; voucher unit inspections)
  - Renovate or modernize public housing units:
  - Demolish or dispose of obsolete public housing:
  - Provide replacement public housing:
  - Provide replacement vouchers:

- Other: (list below)
  - Review and update Section 8 Administrative Plans in its entirety, Admissions & Occupancy Policy, and Procedures Manual
  - Update original Procedures Manual for occupancy staff
  - Convert to Project-based Accounting Asset Management or dispose of 25 single-family homes to become a small PHA
  - Implement Public Housing eligibility briefings

PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists:
- Convert public housing to vouchers:
- Other: (list below)
  - Monitor voucher payment standards to stay within HUD budgets

**HUD Strategic Goal: Improve community quality of life and economic vitality**

PHA Goal: Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below)

**HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or

- families with disabilities.
- Other: (list below)
  - Determine whether to turn Family Investment Center into an accessible unit.

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
  - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
  - Other: (list below)
    - Determine need for additional accessible units in community
    - Review Affirmative Action policies and update
    - Provide staff representation to local Community Housing Resource Board
    - Continue to train staff in Fair Housing

**Other PHA Goals and Objectives: (list below)**

- Have staff proficient in current HUD environment/hire consultants when necessary
- Provide staff with the technology and training necessary to perform their jobs
- Send staff to trainings to stay abreast of changes and learn how to implement them
- Provide leadership training for management staff
- The PHA has determined that the project groupings to be submitted by April 21, 2006 will be two projects. Project one will be 244 scattered site and small development projects and project two will be the Mt 1-7 Phyllis Circle (30 unit) Elderly project. This plan was devised as there are no family projects large enough to stand alone or no geographical area that would could be reasonably divided, and be cost efficient.
- The PHA will also be developing a Project-based voucher policy in 2006.
- In 2006 the PHA will be moving toward asset management and project-based accounting /management as HUD provides guidance and training.

# Streamlined Annual PHA Plan

## PHA Fiscal Year 2006

[24 CFR Part 903.12(b)]

### Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

#### **A. ANNUAL STREAMLINED PHA PLAN COMPONENTS**

- 1. Housing Needs – **mt001a06.doc**
- 2. Financial Resources
- 3. Policies on Eligibility, Selection and Admissions **mt001j06.doc**
- 4. Rent Determination Policies – S8 Voucher Payment Standards **mt001l06.doc**
- 5. Capital Improvements Needs
- 6. Demolition and Disposition
- 7. Homeownership
- 8. Civil Rights Certifications (included with PHA Certifications of Compliance)
- 9. Additional Information
  - a. PHA Progress on Meeting 5-Year Mission and Goals
  - b. Criteria for Substantial Deviations and Significant Amendments
  - c. Other Information Requested by HUD
    - i. Resident Advisory Board Membership and Consultation Process – **mt001b06.doc**
    - ii. Resident Membership on the PHA Governing Board
    - iii. PHA Statement of Consistency with Consolidated Plan
    - iv. Organizational Chart – **mt001g06.doc**
    - v. Public Hearing – **mt001h06.doc**
    - vi. Public Housing Lease – **mt001i06.doc**
    - vii. Section 8 – Treatment of Landlords **mt001k06.doc**
- 10. Project-Based Voucher Program
- 11. Supporting Documents Available for Review
- 12. FY 2006 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report – **mt001c06.doc**
- 13. Capital Fund Program 5-Year Action Plan – **mt001d06.doc**
- 14. Other (List below, providing name for each item)
  - FY 2004** Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report – **mt001e06.doc**
  - FY 2005** Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report – **mt001f06.doc**

**B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE**

**Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;**

**Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.**

For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:

**Form HUD-50070, Certification for a Drug-Free Workplace;**

**Form HUD-50071, Certification of Payments to Influence Federal Transactions;**

**Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.**

**Executive Summary (optional)**

[903.7(r)]. The Housing Authority of Billings will be moving toward asset management and project based accounting/management in the 2006 year.

**1. Statement of Housing Needs** [24 CFR Part 903.12 (b), 903.7(a)]

**A. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists**

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the PHA’s Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1092		
Extremely low income <=30% AMI	889	81.41%	
Very low income (>30% but <=50% AMI)	177	16.21%	
Low income (>50% but <80% AMI)	26	2.38%	
Families with children	408	37.26%	
Elderly families	104	9.52%	
Families with Disabilities	287	26.28%	
Race/ethnicity – White	813	74.45%	
Race/ethnicity – Black	17	1.56%	
Race/ethnicity – American Indian	241	22.07%	

<b>Housing Needs of Families on the PHA's Waiting Lists</b>			
Race/ethnicity – Asian	7	.64%	
Race/ethnicity – Multi-racial	13	1.19%	
Race/ethnicity – Hispanic	74	6.78%	
Race/ethnicity – Non-Hispanic	1018	93.22%	
<b>Characteristics by Bedroom Size (Public Housing Only)</b>			
1BR	643	58.9%	
2 BR	307	28.2%	
3 BR	98	8.9%	
4 BR	44	4.0%	
5 BR	0	0	
5+ BR	0	0	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			
<b>Housing Needs of Families on the Section 8's Waiting Lists</b>			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1627		
Extremely low income <=30% AMI	1316	80.89%	
Very low income (>30% but <=50% AMI)	265	16.29	
Low income (>50% but <80% AMI)	45	2.77%	
Families with children	923	56.73%	
Elderly families	88	5.41%	
Families with Disabilities	406	24.95%	
Race/ethnicity – White	1145	70.37	
Race/ethnicity – Black	24	1.48	
Race/ethnicity – American Indian	428	26.31	
Race/ethnicity – Asian	14	.86	
Race/ethnicity – Multi-racial	15	.92	
Race/ethnicity – Hispanic	115	7.07	
Race/ethnicity – Non-Hispanic	1512	92.93	
<b>Characteristics by Bedroom</b>			

Housing Needs of Families on the PHA's Waiting Lists			
Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

## B. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families on the PHA's public housing and Section 8 waiting lists **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

**Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:**

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)
  - Assist and advise others when they are planning to apply for or bring affordable housing to Billings when appropriate

**Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

- Apply for additional Section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance
- Other: (list below)
  - What may be available and pertinent at the time

**Need: Specific Family Types: Families at or below 30% of median**

**Strategy 1: Target available assistance to families at or below 30 % of AMI**

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

**Need: Specific Family Types: Families at or below 50% of median**

**Strategy 1: Target available assistance to families at or below 50% of AMI**

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)
  - PHA will review status of income to determine whether to use working preference for wait list

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

**Need: Specific Family Types: Races or ethnicities with disproportionate housing needs**

**Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:**

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

**Other Housing Needs & Strategies: (list needs and strategies below)**

**(2) Reasons for Selecting Strategies**

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government

- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)
  - Staff input and local committees that staff attend and other resources received from these groups

## **2. Statement of Financial Resources**

[24 CFR Part 903.12 (b), 903.7 (c)]

List on the following table the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 20__ grants)</b>		
a) Public Housing Operating Fund	570,000 est	
b) Public Housing Capital Fund	468,000 est	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,350,000 est	
f) Resident Opportunity and Self-Sufficiency Grants		
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)	175,000 est	Contract with State for Section 8 Administration
	72,000 242,156 est + 357,193 est	Shelter Plus Care Section 8 New Construction + dwelling rent
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
<b>3. Public Housing Dwelling Rental Income</b>		
	430,000 est	Budget
<b>4. Other income (list below)</b>		
	215,000 est	Budget
<b>4. Non-federal sources (list below)</b>		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Total resources	4,879,349 est	

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.12 (b), 903.7 (b)]

#### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

##### **(1) Eligibility**

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)  
 When families are within a certain time of being offered a unit: (state time)  
 Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity  
 Rental history  
 Housekeeping  
 Other (describe)
- Landlord references/professional

c.  Yes  No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d.  Yes  No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e.  Yes  No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

##### **(2) Waiting List Organization**

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list  
 Sub-jurisdictional lists  
 Site-based waiting lists  
 Other (describe)
- Will examine the need for site-based wait list and put into effect if necessary for asset management needs

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)

c. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to d.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply at one time? \_\_\_

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? \_\_\_

4.  Yes  No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

d. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection (3) **Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2.  Yes  No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
  - All PHA development management offices
  - Management offices at developments with site-based waiting lists
  - At the development to which they would like to apply
  - Other (list below)

**(3) Assignment**

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- One – grouping of available unit(s) at the time. First eligible client on waiting list has first pick of unit and so on.
  - Two
  - Three or More
- b.  Yes  No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

**(4) Admissions Preferences**

- a. Income targeting:
- Yes  No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:  
In what circumstances will transfers take precedence over new admissions? (list below)
- Emergencies
  - Over-housed
  - Under-housed
  - Medical justification
  - Administrative reasons determined by the PHA (e.g., to permit modernization work)
  - Resident choice: (state circumstances below)

Other: (list below)

c. Preferences

1.  Yes  No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**) – The PHA may institute working preferences because of decrease in income

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
  - After research, the PHA may select working families and those unable to work because of age or disability

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing

- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)
  - a. The Admissions and Occupancy Policy is available in the front lobby
  - b.

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

**(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 on the following table:

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)]

## B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

**Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

### (1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation  
 Criminal and drug-related activity, more extensively than required by law or regulation  
 More general screening than criminal and drug-related activity (list factors):  
 Other (list below)

b.  Yes  No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c.  Yes  No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d.  Yes  No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity  
 Other (describe below)

### (2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None  
 Federal public housing  
 Federal moderate rehabilitation  
 Federal project-based certificate program  
 Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance?  
(select all that apply)

- PHA main administrative office  
 Other (list below)

### **(3) Search Time**

a.  Yes  No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

- When there are mitigating circumstances, and
- The client can show that they have been searching, and
- There is a likelihood that they will successfully lease up

### **(4) Admissions Preferences**

a. Income targeting

Yes  No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1.  Yes  No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)  
 Victims of domestic violence  
 Substandard housing  
 Homelessness  
 High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability  
 Veterans and veterans' families  
 Residents who live and/or work in your jurisdiction  
 Those enrolled currently in educational, training, or upward mobility programs  
 Households that contribute to meeting income goals (broad range of incomes)  
 Households that contribute to meeting income requirements (targeting)  
 Those previously enrolled in educational, training, or upward mobility programs

- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

- Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Special Purpose Section 8 Assistance Programs**

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

**4. PHA Rent Determination Policies**

[24 CFR Part 903.12(b), 903.7(d)]

**A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

**(1) Income Based Rent Policies**

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one of the following two)

- The PHA will not employ any discretionary rent-setting policies for income-based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))
- The PHA employs discretionary policies for determining income-based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

2.  Yes  No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% of adjusted income

1.  Yes  No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that

apply)

- Market comparability study
- Fair market rents (FMR)
- 95<sup>th</sup> percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The “rental value” of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) \_\_\_\_\_
- Other (list below)

g.  Yes  No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

## **(2) Flat Rents**

a. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

## **B. Section 8 Tenant-Based Assistance**

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

### **(1) Payment Standards**

Describe the voucher payment standards and policies.

a. What is the PHA’s payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

## **(2) Minimum Rent**

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

b.  Yes  No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

## **5. Capital Improvement Needs**

[24 CFR Part 903.12(b), 903.7 (g)]

Exemptions from Component 5: Section 8 only PHAs are not required to complete this component and may skip to Component 6.

## A. Capital Fund Activities

Exemptions from sub-component 5A: PHAs that will not participate in the Capital Fund Program may skip to component 5B. All other PHAs must complete 5A as instructed.

### (1) Capital Fund Program

- a.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 12 and 13 of this template (Capital Fund Program tables). If no, skip to B.
- b.  Yes  No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

## B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 5B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

### (1) Hope VI Revitalization

- a.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)
- b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)  
Development name:  
Development (project) number:  
Status of grant: (select the statement that best describes the current status)  
 Revitalization Plan under development  
 Revitalization Plan submitted, pending approval  
 Revitalization Plan approved  
 Activities pursuant to an approved Revitalization Plan underway
- c.  Yes  No: Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year? If yes, list development name/s below:

- d.  Yes  No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
- e.  Yes  No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

## **6. Demolition and Disposition**

[24 CFR Part 903.12(b), 903.7 (h)]

Applicability of component 6: Section 8 only PHAs are not required to complete this section.

- a.  Yes  No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 or 24 (Hope VI) of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) or Section 202/Section 33 (Mandatory Conversion) in the plan Fiscal Year? (If “No”, skip to component 7; if “yes”, complete one activity description for each development on the following chart.)

<b>Demolition/Disposition Activity Description</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. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

## **7. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**

[24 CFR Part 903.12(b), 903.7(k)(1)(i)]

- (1)  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 the next component; if “yes”, complete each program description below (copy and complete questions for each

program identified.)

## (2) Program Description

### a. Size of Program

Yes  No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year? 5

### b. PHA established eligibility criteria

Yes  No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

- Must be in good standing for one year. Preference for the elderly, disabled and FSS participants

### c. What actions will the PHA undertake to implement the program this year (list)?

- Continue current plan

## (3) 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 down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price 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.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).
- Demonstrating that it has other relevant experience (list experience below).

## **8. Civil Rights Certifications**

[24 CFR Part 903.12 (b), 903.7 (o)]

Civil rights certifications are included in the *PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*, which is submitted to the Field Office in hard copy—see Table of Contents.

## **9. Additional Information**

## **A. PHA Progress in Meeting the Mission and Goals Described in the 5-Year Plan**

*(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2006 - 2010)*

### **PHA Goal: Expand the supply of assisted housing.**

The PHA applied for and received three separate allocations of Section 8 tenant based assistance. One welfare to work reallocation and two Fair Share allocations bringing the total base line units to 503.

The PHA also applied for and received a five year grant for 15 shelter-plus-care units, the PHA has been able to increase the number served to 27 units.

The Housing Authority was able to build 8 HOME units using multiple sources of revenues instead of the 12-60 anticipated in 2000. The PHA has purchased two lots for future development.

### **PHA Goal: Improve the quality of assisted housing.**

The PHA has been a high performer in both the PHAAS and the SEMAP areas for the past five years with a 100% scope in SEMAP and 98% in PHAS. This last year we did not receive a High Performer in SEMAP because of a day after submission which we felt was unjust.

The Resident survey score is higher than what we started in a 9 out of a possible 10.

The Housing Authority converted to GAP accounting and increased its financial management score from a 9 to a 10. The PHA spent some reserves on the HOME program units. Voucher unit inspections were done before the annual year date.

The Capital Fund dollars have been spent in a cost efficient and effective manner, the priority being energy efficiency and creating as maintenance free exteriors as possible. These funds have always been obligated and expended well before the HUD deadlines.

### **PHA Goal: Increase assisted housing choices**

The PHA does group mobility counseling in the initial client briefings and one on one if needed in their issuances.

The Housing Authority does bi-annual outreach to landlords in the newspaper. Attends a local property management group monthly and does talks periodically at the two organized landlord groups.

The PHA adjusts annually the payment standards to assisted clients in accessing affordable housing.

The PHA wrote the Homeownership policy in 2003 and started implementing the program in 2004. Last year we had four HAB and two DOC voucher holders become homeowners. The \$5,000 down payment assistance was given to the HAB homeowners. The FSS program had a 42% graduate homeownership rate.

### **PHA Goal: Improve community quality of life and economic vitality**

Maintain a wait list that is first come first served with no preferences other than the federally mandated 40%, allowing for higher income to be served up to 80% if they apply.

The PHA continued the PHDEP program until the money ran out and we have since been paying for an officer out of our operating subsidy which is becoming more difficult to do with an 89% subsidy payment for 2005. The PHA has also proceeded with various security measures where needed such as deadbolts, lighting etc..

### **PHA Goal: Promote self-sufficiency and asst development of assisted households.**

The PHA has continued it's FSS program and had various sessions put on that provide for educational and economic counseling. The PHA also does a lot of in house one on one work with good credit counseling and homeownership counseling.

The PHA has continued to do outreach to local agencies and services that may help our clients in becoming self-sufficient. There are monthly meeting with the FSS panel to assist clients in becoming self-sufficient.

We do outreach and interface to groups to assist our elderly and disabled with their specifics needs as they relate to our functions. Groups are invited to our staff meetings to do presentations for our staff to learn what is available to them.

### **PHA Goal: Ensure equal opportunity in housing for all Americans.**

The PHA will update and do outreach to groups that will further Fair Housing activities.

The PHA provides many reasonable accommodations to clients annually to assist them in their daily living environments.

The PHA changed it's transfer policies to include interprogram transfers to assist clients to find the best accessible housing in the community for their needs.

**PHA Goal: Employee training and education.**

The PHA has provided training for management skills via NAHRO, Facilities training via NAHRO, Finance training via Nan McKay and Occupancy trainings via NAHRO while adhering to affirmative action policies. The PHA keeps staff informed of all HUD regulation changes via notifications and staff training meetings.

**B. Criteria for Substantial Deviations 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 – When the PHA comes up with a line item need that is totally different, then the other line items addressed in the 5-year plan, other than Management improvements. These may be deviated from as long as it is under \$50,000.

b. Significant Amendment or Modification to the Annual Plan – A significant amendment will be more than \$50,000 for a line item not previously addressed in the plan.

**C. Other Information**

[24 CFR Part 903.13, 903.15]

**(1) Resident Advisory Board Recommendations**

a.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

If yes, provide the comments below: **mt001c06.doc**

b. In what manner did the PHA address those comments? (select all that apply)

Considered comments, but determined that no changes to the PHA Plan were necessary.

The PHA changed portions of the PHA Plan in response to comments  
List changes below:

Other: (list below)

**(2) Resident Membership on PHA Governing Board**

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member are found at 24 CFR Part 964, Subpart E.

a. Does the PHA governing board include at least one member who is directly assisted by

the PHA this year?

Yes  No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board: Erica Limberhand

Method of Selection:

Appointment

**The term of appointment is (include the date term expires): 12/31/07**

Election by Residents (if checked, complete next section--Description of Resident Election Process)

**Description of Resident Election Process**

Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

b. 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):

Date of next term expiration of a governing board member:

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

**(3) PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

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

**Consolidated Plan jurisdiction: (provide name here)**

a. 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 on its waiting list 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 the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

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

**(4) (Reserved)**

Use this section to provide any additional information requested by HUD.

**10. Project-Based Voucher Program**

a.  Yes  No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If yes, answer the following questions.

b.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option?

If yes, check which circumstances apply:

- Low utilization rate for vouchers due to lack of suitable rental units
- Access to neighborhoods outside of high poverty areas

Other (describe below:) To ensure that at least some of the multifamily units that are being built or rehabilitated in the community may be for the population that the housing Authority is serving, the very low income and below. It is unsure if a policy will be adopted how many may be served if adopted.

c. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts): If a policy is written and adopted it is uncertain how many units and in what census tracts they will be in , further study is needed before those decisions are made.

## 11. List of Supporting Documents Available for Review for Streamlined Five-Year/ Annual PHA Plans

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 - Submitted	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.</i>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
X - Submitted	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
X - Office	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 - Submitted Office	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 for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X – Office	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X – Office	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants 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
X - Submitted Office	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X – Submitted Office	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 - Submitted Office	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

<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 - Submitted Office	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X – Office	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 – Office	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X – Office	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X - Submitted Office	Any 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
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management
X – Submitted Office	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
X – Submitted Office	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
x – Submitted Office	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	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
X - Office	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 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
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
X – Submitted Office	Policies governing any Section 8 Homeownership program (Section X of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X –	Public Housing Community Service Policy/Programs	Annual Plan: Community

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
Submitted Office	<input checked="" type="checkbox"/> Check here if included in Public Housing A&O Policy	Service & Self-Sufficiency
X - Office	Cooperative 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
X - Office	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X - Office	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X Submitted Office	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.	Pet Policy
X - Office	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

**12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name: Housing Authority of Billings</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>MT06P00150106</b> Replacement Housing Factor Grant No:			<b>Federal FY of Grant: 2006</b>
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>	
		<b>Original</b>	<b>Revised</b>	<b>Obligated</b>	<b>Expended</b>
1	Total non-CFP Funds				
2	1406 Operations	25000			
3	1408 Management Improvements	20000			
4	1410 Administration	46895			
5	1411 Audit	6914			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10000			
8	1440 Site Acquisition				
9	1450 Site Improvement	15000			
10	1460 Dwelling Structures	345141			
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				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	468950			
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	94100			

**12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: <b>Housing Authority of Billings</b>		Grant Type and Number Capital Fund Program Grant No: <b>MT06P0015106</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2006</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	
MT06P0015106-All	Operations	1406	25000					
-All	Administration	1410	46895					
-All	Audit	1411	6914					
-All	Management Improvements	1408	20000					
-All	A & E Services	1430	10000					
-7	Roof	1460	85247					
-6, -7, Torch	Windows	1460	89100					
-4, -8	Flooring	1460	92250					
-7	Laundry Rooms	1460	33544					
-2	Metal Roof	1460	10000					
-2	Security Lights	1450	2500					
-7	Picnic Tables & Bike Racks	1450	2500					
-8	Parking Lot Drain	1450	3000					
Hilltop	Cabinets	1460	7500					
Ave E, Manhattan	Fence	1450	7000					
-2, -4	Security Screens	1460	12500					
-4	Interior Doors & Trim	1460	10000					
-3, -7	Lighting	1460	5000					

### **13. Capital Fund Program Five-Year Action Plan**

<b>Annual Statement/Performance and Evaluation Report</b>							
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b>							
<b>Part III: Implementation Schedule</b>							
PHA Name: <b>Housing Authority of Billings</b>			Grant Type and Number Capital Fund Program No: <b>MT06P00150106</b> Replacement Housing Factor No:			Federal FY of Grant: <b>2006</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
MT06P00150105 –All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-7	7-31-08			7-31-10			
-6, -7, Torch	7-31-08			7-31-10			
-4, -8	7-31-08			7-31-10			
-7	7-31-08			7-31-10			
-2	7-31-08			7-31-10			
-2	7-31-08			7-31-10			
-7	7-31-08			7-31-10			
-8	7-31-08			7-31-10			
Hilltop	7-31-08			7-31-10			
Ave E, Manhattan	7-31-08			7-31-10			
-2, -4	7-31-08			7-31-10			
-4	7-31-08			7-31-10			
-3, -7	7-31-08			7-31-10			

### **13. Capital Fund Program Five-Year Action Plan**

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name <b>Housing Authority of Billings</b>				<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2007 PHA FY: 2008	Work Statement for Year 3 FFY Grant: 2008 PHA FY: 2009	Work Statement for Year 4 FFY Grant: 2009 PHA FY: 2010	Work Statement for Year 5 FFY Grant: 2010 PHA FY: 2011
	Annual Statement				
Operations		57000	54086	59000	60000
Administration		45449	46991	46983	46895
Audit		6914	6914	6914	6914
A & E		10000		22688	20000
Site Improvement		23000	57800	44950	192200
Dwelling Structures		322661	287750	197011	145441
Dwelling Equipment			8000	64200	
Non-Dwelling Equipment				20000	
Management Improvements					
CFP Funds Listed for 5-year planning		465024	461541	461746	471450
Replacement Housing Factor Funds					

### 13. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year : 2 FFY Grant: 2007 PHA FY: 2008			Activities for Year: 3 FFY Grant: 2008 PHA FY: 2009		
	<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>
<b>See</b>	MT06P00150106			MT06P00150106		
<b>Annual</b>	-All	Operations	57000	-All	Operations	54086
<b>Statement</b>	-All	Administration	45449	-All	Administration	46991
	-All	Audit	6914	-All	Audit	6914
	-All	A & E Services	10000			
	Acorn, Manhattan, 561 Coliseum	Cabinets & Tops	24619	-13, -15, -19	Accordion Doors	40000
	-13, -15, -19, -22	Flooring	5000	-13, -15, -19, -22	Furnace Replacement	8000
	-2	Flooring	125650	West Wicks, 3314 Windmill, 2425 Cook, Caravan, 1025 Nutter	Cabinets & Tops	29500
	-3, -4, -6, Patricia	Garage Doors & Windows	7000	-3, -5	Deadbolt for Storages	3000
	-7	Flooring	14750	-3, -5	Flooring	179000
	-4, -6	Cabinets	95000	Windmill, 4435 Clevenger	Deck Replacement	20000
	-3	Exterior Doors	30642	Ave E, Bunting, 1025 Nutter	Fence Replacement	6000
	Yellowstone	Sprinkler System	23000	-All	Concrete Work	40000
	-7	Hallways	20000	-3, -4, -6, Patricia	Garage Doors	2750
				-2	Windows	3000
				-5	Privacy Fence	11800
				Ave E, 2425 Cook	Drop Ceilings	3000
				-7	Dielectric Unions	3500
				-7	Boiler Replacements	4000
<b>Total CFP Estimated Cost</b>			<b>465024</b>			<b>461541</b>

### 13. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year: 4 FFY Grant: 2009 PHA FY: 2010			Activities for Year: 5 FFY Grant: 2010 PHA FY: 2011		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
MT06P00150106			MT06P00150106		
-All	Operations	59000	-All	Operations	60000
-All	Administration	46983	-All	Administration	46895
-All	Audit	6914	-All	Audit	6914
-All	A & E Services	22688	-All	A & E Services	20000
-All	Roof Replacement	40800	-4	Boiler Replacement (5)	21160
-All	Fence Replacement	16000	-7	Parking Lot Canopies	188200
-4	Locking Mail Boxes	2450	-2	Flooring	5000
Yellowstone	Patio Dividers	1500			
-2	Concrete Steps	25000	Cambridge, 344 Phyllis, Calico, 561 Coliseum, Lake Elmo	Fences	4000
-2	Shower Surrounds	15000	-7	Tub Faucets	10000
			-2	Storage Sheds	44000
			Lake Elmo, Golden, Custer	Cabinets & Tops	15000
-7	Insulate Crawlspace	5000	2934 Lewis, 760 Coliseum, 1025 Nutter, Caravan, 456 Green Springs, 561 Coliseum, Manhattan	Deck Replacements	50281
-13, -15	Replace Garage Doors & Windows	7000			
-4, -7	Appliance Replacements	33000			
-3	Refrigerator Replacements	16200			
-All	Deck Replacement	46011			
-All	Landscaping	25000			
-3	Storage Sheds	35000			
-All	Automotive Equipment	20000			
-13, -15, -19, -22	Water Heaters (58)	23200			
-7	Air Conditioners	15000			
Total CFP Estimated Cost		461746			471450

### **13. Capital Fund Program Five-Year Action Plan**

## **BILLINGS HOUSING NEEDS ANALYSIS – REPORT OUTLINE**

### Economic & Demographic Analysis of Billings

- Labor Force
- Employment
- Unemployment
- Class of Worker (private, gov't, self)
- Occupation/Industry
- Educational Attainment (overall and disabled)
- Household Income (by tenure, disabled)
- Poverty (overall, families, disabled)
- Population – history and estimates, growth rates
- Age Distribution
- % Pop over 65
- % Pop Disabled
- Group Quarters Pop
- Household Composition

### Housing Profile

- Type of Structures
- Units per Structure
- Year Built/Age
- Rooms and Bedrooms per Structure
- Lacking Facilities
- Overcrowding
- Units by tenure, # Bedrooms, Occupancy, Affordability, Built <1970, Lacking Permits (demolition not available)
- Households by Tenure, Household Size, Income, Cost Burden, Lacking
- Projected Households by Tenure, Size, and Income (2006 – 2010)
- Housing Costs by tenure
- Homeless Counts

### Survey Results

- Mail survey
- Personal Interviews
- Homeownership Needs
- Rental Needs

### Analysis of Housing Profile vs. Needs

### HUD Housing Needs Priority Table

## **SURVEY METHODOLOGY**

From a database of households in Montana, 2,250 households in zip codes 59101, 59102, 59105, 59106, and 59108 were randomly selected. These 2,250 surveys were addressed to each householder by name (as opposed to “occupant” or “resident”). Out of the 2,250 surveys mailed, only four were returned by the Post Office as undeliverable. A total of 617 households (27.5%) responded to the survey.

## **RESPONDENT’S HOUSING SITUATION**

The first 10 survey questions related to each respondent’s housing situation. Eighty-eight percent, or 544 respondents, indicated that they own their dwelling, and 12%, or 73 respondents, indicated that they rent their dwelling. The homeownership rate for Billings according to Census 2000 was 64%. In 2003, the homeownership rate for Montana is 71.5%

Over 75% of the respondents indicated that they live in a single-family detached house. According to Census 2000, 62% of the housing units in Billings were 1-unit, detached dwellings.

Just over 1/3 of the respondents indicated that they live in a three-bedroom dwelling. This is consistent with home sales in Billings; approximately 1/3 of the homes sold through the Billings Association of Realtors are 3-bedroom dwellings. According to Census 2000, just over 30% of the dwellings in Billings have three bedrooms.

Respondents were asked where their home is located, and whether or not they live within the Billings city limits. 85% of the respondents indicated that they live within the city limits. They were also asked how long they have lived in their home and how long they have lived in Yellowstone County. Over 50% have lived in their home more than 10 years, and over 60% have lived in Yellowstone County more than 20 years. According to Census 2000, the median year a resident of Billings moved into their home was 1991 for owners (over 44% moved into their home in 1989 or earlier), and the median year for renters was 1999 (9% moved into their home in 1989 or earlier). When Census 2000 was taken in March of 2000, a resident who moved into their home in 1989 or earlier had lived in their home 11 years or more.

Questions were asked related to monthly housing costs. Only 13 respondents, or 2%, indicated that they received rental or mortgage assistance from the government. One-fourth of the respondents indicated that they did not have any mortgage or rental payment, while one-fourth indicated that they spent 31-50% of their gross income on housing costs (considered a cost-burden). Only 4.5% of the respondents indicated that they spent more than 50% of their gross income on housing costs (a severe cost burden).

Summarized responses to the questions on “Your Housing” are on the following page.

## YOUR HOUSING

1. Check the description that best describes your dwelling:
 

<u>77.3%</u> Single family, detached house	<u>1.8%</u> Manufactured house on permanent foundation
<u>1.6%</u> Town house	<u>5.3%</u> Apartment
<u>1.9%</u> Condominium	<u>0.2%</u> Rooming house/boarding house
<u>7.0%</u> Mobile home/trailer	<u>3.6%</u> Duplex
<u>1.3%</u> Other	
  
2. How many bedrooms are there in your home?
 

<u>0.0%</u> 0 bedrooms	<u>34.8%</u> 3 bedrooms
<u>3.2%</u> 1 bedroom	<u>29.7%</u> 4 bedrooms
<u>21.4%</u> 2 bedrooms	<u>10.9%</u> 5 or more bedrooms
  
3. Where is your home located?
 

<u>20.1%</u> Central Billings (east of 17 <sup>th</sup> Street West)
<u>6.2%</u> South Billings
<u>3.2%</u> Southwest Billings
<u>25.4%</u> West Billings (west of 17 <sup>th</sup> Street West, south of Grand Avenue)
<u>20.1%</u> Northwest Billings (west of 17 <sup>th</sup> Street West, north of Grand Avenue)
<u>20.3%</u> Billings Heights
<u>4.7%</u> Lockwood
  
4. Do you live inside or outside the Billings city limits?
 

<u>84.6%</u> inside Billings city limits	<u>15.4%</u> outside Billings city limits
--	---
  
5. How long have you lived in your current home?
 

<u>1.0%</u> Less than 6 months	<u>20.4%</u> 5 to 10 years
<u>14.9%</u> 6 months to 2 years	<u>50.6%</u> More than 10 years
<u>12.2%</u> 3 to 4 years	<u>0.9%</u> Did not answer question
  
6. How long have you lived in Yellowstone County?
 

<u>0.3%</u> Less than 6 months	<u>9.1%</u> 11 to 15 years
<u>4.7%</u> 6 months to 2 years	<u>5.3%</u> 16 to 20 years
<u>5.3%</u> 3 to 4 years	<u>62.6%</u> More than 20 years
<u>12.5%</u> 5 to 10 years	<u>0.2%</u> Did not answer question
  
7. What is your total monthly *contract* rent or mortgage payment?
 

<u>4.7%</u> Less than \$300	<u>9.1%</u> \$600 to \$699	<u>14.4%</u> \$1,000 to \$1,499
<u>3.8%</u> \$300 to \$399	<u>9.2%</u> \$700 to \$799	<u>2.9%</u> \$1,500 or more
<u>4.5%</u> \$400 to \$499	<u>6.5%</u> \$800 to \$899	<u>0.6%</u> No rent payment
<u>8.8%</u> \$500 to \$599	<u>4.4%</u> \$900 to \$999	<u>29.8%</u> Home paid for, no mortgage
		<u>1.3%</u> Did not answer question
  
8. Do you receive rental or mortgage assistance from the government?
 

<u>2.1%</u> Yes	<u>96.6%</u> No	<u>1.3%</u> Did not answer question
-----------------	-----------------	-------------------------------------
  
9. How much of your gross (before taxes) monthly household income do you pay in total for your rent or mortgage payment, and utilities?
 

<u>38.6%</u> Less than 30 percent	<u>4.6%</u> More than 50 percent
<u>25.4%</u> More than 30 percent but less than 50 percent	<u>25.4%</u> No mortgage / rent payment
	<u>6.0%</u> Did not answer question
  
10. Do you own or rent your home?
 

<u>88.2%</u> Own	<u>11.8%</u> Rent
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## HOMEOWNERS

The next eight questions were answered only by homeowner households (544 respondents). The purpose of these questions was to assess the condition of their housing.

Almost 60% of the respondents indicated that their dwelling was built in the 1970's or earlier. According to Census 2000, 73.5% of the dwellings in Billings were built in 1970 or earlier. 11% of the respondents indicated that they did not know when their dwelling was constructed.

Homeowners were then asked about the types and dollar amounts of repairs that were made to their home over the past five years. The most common types of repairs made were painting (70%), appliances (55%), plumbing (47%), windows/doors (37%), heating (36%) and electric (31%). Almost 63% of homeowners were able to make some or all of these repairs themselves; 90% paid for the repairs without assistance from a government or non-profit agency, and 70% paid for the repairs with cash (without credit or a home-equity loan).

The next questions addressed whether their home needed repairs that they are unable to afford. 37% of the homeowners indicated that they had deferred repairs because they could not afford to pay for them. The most common types of repairs needed were windows/doors (59%), roofing and painting (35% each) and siding (29%).

Last, homeowners were asked if they planned to move to a rental within the next five years. Over 84% of homeowners responded that they do not plan to move to a rental within this time period.

Summarized responses to the "Homeowners" questions are on the following page.

## HOMEOWNERS

11. When was your home built?

<u>5.7%</u>	2000 or later	<u>20.1%</u>	1970's	<u>4.5%</u>	1940's
<u>13.0%</u>	1990's	<u>13.6%</u>	1960's	<u>3.7%</u>	1939 or earlier
<u>12.0%</u>	1980's	<u>16.7%</u>	1950's	<u>10.7%</u>	Unknown

12. Please check all the types of repairs you have made to your home over the past five years by indicating the approximate cost of those repairs.

Repair Type	Under \$1,000	\$1,000 - \$2,500	Over \$2,500	TOTAL
Painting	45.0%	18.2%	6.4%	69.6%
Appliances	28.3%	20.6%	6.3%	55.2%
Electric	24.8%	4.4%	1.5%	30.7%
Plumbing	36.6%	6.4%	3.7%	46.7%
Heating	14.2%	13.6%	8.6%	36.4%
Roofing	9.2%	9.0%	9.6%	27.8%
Siding	6.4%	3.3%	9.9%	19.6%
Windows/Doors	17.1%	10.3%	9.9%	37.3%
Insulation	12.1%	2.0%	0.9%	15.0%
Foundation	5.1%	0.7%	0.9%	6.7%
Accessibility (ramps, grab bars, etc.)	8.8%	0.9%	0.6%	10.3%
Other	5.7%	6.6%	9.2%	21.5%

13. Were you able to make some or all of those repairs yourself?

62.9% Yes    37.1% No

14. Were you able to pay for those repairs without assistance from a government or non-profit agency?

90.1% Yes    9.9% No

15. Were you able to pay for those repairs in cash (not on credit or with a home equity loan)?

70.0% Yes    30.0% No

16. Are there needed repairs that you have not made to your home because you cannot afford to pay for them?

37.3% Yes    62.7% No

17. If you answered "Yes" to Question 16, please indicate what repairs are needed by indicating approximately how much those repairs are anticipated to cost.

Repair Type	Under \$1,000	\$1,000 - \$2,500	Over \$2,500	TOTAL
Painting	17.7%	13.3%	4.4%	35.4%
Appliances	8.4%	7.9%	2.5%	18.8%
Electric	6.9%	12.8%	3.0%	22.7%
Plumbing	7.9%	3.9%	3.0%	14.8%
Heating	2.5%	4.4%	5.4%	12.3%
Roofing	5.9%	10.8%	18.7%	35.4%
Siding	3.4%	6.9%	18.7%	29.0%
Windows/Doors	14.8%	18.7%	25.1%	58.6%
Insulation	6.4%	9.4%	3.0%	18.8%
Foundation	1.0%	2.5%	2.0%	5.5%
Accessibility (ramps, grab bars, etc.)	4.9%	2.0%	0.0%	6.9%
Other	3.9%	5.9%	8.4%	18.2%

18. If you own your home, do you plan to move to a rental within the next five years?

83.8% plan to stay in current home  
2.6% plan to move to a rental: please indicate type of rental  
     43% retirement or assisted living facility  
     29% condo or patio home  
     28% other / no answer  
13.6% Did not answer the question

## RENTERS

The next seven questions were answered only by renter households (73 households). These questions were twofold: first, to assess the condition of their rental housing, and second, to determine their desire to purchase their own home.

About one-fourth of the respondents indicated that the property owner made repairs promptly when asked, and one-fourth also indicated that these repairs were adequately completed.

Renters were then asked about the types and dollar amounts of repairs that their dwelling currently needs. Of the 12 renter households indicating repairs were needed, the most common types of repairs needed were painting ( 75%), windows/doors (75%), plumbing (58%), appliances (50%) and other (50%).

Renter households were then asked about their desire to own a home. Almost 60% of renter respondents indicated that they desire to own their own home. For these households, over 65% indicated that they desire to own a single family, detached house. Renters were also asked why they are currently unable to own a home. Of the 43 renter households that indicated they would like to own a home, over 75% indicated that they lacked the funds for a down payment, and over 40% indicated that they could not qualify for a mortgage because of past credit problems. Being unable to afford the monthly mortgage payments and being unable to qualify for a mortgage because of other debts were other barriers to homeownership selected by 35% of the respondents.

Summarized responses to the "Renters" questions are on the following page.



## PEOPLE IN THE RESPONDENT'S HOUSEHOLD

The next nine questions were asked of both owner and renter households, and related to the characteristics of the respondent's household. Just over 45% of the households in the survey have a two-person household. According to Census 2000, almost 35% of the households in Billings were two-person households. One-person households accounted for 22% of the survey respondents and 31% of Census 2000 households.

Thirty-seven percent of the respondents indicated that the head-of-household was 35 to 54 years old. According to Census 2000, 45% of households had a head-of-household 35 to 54 years old. While 23% of Census 2000 head-of-households were 65 years or older, 32% of the survey households were in the same age category.

When asked for annual household income, the income category from \$50,000 to \$74,999 was the most reported category, with 19% of respondents. Household income was reported as follows:

	Survey <u>Households</u>	Census 2000 <u>Households</u>
Less than \$25,000	20%	35%
\$25,000 to \$50,000	34%	32%
\$50,000 to \$74,999	19%	19%
\$75,000 or more	22%	14%

Five percent of the respondents declined to report their household income.

By far, the most common race reported by the household respondents was white, at 97%.

Thirty-three percent of the households reported having a household member over 65, and 16% reported having a disabled household member. Of those households that indicated a disabled member, 41% had a disability that limited their mobility within the home (such as climbing stairs, reaching, bathing, or getting around inside their home).

The last two questions related to the respondent's satisfaction with their current living situation (both owner and renter households). Over 61% of respondents indicated that they were very satisfied with their current living situation, while 2% indicated they were very dissatisfied. Just over 27% responded that they were somewhat satisfied with their current living situation. Of the 9% that indicated they were somewhat or very dissatisfied, over 80% indicated that financial or credit problems prevent them from moving.

Summarized responses to "The People in Your Household" questions are on the following page.

## THE PEOPLE IN YOUR HOUSEHOLD

26. How many people (including yourself) live in your home?

<u>22.1%</u>	1	<u>11.0%</u>	4	<u>0.3%</u>	7	<u>0.0%</u>	10 or more
<u>45.7%</u>	2	<u>4.7%</u>	5	<u>0.3%</u>	8	<u>0.5%</u>	<b>Did not answer question</b>
<u>14.4%</u>	3	<u>1.0%</u>	6	<u>0.0%</u>	9		

27. Which age category describes the head of your household?

<u>0.0%</u>	Under 21	<u>36.8%</u>	35 to 54	<u>32.3%</u>	65 or over
<u>9.6%</u>	21 to 34	<u>20.9%</u>	55 to 64	<u>0.4%</u>	<b>Did not answer question</b>

28. Which category describes your annual household income (total for all people 18 and older that live in your home)?

<u>1.1%</u>	Under \$5,000	<u>8.3%</u>	\$20,000 to 24,999	<u>18.5%</u>	\$50,000 to 74,999
<u>0.8%</u>	\$5,000 to 6,999	<u>8.6%</u>	\$25,000 to 29,999	<u>11.8%</u>	\$75,000 to 99,999
<u>1.1%</u>	\$7,000 to 9,999	<u>6.5%</u>	\$30,000 to 34,999	<u>6.3%</u>	\$100,000 to 149,999
<u>3.7%</u>	\$10,000 to 14,999	<u>8.3%</u>	\$35,000 to 39,999	<u>3.6%</u>	\$150,000 and over
<u>5.5%</u>	\$15,000 to 19,999	<u>10.5%</u>	\$40,000 to 49,999	<u>5.4%</u>	<b>Did not answer</b>

29. Which category (or categories) below best describes the race(s) of the people in your household? (Please check all that apply.)

<u>97.0%</u>	White	<u>2.2%</u>	Hispanic
<u>0.6%</u>	Black or African American	<u>1.6%</u>	American Indian or Alaska Native
<u>1.0%</u>	Asian	<u>0.7%</u>	Native Hawaiian or Other Pacific Islander
<u>0.5%</u>	Multiracial	<u>1.3%</u>	<b>Did not answer question</b>

30. Are any members of your household over 65?

<u>33.2%</u>	Yes	<u>66.5%</u>	No	<u>0.3%</u>	<b>Did not answer question</b>
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31. Do you or do any members of your household have a mental or physical disability?

<u>15.9%</u>	Yes	<u>84.0%</u>	No	<u>0.1%</u>	<b>Did not answer question</b>
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32. If you answered yes to Question 31, does this disability limit mobility inside your home (climbing stairs, reaching, bathing, or getting around inside the home)?

<u>40.8%</u>	Yes	<u>59.2%</u>	No
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33. What is your overall satisfaction level with your current living situation?

<u>61.3%</u>	Very satisfied	<u>6.6%</u>	Somewhat dissatisfied
<u>27.6%</u>	Somewhat satisfied	<u>2.1%</u>	Very dissatisfied
<u>1.9%</u>	Neither satisfied or dissatisfied	<u>0.5%</u>	<b>Did not answer question</b>

34. If you are somewhat or very dissatisfied, what prevents you from moving?

<u>94.4%</u>	Lack of affordable housing
<u>33.3%</u>	Lack of suitable housing
<u>83.3%</u>	Financial or credit problems
<u>77.8%</u>	Other <b>Home needs repairs in order to sell, age-related concerns, too much trouble to move, waiting for retirement, family commitments.</b>

## HOUSING IN THE BILLING'S COMMUNITY

The last five questions were asked of both owner and renter households, and asked for the respondent's opinion regarding housing needs and housing conditions in Billings.

First, the survey asked respondents to rate how well 13 different housing needs are being met in Billings. A need that is perceived as well met is low-interest mortgage loans. Needs that are perceived as being poorly met are the availability of both affordable homes for purchase and affordable rental housing, as well as housing for the homeless. Well above the majority of respondents had no opinion or did not know how well the following needs are being met: deposit assistance for rental housing, deposit assistance for utilities, mortgage down payment assistance, housing rehabilitation/repair assistance, tenant-landlord mediation, housing referral information and compliance with fair housing requirements.

Next, respondents were asked to indicate their agreement with the statements "the housing stock in this area is in good condition" and "many houses and apartments in this area are overcrowded". As they were asked to answer these questions based on their own neighborhood, the results are summarized by area. Overall, 72.8% of the respondents either strongly agree or agree that the housing stock is in good condition. While 25.6% of respondents strongly disagree that housing is overcrowded in Billings, 48.9% do not know or do not have an opinion on overcrowding.

Last, respondents were asked what types of housing are most needed in Billings, and which group of people has the greatest unmet housing need. Affordable single family homes for purchase were perceived as the highest need, with 44.4% of respondents selecting this type of housing.

Summarized responses to "Housing in Your Community" questions are on the following page.

## HOUSING IN YOUR COMMUNITY

35. Please indicate how well you believe that the following needs are being met in your community.

Need	Need Well Met	Need Somewhat Met	Need Poorly Met	Need Not Met	No Opinion/Don't Know	Did Not Answer
Availability of affordable homes to buy	8.6%	34.4%	23.2%	9.2%	14.4%	10.2%
Availability of affordable rental housing	6.6%	24.1%	24.1%	9.6%	24.3%	11.2%
Deposit assistance for rental housing	2.3%	9.6%	8.8%	5.7%	60.5%	13.3%
Deposit assistance for utilities	3.4%	11.7%	7.9%	5.0%	58.5%	13.5%
Mortgage down payment assistance	4.5%	15.6%	10.2%	4.1%	52.0%	13.6%
Low-interest mortgage loans	16.4%	28.4%	7.0%	3.1%	31.1%	14.1%
Housing rehabilitation/repair assistance	2.8%	13.6%	10.5%	4.7%	53.8%	14.6%
Shelter/permanent housing for the homeless	2.9%	17.8%	15.9%	10.2%	39.9%	13.3%
Accessible housing for persons with disabilities	3.9%	15.6%	11.8%	5.5%	48.8%	14.4%
Assisted housing for seniors	9.1%	23.8%	9.6%	5.8%	38.2%	13.5%
Tenant-landlord mediation	2.4%	8.6%	7.1%	3.6%	63.9%	14.4%
Housing referral information	3.2%	10.9%	7.6%	3.4%	60.6%	14.3%
Compliance with fair housing requirements	6.0%	12.0%	3.7%	2.3%	61.4%	14.6%

*Please answer Questions 36 and 37 about housing conditions in your Billings neighborhood.*

36. "The housing stock in this area is in good condition."

Strongly Agree       Somewhat Disagree  
 Somewhat Agree       Strongly Disagree       Don't Know/No opinion

	CENTRAL HEIGHTS	LOCK- WOOD	NORTH- WEST	SOUTH WEST	SOUTH- WEST	WEST	OVERALL
<b><u>HOUSING IS IN GOOD CONDITION</u></b>							
Strongly Agree	27.4%	39.2%	0.0%	45.2%	7.9%	25.0%	33.9%
Somewhat Agree	43.5%	41.6%	44.8%	37.1%	34.2%	45.0%	38.9%
Somewhat Disagree	12.9%	5.6%	27.6%	0.0%	13.2%	10.0%	7.9%
Strongly Disagree	1.6%	3.2%	6.9%	0.8%	10.5%	10.0%	2.6%
Don't Know / No Opinion	10.5%	6.4%	17.2%	12.9%	28.9%	5.0%	13.1%
Did Not Answer Question	4.0%	4.0%	3.4%	4.0%	5.3%	5.0%	3.6%

37. "Many houses and apartments in this area are overcrowded (more than two people per bedroom)."

Strongly Agree       Somewhat Disagree  
 Somewhat Agree     Strongly Disagree     Don't Know/No opinion

	<u>CENTRAL</u>	<u>HEIGHTS</u>	<u>LOCK- WOOD</u>	<u>NORTH- WEST</u>	<u>SOUTH</u>	<u>SOUTH- WEST</u>	<u>WEST</u>	<u>OVERALL</u>
<b><u>HOUSING IS OVERCROWDED</u></b>								
Strongly Agree	0.8%	4.8%	0.0%	1.6%	7.9%	0.0%	0.0%	1.9%
Somewhat Agree	9.7%	6.4%	24.1%	2.4%	15.8%	10.0%	5.1%	7.5%
Somewhat Disagree	18.5%	13.6%	17.2%	12.1%	5.3%	10.0%	9.6%	12.8%
Strongly Disagree	21.0%	26.4%	13.8%	35.5%	5.3%	30.0%	27.4%	25.6%
Don't Know / No Opinion	46.8%	46.4%	41.4%	43.5%	63.2%	45.0%	55.4%	48.9%
Did Not Answer Question	3.2%	2.4%	3.4%	4.8%	2.6%	5.0%	2.5%	3.2%

38. In your opinion, which of the following housing types are most needed in your community?

<b><u>25.9%</u></b> Single family houses	<b><u>6.2%</u></b> Condos/Town houses
<b><u>31.8%</u></b> Affordable rental units	<b><u>44.4%</u></b> Affordable single family homes for purchase
<b><u>3.6%</u></b> Apartments	<b><u>9.9%</u></b> Accessible housing for disabled persons
<b><u>15.9%</u></b> Assisted living for seniors	<b><u>15.2%</u></b> Homeless shelters
<b><u>10.0%</u></b> Assisted living for disabled	<b><u>8.8%</u></b> Subsidized housing
<b><u>24.0%</u></b> Affordable rentals for seniors	<b><u>26.9%</u></b> Affordable rentals for families
<b><u>14.6%</u></b> Affordable rentals for singles	<b><u>3.1%</u></b> Other

39. To your knowledge, which group of people in your community have the greatest unmet housing need, and why?

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**INTEROFFICE MEMORANDUM**

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**TO:** AGENCY PLAN FILE  
**SUBJECT:** AGENCY PLAN – RESIDENT CONSULTATION  
**DATE:** 2/08/06

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Attendees:

- Lucy Brown, Executive Director
- Patti Miller-Webster – Deputy Director
- Gib Glasson – Director of Facilities
- Teddi Shorten – Resident Initiative Coordinator
- Greg Cook – PHA Administrator
- Vickie Davis – PHA Administrator
- Sandie Ellis - Section 8 Occupancy Specialist
- Valerie OxFord – Section 8 Occupancy Specialist
- Renee McLure – Office/Grant Assistant
- Carlos Uribe – HAB Section 8 First Time Homeowner
- Kelly Pierce – HAB Section 8 Client
- Pamela Dalrymple –HAB Section 8 Client
- Pat Bien – HAB Section 8 Client
- Judy Moore –HAB Section 8 Client
- Margaret Lakel – MT1-7 PHA Resident
- Adel Sather – MT1-5 PHA Resident
- Penny Hudson – HAB Section 8 Client
- Stephanie Iron Shooter – MT 1-5 PHA Resident
- Myrene Peterson – HAB Section 8 Client

Sandria Arnold – HAB Section 8 Client

Mackenzie Michael – MT 1-15 PHA Resident

Brown welcomed all attendees and suggested that each person in attendance introduce himself or herself. A sign in sheet was also circulated. She passed out copies of the Agency Plan for FY 2006 and the 5 Year Plan for Fiscal Years 2005-2010.

Brown stated we would be discussing the proposed 5 Year Plan and Goals and welcomed any comments or questions. She said the Annual Plan is due on 4/17/06 at HUD office in Denver, Colorado.

Webster was asked to explain the PHAS Scoring, which is a result of HUD surveys mailed to PHA tenants and inspections done on units.

Glasson was asked to explain the Capital Fund. He stated that funds differ each year as to how Congress allocates the funding. He then determines which improvements are needs at each complex. These improvements are for modernizations, energy conservation and safety of the Public Housing complexes and houses.

Brown asked Webster to explain SEMAP. When the units pass inspection, our lease up numbers are electronically submitted to HUD. Our lease up numbers is 75% at 30% income medium or below. Brown state our PHAS score for Public Housing is 95 and for SEMAP 100. The Housing Authority will increase the PHAS score by asking for suggestions from our Public Housing tenants through the Agency Plan meetings and through our monthly newsletters.

Davis was asked to explain the eligibility process for Public Housing. Currently when someone comes to the top of the waiting list, they are asking to come in and meet with Davis or Cook on a one on one basis. In the future, Public Housing Administrators will be doing group eligibility meetings as Section 8 does.

Ellis was asked to explain voucher mobility. She said that a client could port their voucher anywhere in the Unites States as long as certain criteria were met. The lease cannot be broken. The client must meet with their caseworker and the payment standards in the area they want to move to cannot be greater than the payment standard here.

Myrene Peterson stated she has moved from Nevada and did not know anything about difference in payment standards. Ellis explained that they might not have been the practice then.

Pat Bein asked what area the Housing Authority covers for Section 8. Brown explained that the Housing Authority covers the Billings area and a ten-mile radius surrounding Billings.

Myrene Peterson asked if a client ports to another state, when would the Housing Authority no longer be involved. Webster explained that if the other agency absorbs their voucher, the Housing Authority involvement would end then.

Webster talked about the Section 8 voucher payment standards and that they are based on the fair market rent and doing a rent reasonableness comparison.

Shorten talked about the Home Ownership Program, for Section 8 clients, they must be on the program for minimum of one year and in good standings. They need to be able to make a down payment. If the Section 8 client is a FSS participant, elderly or disabled they receive a priority for the program.

Carlos Uribe, who is a homeowner, said it was easy. There was only one bank in Billings who dealt with the program and that was Stockman's Bank..

Sandria Arnold said she has been on the Section 8 Program and received information on the FSS program and Homeownership program.

Pat Bein said that if client is elderly or handicapped, homeownership could be difficult because of a fixed income.

Sandria Arnold asked how long a client would have to lease up. Ellis explained that a client would have sixty days and if unable to lease up in that amount of time, client can ask for an extension up to 120 days.

Myrene Peterson asked if year lease is not up could client move. Webster said that landlord could release client from lease.

Penny Hudson asked what the definition of elderly and handicapped is. Shorten said that head of household or spouse must be sixty-two years of age or older and handicapped classification would mean having a disability eligibility papers on file. Penny asked if it was possible to get on Home Ownership program without being handicapped, disabled or on the FSS program. Shorted said that there are five slots available.

Brown stated that the Family Investment Center has been used in the past for community programs through the YMCA and other organizations, but at present is not being used and may be consider to be converted into a handicapped home. She welcomed any ideas or suggestions for the Family Investment Center and asked that they be channeled through Shorten.

Cook was asked by Brown to talk about CHRB (Community Housing Resource Board). He stated that there are twenty plus originations involved around Billings. Their purpose is to foster fair housing in the community. April is Fair Housing Month. CHRB is planning on doing training for the landlords and a newsletter. Housing Authority of Billings provides information from CHRB regarding fair housing in both the Public Housing and Section 8 packets. CHRB has been in operation for more than twelve years.

Pat Bein asked what the Median Income was. Webster stated that it is \$53,850 for a family of four. 30% of the median for one person is \$11,300 and for a family of four it is \$16,150.

Penny Hudson said that the payment stands should be increased as the rent standards have increased. Webster said that HUD looks at the fair market rent yearly. Our lease up rates is good. Said that last year was the first time in fourteen years that the fair market rates have decreased.

Penny Hudson said that rent has increased. Webster said that when landlord wants to increase the rent, rent reasonableness is done for that area. If rent is more than rent reasonableness indicates, the landlord's request for an increase can be turned down.

Myrene Peterson asked if the landlord does increase the rent, does that effect their portion of rent. Webster said that tenant's rent portion is based on thirty percent of their income, not the rent amount.

Stephanie Iron Shooter indicated she had to leave early so Brown asked her if she had any comments or recommendations for her Public Housing unit. Iron Shooter stated she felt that security was an issue as far as leaving property outside her unit. Asked about fencing around each apartment to protect property left outside. Brown said it was important that Iron Shooter let Cook know about any of her concerns. Iron Shooter asked that something be put in monthly newsletter letting tenants know how to report problems. Iron Shooter also felt that the landscaping rocks around the units are a problem as some of the children are throwing them.

Pam Dalrymple thanked the Housing Authority staffs for everything. She feels that the staff at the Housing Authority is good compared to other agencies.

Cook was asked to explain eligibility for Public Housing applicants.

McLure was asked to explain how the waiting list for Public Housing and Section 8 works.

Oxford was asked to explain Section 8 eligibility and how it is determined.

Penny Hudson asked what the difference in the criminal background check is between Public Housing and Section 8. A criminal background check is done for Public Housing applicants as the Housing Authority is their landlord and with Section 8, the individual landlords do their own background checks.

Brown talked about the Capital Fund. Housing Authority receives their funding from the Federal Government. The funding for Capital Fund 2006 was cut ten percent and there may be more cuts for Capital Fund 2007.

Brown thanked everyone for coming as she had leave to attend another meeting and stated that staff would be available after the meeting to answer any further questions.

Glasson then explained the Capitol Fund for the next five years. Webster asked that if anyone has any ideas for improvements for Public Housing units to please contact Davis, Cook, or Glasson. Shorten also said they could contact Resident Council with suggestions.

Margaret Lakel said she would like to have picnic tables installed at the Phyllis Circle complex.

Webster said that she would like to have a fence installed between the Woody complex and Colton. Also would like all the landscaping rocks removed from MT1-3 and MT1-5.

Webster stated all comments must be submitted in writing by the end of February 2006 to Davis, Cook, or Glasson.

Pat Bein asked in the future for the Annual Plan Meeting if the Section 8 clients could meet separately from the Public Housing tenants. Webster explained that both programs operate together and that the turnout today was greater than expected.

Kelly Pierce asked what changes were taking place with students attending college and on housing assistance. Webster stated that new legislation had just passed and was put into law

regarding full time students and that they may not qualify for housing assistance. Eligibility for full time students would be determined by the Section 8 caseworks at the time of their annual meetings. It was suggested that persons concerned with the new changes contact their legislators. Penny Hudson said she would be writing letters to our congressmen.

Webster again thanked everyone for attending. The meeting was adjourned at 3:15 P.M.

## 12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Billings		Grant Type and Number Capital Fund Program Grant No: MT06P00150106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	25000			
3	1408 Management Improvements	20000			
4	1410 Administration	46895			
5	1411 Audit	6914			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10000			
8	1440 Site Acquisition				
9	1450 Site Improvement	15000			
10	1460 Dwelling Structures	345141			
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				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	468950			
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	94100			

**12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Housing Authority of Billings		Grant Type and Number Capital Fund Program Grant No: MT06P0015106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006			
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	
MT06P0015106-All	Operations	1406	25000					
-All	Administration	1410	46895					
-All	Audit	1411	6914					
-All	Management Improvements	1408	20000					
-All	A & E Services	1430	10000					
-7	Roof	1460	85247					
-6, -7, Torch	Windows	1460	89100					
-4, -8	Flooring	1460	92250					
-7	Laundry Rooms	1460	33544					
-2	Metal Roof	1460	10000					
-2	Security Lights	1450	2500					
-7	Picnic Tables & Bike Racks	1450	2500					
-8	Parking Lot Drain	1450	3000					
Hilltop	Cabinets	1460	7500					
Ave E, Manhattan	Fence	1450	7000					
-2, -4	Security Screens	1460	12500					
-4	Interior Doors & Trim	1460	10000					
-3, -7	Lighting	1460	5000					

**12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report**

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

PHA Name: <b>Housing Authority of Billings</b>		Grant Type and Number Capital Fund Program No: <b>MT06P00150106</b> Replacement Housing Factor No:					Federal
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Federal
	Original	Revised	Actual	Original	Revised	Actual	
MT06P00150105 –All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-All	7-31-08			7-31-10			
-7	7-31-08			7-31-10			
-6, -7, Torch	7-31-08			7-31-10			
-4, -8	7-31-08			7-31-10			
-7	7-31-08			7-31-10			
-2	7-31-08			7-31-10			
-2	7-31-08			7-31-10			
-7	7-31-08			7-31-10			
-8	7-31-08			7-31-10			
Hilltop	7-31-08			7-31-10			
Ave E, Manhattan	7-31-08			7-31-10			
-2, -4	7-31-08			7-31-10			
-4	7-31-08			7-31-10			
-3, -7	7-31-08			7-31-10			

## Capital Fund Program Five-Year Action Plan

### Part I: Summary

PHA Name <b>Housing Authority of Billings</b>		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2007 PHA FY: 2008	Work Statement for Year 3 FFY Grant: 2008 PHA FY: 2009	Work Statement for Year 4 FFY Grant: 2009 PHA FY: 2010	Work Statement for Year 5 FFY Grant: 2010 PHA FY: 2011
	Annual Statement				
Operations		57000	54086	59000	60000
Administration		45449	46991	46983	46895
Audit		6914	6914	6914	6914
A & E		10000		22688	20000
Site Improvement		23000	57800	44950	192200
Dwelling Structures		322661	287750	197011	145441
Dwelling Equipment			8000	64200	
Non-Dwelling Equipment				20000	
Management Improvements					
CFP Funds Listed for 5-year planning		465024	461541	461746	471450
Replacement Housing Factor Funds					

### Capital Fund Program Five-Year Action Plan

#### Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 2 FFY Grant: 2007 PHA FY: 2008			Activities for Year: 3 FFY Grant: 2008 PHA FY: 2009		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See</b>	MT06P00150106			MT06P00150106		
<b>Annual</b>	-All	Operations	57000	-All	Operations	54086
<b>Statement</b>	-All	Administration	45449	-All	Administration	46991
	-All	Audit	6914	-All	Audit	6914
	-All	A & E Services	10000			
	Acorn, Manhattan, 561 Coliseum	Cabinets & Tops	24619	-13, -15, -19	Accordion Doors	40000
	-13, -15, -19, -22	Flooring	5000	-13, -15, -19, -22	Furnace Replacement	8000
	-2	Flooring	125650	West Wicks, 3314 Windmill, 2425 Cook, Caravan, 1025 Nutter	Cabinets & Tops	29500
	-3, -4, -6, Patricia	Garage Doors & Windows	7000	-3, -5	Deadbold for Storages	3000
	-7	Flooring	14750	-3, -5	Flooring	179000
	-4, -6	Cabinets	95000	Windmill, 4435 Clevenger	Deck Replacement	20000
	-3	Exterior Doors	30642	Ave E, Bunting, 1025 Nutter	Fence Replacement	6000
	Yellowstone	Sprinkler System	23000	-All	Concrete Work	40000
	-7	Hallways	20000	-3, -4, -6, Patricia	Garage Doors	2750
				-2	Windows	3000
				-5	Privacy Fence	11800
				Ave E, 2425 Cook	Drop Ceilings	3000
				-7	Dielectric Unions	3500
				-7	Boiler Replacements	4000
<b>Total CFP Estimated Cost</b>			465024			461541

**Capital Fund Program Five-Year Action Plan**

**Part II: Supporting Pages—Work Activities**

Activities for Year: 4 FFY Grant: 2009 PHA FY: 2010			Activities for Year: 5 FFY Grant: 2010 PHA FY: 2011		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
MT06P00150106			MT06P00150106		
-All	Operations	59000	-All	Operations	60000
-All	Administration	46983	-All	Administration	46895
-All	Audit	6914	-All	Audit	6914
-All	A & E Services	22688	-All	A & E Services	20000
-All	Roof Replacement	40800	-4	Boiler Replacement (5)	21160
-All	Fence Replacement	16000	-7	Parking Lot Canopies	188200
-4	Locking Mail Boxes	2450	-2	Flooring	5000
Yellowstone	Patio Dividers	1500			
-2	Concrete Steps	25000	Cambridge, 344 Phyllis, Calico, 561 Coliseum, Lake Elmo	Fences	4000
-2	Shower Surrounds	15000	-7	Tub Faucets	10000
			-2	Storage Sheds	44000
			Lake Elmo, Golden, Custer	Cabinets & Tops	15000
-7	Insulate Crawlspace	5000	2934 Lewis, 760 Coliseum, 1025 Nutter, Caravan, 456 Green Springs, 561 Coliseum, Manhattan	Deck Replacements	50281
-13, -15	Replace Garage Doors & Windows	7000			
-4, -7	Appliance Replacements	33000			
-3	Refrigerator Replacements	16200			
-All	Deck Replacement	46011			
-All	Landscaping	25000			
-3	Storage Sheds	35000			
-All	Automotive Equipment	20000			
-13, -15, -19, -22	Water Heaters (58)	23200			
-7	Air Conditioners	15000			
Total CFP Estimated Cost		461746			471450

## 12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Billings		Grant Type and Number Capital Fund Program Grant No: MT06P00150104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 6) 01/257/06 <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	27000	27000	27000	27000
3	1408 Management Improvements				
4	1410 Administration	45944	45944	45944	45944
5	1411 Audit	3000	3000	3000	3000
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8295	8295	8295	8295
8	1440 Site Acquisition				
9	1450 Site Improvement	35000	36777	36777	36777
10	1460 Dwelling Structures	345286	343219	299924	281677
11	1465.1 Dwelling Equipment—Nonexpendable	7280	7280	7280	7280
12	1470 Nondwelling Structures	42396	42686	42686	42686
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	514201	514201	470906	452659
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	191737	213095		

**12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Housing Authority of Billings		Grant Type and Number Capital Fund Program Grant No: MT06P00150104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
MT06P00150104 -All	Operations	1406		27000	27000	27000	27000	Complete
-All	Administration	1410		45944	45944	45944	45944	Complete
-All	Audit	1411		3000	3000	3000	3000	Complete
-All	A & E Services	1430		8295	8295	8295	8295	Complete
-3,-4,-6,-7,-8	Parking Lot Resurface	1470	136	42396	42686	42686	42686	Increased
-2	Interior Doors & Trim	1460	40	25414	25414	25414	7168	In Process
-2	Replace Windows & Doors	1460	40	143228	137814	137814	137814	Decreased
-13,-15,-19, -22	Furnaces	1465.1	58	7280	7280	7280	7280	Complete
Cambridge, Greensprings	Deck Replacement	1460	2	6345	6345	6345	6345	Complete
-13,-15,-19,-22 & Apartment Baths	Flooring	1460		20261	23082	3215	3215	Increase
-4	Sprinkler System	1450	20	36155	36777	36777	36777	Increased
-4	Siding & Gables	1460	20	18094	18094	18094	18094	Complete
-5	Handicap Showers	1460	40	40000	40000	16571	16571	In Process
-4	Lighting Upgrade	1460	20	13074	13074	13074	13074	Complete
-3	Accordion Doors	1460	36	55000	56680	56680	56680	Increase
Murphy, Torch, Governors, Granger, Manhattan	Cabinet Replacement	1460	5	22716	22716	22716	22716	Complete

**12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report**

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part II: Supporting Pages</b>								
PHA Name: <b>Housing Authority of Billings</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: MT06P00150104 Replacement Housing Factor Grant No:			<b>Federal FY of Grant: 2004</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	

### 13. Capital Fund Program Five-Year Action Plan

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part III: Implementation Schedule								
PHA Name: Housing Authority of Billings			Grant Type and Number Capital Fund Program No:MT06P00150104 Replacement Housing Factor No:				Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
MT06P00150104 -All	12/31/05	09/07/06		12/31/06	09/07/08			
-All	12/31/05	09/07/06		12/31/06	09/07/08			
-All	12/31/05	09/07/06		12/31/06	09/07/08			
-3,-4,-6,-7,-8	12/31/05	09/07/06		12/31/06	09/07/08			
-2	12/31/05	09/07/06		12/31/06	09/07/08			
-13, -15, -19, -22	12/31/05	09/07/06		12/31/06	09/07/08			
Cambridge, Greenspring	12/31/05	09/07/06		12/31/06	09/07/08			
-13, -15, -19, -22 & Apt Baths	12/31/05	09/07/06		12/31/06	09/07/08			
-4	12/31/05	09/07/06		12/31/06	09/07/08			
-7	12/31/05	09/07/06		12/31/06	09/07/08			
-5	12/31/05	09/07/06		12/31/06	09/07/08			
-4	12/31/05	09/07/06		12/31/06	09/07/08			
-3	12/31/05	09/07/06		12/31/06	09/07/08			
Murphy, Torch, Govenors, Granger, Manhattan	12/31/05	09/07/06		12/31/06	09/07/08			

### **13. Capital Fund Program Five-Year Action Plan**

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name <b>Housing Authority of Billings</b>				<input type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2005 PHA FY: 2006	Work Statement for Year 3 FFY Grant: 2006 PHA FY: 2007	Work Statement for Year 4 FFY Grant: 2007 PHA FY: 2008	Work Statement for Year 5 FFY Grant: 2008 PHA FY: 2009
Operations	Annual Statement	27000	27000	27000	27000
Administration		52988	52988	52988	52988
Audit		3000	3000	3000	3000
A & E Services		30000	15000		25000
Site Improvement		113700	67300	413300	214000
Dwelling Structures		295800	334200	16200	202500
Dwelling Equipment		10000	33000	20000	8000
Non-Dwelling Structures					
Reserves					
Total CFP Funds (Est.)		532488	532488	532488	532488
Total Replacement Housing Factor Funds					

### 13. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year: 2 FFY Grant: 2005 PHA FY: 2006			Activities for Year: 3 FFY Grant: 2006 PHA FY: 2007		
	<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>
<b>See</b>	MT06P00150104			MT06P00150104		
<b>Annual</b>	All	Operations	27000	All	Operations	27000
<b>Statement</b>	All	Administration	52988	All	Administration	52988
	All	Audit	3000	All	Audit	3000
	All	A & E Services	30000	All	A & E Services	15000
	-7	Picnic Tables	2000	All	Low Flow Shower Heads	12598
	-7	Landscaping	10000	All	Concrete Work	40000
	-6	Flooring	134000	-6, -7, Torch	Windows	89100
	-2, -8	Sprinkler System	94500	-4, -7	Appliance Replacement	33000
	Santa Fe & Torch	Garage Door & Windows	2000	Santa Fe, Caravan, 1025 Nutter	Cabinets & Tops	19000
	-4	Windows	41000	Cambridge, Jansma, 344 Phyllis	Fence	15500
	-4	Siding & Gables	75000	-5 (west side)	Privacy Fence	11800
	-13, -15, -19, -22	Flooring	10000	-4, -8	Flooring	75000
	-2, -3	Parking Blocks	2700	-13, -15, -19, -22	Flooring	15000
	-7	Insulate Crawlspace	5000	-2	Storage Sheds	43200
	-3, -5	Medicine Cabinets	5700	-3	Exterior Doors	30642
	561 Coliseum	Fence	4500	-4	Interior Doors & Trim	10000
	-13, -15, -19, -22	Furnace	10000	FIC	Metal Roof	10000
	All	C.O. Detectors	23100	-6, -4, -3, Patricia	Garage Door	2700
				All	Roof Replacement	26910
	<b>Total CFP Estimated Cost</b>		<b>\$532488</b>			<b>\$532488</b>

### 13. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year: 4 FFY Grant: 2007 PHA FY: 2008			Activities for Year: 5 FFY Grant: 2008 PHA FY: 2009		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
MT06P00150104			MT06P00150104		
All	Operations	27000	All	Operations	27000
All	Administration	52988	All	Administration	52988
All	Audit	3000	All	Audit	3000
-8, 344 Phyllis, Bazaar, Custer, 561 Coliseum, Hilltop	Roofs	24800	All	A & E Services	25000
Acorn, 760 Coliseum, W Wicks, Custer, Ave E, 561 Coliseum	Cabinets & Tops	34000	-3, -13, -15, -19	Accordion Doors	40000
-13, -15, -19, -22	Flooring	20000	-4, -6	Cabinets & Tops	95000
-2, -3, -5	Flooring	303750	-13, -15, -19, -22	Furnace Replacement	8000
All	Fence Work	20000	271 Hilltop, 3314 Windmill, 2425 Cook, Lake Elmo, 665 Aronson, 2619 Golden	Cabinets & Tops	29500
-3	Refrigerators	16200	-5, -3	Deadbolt for Storages	3000
Windmill, 2934 Lewis, 4435 Clevenger	Deck Replacement	15000	-5	Lights for Parking Lot	2500
1825 Rehberg	Garage Door	1000	-3	Storage Sheds	35000
-7	Flooring	14750	-7	Parking Lot & Canopys	211500
<b>Total CFP Estimated Cost</b>		<b>\$532488</b>			<b>\$532488</b>

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary</b>					
<b>PHA Name: Housing Authority of Billings</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: MT06P00150105 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2005
<b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input checked="" type="checkbox"/> <b>Revised Annual Statement (revision no: 3) 1/25/06</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	77000	77000		
3	1408 Management Improvements Soft Costs	10000	10000		
4	1410 Administration	49053	49053	23502	23502
5	1411 Audit	3,000	3,000	3000	1000
6	1415 Liquidated Damages				
7	1430 Fees and Costs	15000	19000	18600	15140
8	1440 Site Acquisition				
9	1450 Site Improvement	95200	92197		
10	1460 Dwelling Structures	244277	243280	130980	61955
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				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

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

PHA Name: Housing Authority of Billings	Grant Type and Number Capital Fund Program Grant No: MT06P00150105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 3) 1/25/06  
 Performance and Evaluation Report for Period Ending:  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
20					
21	Amount of Annual Grant: (sum of lines 2-20)	493530	493530	176082	101596
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	210500	222474		

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

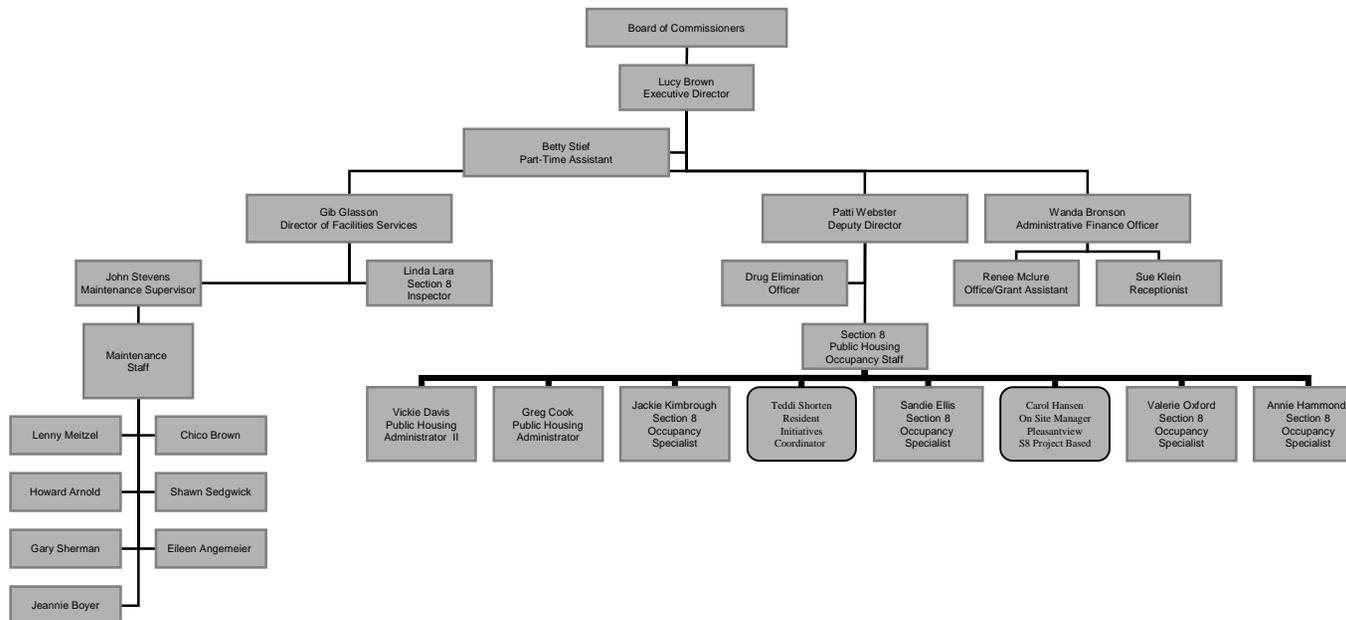
PHA Name: Housing Authority of Billings		Grant Type and Number Capital Fund Program Grant No: MT06P00150105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
MT06P0015105-All	Operations		1406		77000	77000			
-All	Management Improvements		1408		10000	10000			
-All	Administration		1410		49053	49053	23502	23502	In Process
-All	Audit		1411		3000	3000	3000	1000	In Process
-All	A&E Services		1430		15000	19000	18600	15140	Increased
-6	Flooring		1460	40	108300	108300	0	0	
-2,-8	Sprinkler System		1450	64	94500	91497	0	0	Decreased
-4	Windows		1460	20	38325	38325	38325	35061	In process
-4	Siding & Gables		1460	20	92652	92652	88652	22891	In process
-2.-3	Parking Blocks		1450	86	700	700			
-13	Cabinets & Tops		1460	1	5000	4003	4003	4003	Decreased

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

PHA Name: Housing Authority of Billings		<b>Grant Type and Number</b> Capital Fund Program No: MT06P00150105 Replacement Housing Factor No:				Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
MT06P00150105-All	7/31/07			07/31/09			
-All	07/31/07			07/31/09			
-All	07/31/07			07/31/09			
-All	07/31/07			07/31/09			
-All	07/31/07			07/31/09			
-6	07/31/07			07/31/09			
-2,-8	07/31/07			07/31/09			
-4	07/31/07			07/31/09			
-4	07/31/07			07/31/09			
-2,-3	07/31/07			07/31/09			



# HOUSING AUTHORITY OF BILLINGS



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**INTEROFFICE MEMORANDUM**

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**TO:** AGENCY PLAN FILE  
**SUBJECT:** ANNUAL PLAN PUBLIC HEARING  
**DATE:** 04/14/06

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**ATTENDEES:** Lucy Brown, Executive Director  
Gib Glasson, Director of Facilities  
Patti Miller-Webster, Deputy Director  
Vickie Davis, PHA Administrator  
Greg Cook, PHA Administrator  
Wanda Bronson, Administrative Finance Office  
Residents present – none

Brown called the meeting to order.

The Five Year Plan remains the same from the original draft.

Administrators were asked if they had received input from any residents. No input had been received.

Lucy Brown explained that because of asset management and project based accounting/management new project groupings needed to be configured for submission to HUD. After reviewing five major alternatives the management staff recommended to the Board of Directors to adopt a new grouping. The new project groupings will consist of two. The first project grouping is the family scattered site projects and two small projects that are not the contiguous and are small of 244 units, the second grouping is the only elderly /disabled project we have of 30 units. The PHA has primarily scattered site housing with no one project with more than 40 units. The proximity of the units are scattered throughout the community, and separating them makes absolutely no sense in a cost savings or management improvement way. No one site is large enough to have dedicated staff.

The PHA will also be determining if a policy for project-based vouchers is needed this year, to encompass the community and the many requests we have had from private developers. We will need to assess census tracks and condition of housing stock and needs within those tracks to determine an appropriate allocation of project-based units if their need is determined.

Gib reported that there had been a reduction in the operations figure and the emphasis for capital fund would be placed on improving the energy efficiencies throughout the projects.

Patti reported on the change to payments to landlords. These payments will be prorated when tenants or landlords give 30-day notices to the actual day rather than the end of the month.

No input was received from residents at the meeting because no residents were in attendance.

Meeting was adjourned at 9:30 A.M.

# HOUSING AUTHORITY OF BILLINGS

## LEASE AGREEMENT

### THIS LEASE IS IN TWO PARTS:

**Part I establishes the Terms and Conditions of the Lease.** These apply to all residents.

**Part II is the Lease Contract.** This is executed by the resident and all adult household members and the Housing Authority of Billings including Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household.
- Unit address, occupancy date.
- Pro-rates and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease)
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Housing Authority of Billings working hours.
- Section 504 contact person.

## PART I : RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

**THIS LEASE AGREEMENT** (called the "Lease") is between the Housing Authority of Billings, (called "PHA") and Tenant named in Part II of this lease (called "Tenant"). [966.4(a)]

### I. Description of the Parties and Premises: [966.4 (a)]

- (a) PHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit making activities subject to the PHA's policy on such activities. [966.4(d)(1 & 2)] The HAB does not allow daycare to be provided at units as a business.
- (b) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions, and court awarded custody**, require the advance written approval of PHA. Such approval will be granted only if the new family members pass PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall be consistent with Occupancy Policy. [966.4 (a)(2) & (d)(3)(i)]

Tenant agrees to wait for PHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which PHA may terminate the lease in accordance with Section XIV. [966.4(f)(3)]

- (c) Tenant shall report deletions (for any reason) from the household members named on the lease to the PHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

### II Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section VII, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4 (a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4 (c)]

The PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy shall determine the amount of the Total Tenant Payment and Tenant Rent. [966.4 (c).

- (b) **Rent is DUE and PAYABLE on the first day of each month and shall be considered delinquent after the sixth calendar day of the month.** Rent may include utilities as described in Section VI below, and may include maintenance services other than normal wear and tear. [966.4 (e)(1) & (3)]

When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to Tenant. The notice shall state the new amount, and the date for which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. This notice shall also state that Tenant may ask for an explanation of how the amount is computed by PHA. If Tenant asks for an explanation, PHA shall respond in a reasonable time [966.4 (c)(4)]

**III. Other Charges:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in the lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b)(2)]

- (a) Maintenance costs — The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with Schedule of Maintenance Charges

posted by PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

- (b) Excess Utility Charges – At developments where utilities are provided by PHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to tenants who pay their utilities directly to a utility supplier [966.4(b)(2)].
- (c) Installation charges for tenant-supplied air conditioners.
- (d) Charges for service of notice.
- (e) Late Charges – A charge of \$25.00 for rent or other charges paid after the sixth calendar day of the month. [966.4 (b)(3)] PHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due.

**IV. Payment Location:** Rent and other charges can be paid at the Housing Authority Office located at 2415 1<sup>st</sup> Avenue N. PHA will not accept cash or 2-party checks. Payment must be made by cashier check, personal check or money order. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

**V. Security Deposit**

- (a) Tenant Responsibilities: Tenant agrees to pay an amount of \$\_\_\_\_\_. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)] The security deposit must be paid in full before receiving the keys and possession of the unit.
- (b) PHA's Responsibilities: PHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the PHA has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. If no charges are assessed, the deposit will be returned within 10 days. PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PHA with a forwarding address. If any deductions are made, PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

You will be responsible for any charges due the Housing Authority over and above the security deposit. You will have ten (10) days to pay any balance owing or legal action will be initiated.

Please give your Administrator as much notice as you can that you are vacating your unit.

The security deposit will not be returned if a 30-day notice is not submitted in writing to the Housing Authority.

It is your responsibility to provide us with your new address.

**VI. Utilities and Appliances [966.4 (b)(1)]**

- (a) PHA Supplied Utilities: The PHA will supply water, sewer service and trash collection. PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.  
  
PHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of PHA. For the St Johns complex monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Excess Utility Cost Schedule attached to the lease or posted in the Housing Authority office. [966.4 (b)(2)]
- (b) Tenant-paid Utilities: If Tenant resides in a development where PHA does not supply electricity and natural gas, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities

equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, PHA will pay a utility Reimbursement each month. [5.632]

PHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance. A change in Tenant Rent due to allowance change will take effect at the next interim or annual recertification [966.473(c)]

Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the allowance for Utilities, Tenant shall receive the benefit of such savings.

(c) Tenant Responsibilities:

- (1) Tenant agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [966.4 (f)]
- (2) Tenant agrees not to use space heater in dwelling units. In the event that you lose heat to your unit due to a system failure, the HAB will provide a heat source for you.

**VII. Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease. With the prior written consent of PHA, members of the household may engage in legal profitmaking activities in the dwelling unit with the exception of daycare. [966.4(d)(1) & (2)]

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the PHA Administrator, for an extension of this provision. [966.4 (d)(1)]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease, THEN; PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

1. The status of each family is to be re-examined at lease once a year. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]
2. Tenant agrees to supply PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)]
3. Please notify your administrator immediately of any of the following changes:
  - (i) Loss or addition to the number of family members through birth, death, adoption, marriage or divorce
  - (ii) You or any family member goes to work
  - (iii) You or any family member stops working
  - (iv) You or any family member change jobs (from one company to another company)
  - (v) You or any family member becomes unemployed. When you get a "Letter of Determination of Benefits" take it to your Administrator to verify your benefits
  - (vi) You or any family member START receiving benefits (TANF, SS, SSI, SSDI, Unemployment, Child Support, Worker's Compensation, etc.) or you or any family member STOPS receiving benefits from any source.

- (vii) You or any family member receive a lump-sum payment for the delayed start of payments such as TANF, Child Support, SS, SSI, SSDI, Annuities, Insurance, Retirement, Pensions, Disability or Death Benefits or other similar payments. Report this information to your Administrator immediately so you rent can be adjusted.
- (viii) Disabled or elderly residents will need to furnish proof of ongoing "out-of-pocket" medical expenses. These are expenses that are not covered by Medicare, Medicaid, or supplemental insurance policies.

If you have daycare expenses (for children 12 years old and under or who are disabled) and you or your spouse work or go to school, this expense may be deducted from your income before your rent is calculated. Please provide your Administrator with a signed statement from your daycare provider stating the amount you actually pay for daycare and what period of time the expense covers. Only those "out-of-pocket" expenses not covered by other programs may be considered.

Failure to supply such information when requested is a serious violation of the terms of the lease and PHA may terminate the lease.

All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

PHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Housing Authority office. A copy of the policies can be furnished on request at the expense of the person making the request.

4. Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]
  - (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.
 

Tenant must report all changes in income amount or source within 10 days of the occurrence. Appointments for changes must be made by the 20<sup>th</sup> of each month and be completed on or before the 28<sup>th</sup> day of the month. Failure to report within the 10 days may result in a retroactive rent charge and/or termination of rental agreement.
  - (b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. PHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
5. All changes in family composition must be reported to the PHA Administrator within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge and/or termination. [966.4 (c)(2)]
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
  1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
  2. In the case of a rent increase (when a \$50.00 increase in monthly income occurs and is reported within 10 calendar days of the occurrence) the increase will become effective the first day of the 2<sup>nd</sup> month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition or failure to report an increase in income, PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred and/or termination.

(e) Transfers [966.4 (c)(3)]

1. Tenant agrees that if PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. PHA may move a Tenant to another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, PHA may transfer Tenant to another unit with the features requested at PHA's expense.
4. A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by PHA. Tenant shall be given 30 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, PHA may terminate the Lease. [966.4 (c)(3)]
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4(c)(4)]
7. PHA will consider any Tenant requests for transfers in accordance with the transfer policy established in the Admissions and Occupancy Policy.

**VIII. PHA Obligations** [966.4 (e)]: PHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (c)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4(e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and equipment, including elevators supplied or required to be supplied with PHA; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease; [966.4(e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by PHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When PHA is required to afford Tenant the opportunity for a hearing under the PHA Grievance Procedure for a grievance concerning a proposed adverse action:
  1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with [966.4(1)(3)] shall constitute adequate notice of proposed adverse action.

2. In the case of a proposed adverse action other than a proposed lease termination, PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process had been completed. [966.4(e)(8)]

**VIII. Tenant's Obligations:** Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]
- (b) 1. Not to give accommodation to boarders or lodgers; [966.4 (f)(2)]  
2. Not to give accommodation to long-term guests (in excess of 14 days per year) without the advance written consent of PHA. (A guest registration form must be obtained and completed prior to receiving written consent of PHA.)
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the lease, and not to use or permit its use for any other purpose. [966.4 (F)(3)]  

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)(3)(i)]
- (d) To abide by necessary and reasonable regulations promulgated by PHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the Housing Authority office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 ((f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.5(f)(6)] This includes keeping the yard watered, free of debris, litter, and snow removal in assigned areas. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. BE CAREFUL – water hoses left connected to the faucet may freeze during cold weather. Frozen faucets may lead to broken pipes. To avoid this danger, please remember to disconnect your hoses if there is even a possibility that it may freeze. You will be charged if the exterior faucet or piping is broken due to your neglect. [966.4(g)]
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by PHA. [966.4(f)(7)] To refrain from, and cause members of tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and equipment including elevators. [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.5(f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. Normal wear and tear does not include cuts, burns, holes, dents or stains of any size in the floor covering, cabinets, countertops, doors, woodwork, fixtures or appliances. [966.4(f)(10)]
- (k) Fences are installed at some of the premises for the safety of your family. It is your responsibility for closing the gates on entering or leaving the unit. If there are any damages to the gate or fences, it is your responsibility to notify the Housing Authority. It is also your responsibility to supervise family and guests at all times. If a gate or fence is broken or being repaired, ensure your family and guests are being watched. It is your responsibility.
- (l) To act, and cause household members or guests to act in a manner that will;
  1. Not disturb other residents' peaceful enjoyment of their accommodations. Remember, quiet hours are from 10:00 p.m. to 7:00 a.m. seven (7) days a week. Curfew is 10:00 p.m. for minors. If you experience any problems with noise, neighbors, etc., please write down the date, time and incident, and contact your Administrator with the information.

2. All family members/guests on the premises must be under direct adult supervision at all times. No one shall be allowed to play with B-B guns, bows and arrows, slingshots, or any other hazardous items on the premises. These could be grounds for an eviction. These items are hazardous to the safety of others and will be confiscated. No one shall be allowed to climb in trees or on the roofs of buildings.
  3. Be conducive to maintaining all PHA properties in a decent, safe, and sanitary condition. [966.4(f)(11)]
- (m) To assure that Tenant, any member of the household, a guest, or any other person under Tenant's control, shall not engage in:
1. Any criminal activity on or off the premises that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA, or;
  2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act). [966.4(f)(12)]
  3. Violent criminal activity committed on or off Management's property.
  4. Behavior that would indicate that the tenant or any member of the tenant's household abuses alcohol in such a manner that would interfere with the health, safety or right to peaceful enjoyment of the premises by the other residents.
- (n) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of PHA. Tape may remove the finish from doors, please do not tape anything on doors. To make no changes to locks or install new locks on any doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture nails are acceptable) without authorization by PHA. No nails or tacks are to be placed in any doors or woodwork.
- (o) To occupy the unit on a regular and continuous basis (5 days out of 7 days per week) and to be the tenant family's only place of residence. To give prompt prior notice to PHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week. If the tenant family fails to notify the Housing Authority of any absences of more than seven days, the Housing Authority may consider the property abandoned. During the absence of the tenant in excess of seven days, the Housing Authority may enter the dwelling unit at times reasonably necessary.
- (p) To act in a cooperative manner with neighbors and PHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff. Use of racial slurs may be cause for immediate termination.
- (q) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Montana anywhere on the property of PHA. Discharge of any firearm on PHA premises is grounds for immediate termination of the tenancy.
- (r) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon premises. Do not store anything around or on water heater or furnace/boiler. To refrain from disabling smoke detectors.
- (s) The burning of candles is absolutely not allowed. No open flames such as fondue pots, barbeques, incense burners, etc., are allowed in the dwelling units.
- (t) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (u) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit. No exterior TV or satellite dishes are allowed. Only PHA authorized personnel are allowed on roofs.
- (v) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.

- (w) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA's pet policy or Auxiliary Aide policy.
- (x) To remove from PHA property any vehicles without valid registration stickers. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site. All automobile tires must be inflated. Washing automobile on project site is not allowed. **Any visiting guests of the Tenant should park on the street, not in the parking spaces provided for the Tenant.** Trucks, trailers, or buses may be parked only with the written permission of the Housing Authority.
- (y) To remove any personal property left on PHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by PHA. Costs for removal, storage and disposal shall be assessed against the former tenant.
- (z) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to have contributed to any damage that occurs. Notify the Housing Authority immediately of any water leaks you are unable to clean up or stop. There are water shut-off valves behind each toilet, under each sink and laundry hookups if an emergency arises.
- (aa) When it has been established that damage to the premises, equipment or grounds is due to misuse or neglect by the resident, members of the household or guests, the resident will be charged for the damage. Residents will also be charged for all broken glass and for the replacement of damaged screens **REGARDLESS OF THE CAUSE**. The only exception to this is a filed police report indicating break-ins or vandalism done by others than those listed as family members or guests.
- (bb) Report any weather damage within twenty-four (24) hours.
- (cc) Keys, Lockouts, and Lock Change: You have been issued two keys to your unit. Should you lose the key to your unit, you may have another one made at the Housing Authority office for a fee. If you are locked out of your unit, please call 245-6391 during business hours and 248-4111 after hours. A charge will be assessed. Lock changes may be requested and a charge will be assessed. Mailbox keys are supplied by the post office.
- (dd)
  1. Not to commit any fraud in connection with any Federal housing assistance program, and
  2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (ee) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (ff) For each adult in the Tenant's household to perform at least 8 hours per month of qualifying community service (as specified by the PHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (gg) Exclusion Rule: The Housing Authority of Billings is committed to providing a safe and decent environment through HAB's property. Tenant agrees to HAB's reservation of the following rights to aid in providing a safe and decent environment throughout HAB's property.
  1. HAB reserves the right to prohibit non-HAB residents soliciting and/or trespassing on HAB property.
  2. HAB reserves the right to exclude non-residents, including but not limited to Tenant's guests who: (1) disturb other residents' peaceful enjoyment of their accommodations, community facilities, or other areas of HAB property; (2) engage in illegal or other activity which would impair the physical or social environment on HAB's property; (3) engage in any criminal activity threatening other residents, HAB employees, contractors, and/or law enforcement official's health, safety or peaceful enjoyment of HAB's properties; (4) engage in drug-related criminal activity on HAB property; (5) destroy, deface, damage or

remove HAB's equipment, vehicles, and/or any part of the dwellings, buildings, facilities, or other areas of HAB's properties; (6) engage in the illegal use or illegal possession of firearms and/or other offensive weapons on HAB's property; and/or (7) intentionally violate HAB's rules, regulations, policies, and/or procedures established for the benefit and well being of HAB's residents, property, and law enforcement officials.

3. Any Tenant who disagrees with HAB's excluding of a guest may submit the matter to the Grievance Procedure process.
4. Any person excluded under this Section shall be excluded for a period determined by the Executive Director or one (1) year from the date they are notified of the exclusion, whichever is shorter.

**X. Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4(h)]

PHA Responsibilities:

- (a) PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4(h)(2)]
- (b) PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4(h)(3)]
- (c) Tenant shall accept any replacement unit offered by PHA.
- (d) In the event PHA, as described above, cannot make repairs and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4(h)(4)]
- (e) If PHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the PHA Administrator of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. The Housing Authority recommends renter's insurance to insure your personal property against loss or theft. Personal property is not covered in the structural insurance we maintain on your unit. Please contact your insurance agent for more information. [966.4(h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.

#### **XI. Move-in and Move-out Inspections**

- (a) Move-in Inspection: PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement detailing the condition of the dwelling unit and outside area noting any equipment provided with the unit. The statement will be signed by PHA and Tenant and a copy of the statement retained in Tenant's folder. Note: when you vacate the unit, this report will be compared with the move-out inspection performed to determine the condition in which the unit was left. [966.4(1)]
- (b) Move-out Inspection: PHA will inspect the unit at least 48 hours prior to termination date and provide the tenant a written checklist of any additional cleaning or other items for which the tenant is responsible. Tenant and/or representative may join in such inspection. After the inspection, the tenant will have 48 hours to do additional cleaning or correct other items specified. If those items are not cleaned or remedied, tenant will be charged according to posted maintenance rate schedule. [966.4(i)]

Leave all issued equipment, including hoses, sprinklers, ice cube trays, and water keys. For single family homes in addition to the above listed items, also leave brooms, rakes, and shovel in unit upon your departure.

Return all keys to your unit to the Housing Authority office. If your lease terminates on a weekend, return your keys to the Housing Authority by 10:00 am Monday morning.

Please lock your windows and doors before turning your keys in to the Housing Authority.

In the winter months, make sure you leave heat on in your unit.

## **XII. Entry of Premises During Tenancy**

### (a) Tenant Responsibilities:

1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit to prospective tenants. [966.4(j)(1)]
2. When Tenant calls to request maintenance on the unit, PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

### (b) PHA's Responsibilities:

1. PHA shall give Tenant at least 48 hours written notice that PHA intends to enter the unit. PHA may enter only at reasonable times. [966.4(j)(1)]
2. PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4(j)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4(j)(3)]
4. Management and Maintenance will perform an annual preventative maintenance inspection.
5. Annual inspections of housing units are required by federal regulation. A letter is sent from the Housing Authority to advise you of the date of the inspection. Inspections of the dwelling unit and equipment will be made to determine whether repairs or maintenance are necessary to preserve the property in good working order. Report maintenance problems as they occur. Do not wait for this inspection to report any maintenance problems.

## **XIII. Notice Procedures**

- (a) Tenant Responsibility: Any notice to PHA must be in writing, delivered to the Housing Authority office or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- (b) PHA Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant. [966.4(k)(1)(i)].
- (c) PHA will give a 14-day notice to remedy lease violations as stated in Section 70-24-422 of the Montana Residential Landlord and Tenant Act.
- (d) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (e) If Tenant is visually impaired, all notices must be in an accessible format. [966.4(k)(2)]

**XIV. Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by PHA and Tenant.

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. [966.4(l)(2)]

Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due: [966.4(1)(2)]
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due. If a tenant fails to pay rent after a 14-Day Notice has been sent, the rental agreement will be terminated.

If two (2) 14-Day Notices to Vacate have been issued for non-payment of rent and a third failure to pay rent on time occurs within a six-month period, a 30-Day Notice to Vacate will be issued. Note: even if rent is subsequently received, the 30-Day Notice to Vacate for late payment breach will still be upheld. [966.4(1)(2)]

3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities. If the utilities are disconnected for non-payment, the PHA will allow you ten (10) days to get them reestablished. If they are not turned back on you will be issued a 30-day notice. [966.5(l)(2)]
  4. Misrepresentation of family income, assets, or composition; [966.4(c)(2)]
  5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations; [966.4(c)(2)]
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
  7. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer; (966.4(l)(2))
  8. Any fire on PHA premises caused by carelessness, unattended cooking, and/or burning candles. [966.4(l)(2)]
  9. Violation of the exclusion rule.
- (b) PHA shall give written notice of the proposed termination of the Lease of:
1. 14 days in the case of failure to pay rent;
  2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other tenants or PHA staff is threatened;
  3. 30 days if 14-day notice violation is not remedied. [966.4(l)(3)(i)(A), (B) & (C)]
  4. If substantially the same act or omission that constituted a prior non-compliance of which notice was given recurs within 6 months, a 30-day notice will be issued.
- (c) The notice of termination:
1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination or eviction. [966.4(l)(3)(ii)]
  2. When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with PHA's grievance procedures. [966.4(l)(3)(ii)]
  3. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
  4. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under PHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4(l)(3)(iv)]
  5. When PHA is not required to offer the Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance for PHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedures to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff for a drug-related criminal activity. [966.4(l)(3)(v)]
  6. PHA may evict Tenant from the unit only by bringing a court action. [966.4(l)(4)]

- (d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above. Tenant acknowledges that rent and utilities are payable for thirty days (30) days from the date Tenant notifies Management in writing of the intention to terminate tenancy. If rent becomes due after notice is given, the rent will be prorated for that period and shall be payable.
- (e) In deciding to evict for criminal activity, PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and/or the family members, and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(l)(5)]
- (f) When a PHA evicts a Tenant from a dwelling unit for criminal activity PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4(l)(5)(ii)]
- (g) Abandonment: If the tenant abandons the unit, the Housing Authority must wait a five-day period since first notice of such abandonment to remove the tenant's personal belongings and take possession. The Housing Authority will inventory and store the belongings. The Housing Authority will comply with applicable State of Montana notification requirements for abandoned property. Upon issuance of certified notification letter mailed to last known address, the tenant will have fifteen (15) days to contact the Housing Authority and remove possession. If the tenant fails to do so, the property will be disposed of or sold.

**XV. Waiver:** No delay or failure by PHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**XVI. Housekeeping Standards.** In an effort to improve the livability and conditions of the units owned and managed by PHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) PHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. PHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection PHA will notify Tenant in writing if he/she fails to comply with the standards. PHA will advise Tenant of the specific correction(s) required establishing compliance. Within a reasonable period of time, PHA will schedule a second inspection. A failed inspection will result in a charge to reinspect. Failure of a second inspection will constitute a violation of the lease terms and may result in eviction.
- (b) Tenant Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction. As in any home, keeping it free of roaches, insects and other pests is the responsibility of the resident. Extermination costs may be charged to the family.
- (c) Housekeeping Standards: Inside the Apartment

General—

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards. We suggest that you place coasters or pads under all legs of furniture that might indent floor covering.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.

Kitchen—

- (1) Stove: should be clean and free of food and grease. Don't use abrasive cleaning supplies that will damage porcelain or painted surfaces.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice. Your refrigerator should be defrosted and cleaned periodically. To do this, turn the dial to the "OFF" position, making sure you have a container under the freezing unit during the defrosting period. It is also helpful to clean the inside of the refrigerator weekly using a tablespoon or two of baking soda in your water. Please remember to wash the rubber stripping around the door to prevent deterioration. NEVER use an ice pick or sharp object to remove ice from a refrigerator or freezer compartment.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom—

- (1) Sewage Stoppage: To prevent problems with your sewer, please do not wash clothes in the bathtub. Lint from clothes washed in the bathtub can create sewer blockages. Please do not empty grease, tea leaves, or coffee grounds in the sink as they could also create sewer problems. Finally, please do not flush diapers, tampons, or other feminine sanitary products down the toilet.
- (2) Toilet and tank: should be clean and odor free.
- (3) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (4) Lavatory: should be clean.
- (5) Exhaust fans: should be free of dust.
- (6) Floor should be clean and dry.

Storage Areas—

1. Linen closet: should be neat and clean.
2. Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.

(c) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant. Once per week office personnel will drive through areas to review the condition of lawns and landscaping. If the exterior of your unit does not meet our standards, if you have garbage on your lawn, have failed to water lawn, have not shoveled snow, not cleaned oil spots in parking lot, a resident will be given twenty-four (24) hours to bring his/her unit up to standards.

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any item stored on the porch/patio shall not impede access to the unit. Storage of garbage, appliances, indoor furniture, motor vehicle parts, etc., is not allowed.

3. Steps (front and rear): should be clean and free of hazards.
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lot: should be free of abandoned cars; there should be no cars repaired in the lots; cars are not allowed to be washed on premises. The parking area is the responsibility of the resident to keep free of any oil spills, antifreeze spills, etc. If the resident does not keep areas cleaned, the Housing Authority will charge a flat rate each time it cleans.
7. Motorcycles shall not be allowed in the unit or driven on the sidewalks or yards. At scattered sites, all motorbikes must be parked in the parking area.
8. Hallways: should be clean and free of hazards.
9. Stairwells: should be clean and uncluttered.
10. Laundry areas: should be clean and neat. Remove lint from dryers after use.
11. Utility room: should be free of debris, motor vehicle parts, and flammable materials.
12. Access to water shutoffs and electrical panels must not be blocked.
13. Garbage Cans and Dumpsters: please place all garbage in dumpsters and keep dumpsters covered. The space around your dumpster must also be kept clean and free of debris. These two points are critical to avoid unsanitary conditions. If your garbage is not picked up, please call the City Sanitation Department. If you are discarding large objects (couches, bed frames, etc.), DON'T. You are responsible for removing these objects from the premises yourselves. Please do not store quantities of cans, newspapers, etc., in or around unit or storage sheds.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

## PART II: RESIDENTIAL LEASE AGREEMENT

**THIS AGREEMENT** is executed between the Housing Authority of Billings (herein called "PHA") and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as this date: \_\_\_\_\_.  
[966.4(a)]

**I. Unit:** That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at \_\_\_\_\_

(and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household.

**II. Household Composition:** The Tenant's household is composed of the individuals listed below. Each household member should be listed oldest to youngest. [966.4(a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship
Head	
1	
2	
3	
4	
5	
6	
7	
8	

**III. Term:** The term of this lease shall be one calendar year.

Beginning \_\_\_\_\_ and ending \_\_\_\_\_ and renewed as stipulated in Part I of the Lease.

**IV. Rent:** Initial rent (prorated for partial month) shall be \$\_\_\_\_\_. and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_ from PHA for Utility Reimbursement (for partial month) paid to the tenant for the period \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the sixth (6<sup>th</sup>) day of said month. A utility reimbursement of \$\_\_\_\_\_ per month (if applicable) shall be paid to the Tenant.  
[966.4(b)(1)]

- This is the flat rent for the Premises     
  This rent is based on the income and other information reported by the Resident

**V. Utilities and Appliances:**

a. Each tenant is responsible for his/her own utilities with the exception of water/sewer that will be paid by the Housing Authority. The Housing Authority will provide a utility allowance for the tenant that will be subtracted from the Total Tenant Payment (TTP). It is your responsibility to put utilities in your name before moving into the unit. Your payments for utilities are made directly to the utility company.

The exception to this is MT1-4, the St. John's Complex, where all utilities are paid by the Housing Authority and there is not a utility allowance deducted from the TTP. If a tenant resides at the St. John's Complex, a cost for excess utilities will be assessed if the tenant has additional appliances such as air conditioners, freezers, extra refrigerators, or waterbeds, etc. See attached listed excess utility charges.

b. Tenant agrees to maintain sufficient heat in the dwelling unit to prevent freezing of piped water. If, for any reason, Tenant is unable to maintain sufficient heat, Tenant shall immediately notify Management. Tenant will be charged for any damages resulting from Tenant's failure to maintain sufficient heat in the dwelling. Failure of the Tenant to maintain utility service to the dwelling shall render the dwelling substandard and be cause for termination of the tenancy.

- c. Management shall furnish the following services and equipment without additional cost:
  - KEYS: Two keys per household
  - SERVICES: Trash removal from dumpster, lawn mowing (complexes only)
  - EQUIPMENT: Stove, refrigerator and smoke detectors

**VI. Security Deposit:** Tenant agrees to pay \$\_\_\_\_\_ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3(b)(5)]

**VII. Execution:** By Tenant's signature below, tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of this lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT_____	DATE_____
CO-TENANT_____	DATE_____
CO-TENANT_____	DATE_____
CO-TENANT_____	DATE_____
PHA ADMINISTRATOR_____	DATE_____

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless this was fully disclosed to PHA before execution of the lease, or before PHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to PHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant's Signature

DATE \_\_\_\_\_

**ATTACHMENTS:**

If indicated by an (x) below, PHA has provided the tenant with the following attachments and information:

- ( ) Part I of this Lease
- ( ) Standard Maintenance Charges (May be updated)
- ( ) Excess Utility Allowance Lease Addendum
- ( ) Excess Utility Cost Schedule
- ( ) Condition of Premises
- ( ) Fair Housing, It's Your Right
- ( ) Single Family Home Lease Addendum
- ( ) Community Service Packet
- ( ) Helpful Phone Numbers
- ( ) Other \_\_\_\_\_
- ( ) Pet Policy
- ( ) Auxiliary Aide Policy
- ( ) Grievance Procedure (May be updated)
- ( ) Mold Disclosure
- ( ) Protect Your Family From Lead in Your Home
- ( ) Violent & Sex Offender Notification Website
- ( ) Reasonable Accommodation Packet
- ( ) Live-In Aide Addendum
- ( ) Deposit Addendum

**II. STATEMENT ON RECEIPT OF INFORMATION**

I/we have received a copy of the above information. The above information has been thoroughly explained to me/us.

_____	Date _____
Tenant's Signature	
_____	Date _____
Co-Tenant's Signature	
_____	Date _____
Co-Tenant's Signature	
_____	Date _____
Co-Tenant's Signature	

OFFICE ADDRESS: 2415 First Avenue North HOURS 8:00 am – 5:00 pm

TELEPHONE NUMBER: 406-245-6391  
FAX: 406-245-0387  
MT RELAY: 711 – for Hearing Impaired

EMERGENCY MAINTENANCE TELEPHONE NUMBER: 406-248-4111  
Monday thru Friday after 4:30 p.m., weekends and holidays

1. The Housing Authority of Billings does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.
2. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development/s regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Lucy Brown, Executive Director  
Name

2415 First Avenue North  
Address

<u>Billings</u>	<u>MT</u>	<u>59101</u>
City	State	Zip

(406) 245-6391  
Telephone – Voice

(406)-711 (Montana Relay)  
Telephone – Hearing Impaired

(406) 245-0387  
FAX

## HELPFUL PHONE NUMBERS

Maintenance Work Orders	
During Maintenance Hours 8:00 am – 4:30 pm	245-6391
AFTER HOURS EMERGENCY MAINTENANCE	248-4111
Police Department - Emergency	911
Police Department – Non-emergency	657-8200
Fire Department	911
Ambulance	911
Civil Defense	911
Northwestern Energy (electricity outage and customer service)	1- 888-467-2669
MDU (gas leaks and customer service))	1-800-638-3278
OPA (welfare office)	237-0520
HRDC	247-4732
Deering Clinic	247-3350
Family Services	259-2269
WIC	247-3370

**MAINTENANCE LABOR RATE CHARGES**  
(Effective June 1, 2004)

Charges not on this list will be charged out at time and materials basis with the time charged figured by the hourly rate of the maintenance position classification assigned to do the work or by the actual contract price of the contractor hired to do the job. An overtime rate of 1-1/2 times the hourly rate will be used to calculate charges for after hours work with a 1 hour minimum charge.

**LABOR RATES**

<u>Position</u>	<u>Rate Per Hour</u>
Maintenance	\$ 20.86
Maintenance II	14.81
Maintenance Painter	25.15
Groundskeeper	12.36

**CHARGES**

Watering Yards	\$5.21 each occurrence
Shoveling Snow (Labor)	\$5.21 Minimum, \$20.86 per hour
Oil spots – Flat Charge	\$25.00 each time
Lock change – Flat Charge	\$25.00 each time
Lock Out	\$5.21 during maintenance hours \$31.29 after maintenance hours
Keys	Actual cost plus \$5.21 if delivered
Failure to return checked out key	\$12.00
Cleaning (Labor)	\$14.81 per hour
Cleaning Hallways (Laundry Room) Labor	\$14.81 per hour
Maintenance hourly wage	\$20.86 per hour
Lawn Mowing (Labor)	\$12.36 per hour per man
Prefinished Door (Labor)	\$10.43 per door
Unfinished Door (stain and varnish) Labor	\$20.86 per door
Screens (Labor)	\$5.21 per screen
Garbage Pick-up (1 hour min.)	\$20.86 per hour

Carpet will be replaced based on depreciation of current replacement cost.

**EXCESS UTILITY CHARGES**  
**Effective June 1, 2004**

MONTHLY CHARGES TO TENANTS AT ST. JOHNS COMPLEX - MT 1-4 FOR MAJOR APPLIANCES:

AIR CONDITIONER	\$23.25
FREEZER	\$3.98
AUTO DEFROST FREEZER	\$6.02
WATERBED	\$14.20
HEADBOLT HEATER	\$16.90

## **C. ISSUING, EXTENDING, AND DENYING HOUSING CHOICE VOUCHERS, AND TERMINATING ASSISTANCE;** 24 CFR 982.301, 982.302, 982.303, 982.552, 982.553

- 1. ISSUANCE** ( 24 CFR 982.302) Families will be issued Housing Choice Vouchers in a nondiscriminatory fashion, as their names come up on the waiting list. The normal rotation of the waiting list is time and date of application, or if any preferences are identified in this plan.

When the family finds a unit they must submit to HAB a request for lease approval and a copy of the proposed lease. The family shall only be allowed to submit one request for lease approval at a time.

### **a. Briefings** - ( 24 CFR 982.301 )

Families will be notified by mail that a briefing will be conducted and that if they wish to participate in the program they must attend. The families will be advised that if they don't attend the scheduled briefing and fail to contact the HAB before the briefing, unless there are extenuating circumstances ( i.e., a death in the family, medical, etc.), their name will be removed from the waiting list.

Briefings will be conducted in a group setting whenever possible, depending upon the number of vacant Housing Choice Vouchers available. The purpose of the briefing is to acquaint the families with the operation of the programs and provide them with all the tools necessary to successfully become participants of the programs. The Briefing Packet will contain all the required information and documents, including a list of available rental rehabilitation properties. A full explanation will be given of each item. It will be made clear to all applicants that the Housing Choice Voucher will expire at the end of 60 days and that they must successfully complete their housing search within that time.

**b. Term of Housing Choice Vouchers** - ( 24 CFR 982.303 ) -The initial term of a Housing Choice Voucher is 60 days. The HAB will not suspend or stop the clock on the term of the Voucher.

- 2. EXTENSIONS** - 24 CFR 982.303 Vouchers will only be extended under the following circumstances:

- a. If the Family or disabled family or individual can verify extenuating circumstances or is a hard-to-house family, and through their contact with the office staff can clearly demonstrate that they made every effort to secure a suitable unit, and
- b. The family has not refused a suitable unit without good cause, and

c. There is a reasonable possibility that an extension of the Voucher will result in an approved lease and the execution of the Housing Assistance Payment contract.

d. The family or individual must contact the HAB in writing prior to the end of the sixty day leasing period if they are going to request an extension be granted. The reason for the extension should detail the extenuating reason(s) for needing more time.

**3. DENIAL OR TERMINATION OF HOUSING CHOICE VOUCHERS ( 24 CFR 982.552, 982.553 )** The Housing Authority of Billings *may* at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the grounds stated in 24 CFR 982.552, 982.553.

Denial of assistance for an applicant may include any or all of the following: denying listing on the PHA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.

**The HAB will deny admission or terminate assistance for any of the following grounds:**

1. Illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents;
2. For a family evicted from housing assisted under the program for serious violation of the lease;
3. If any member of the family fails to sign and submit consent forms for obtaining information in accordance with part 5 of 24 CFR.  
The participant is responsible for the signing and submitting of consent forms by all family members. The consent form is required to be signed by all required family members when there has been a change in family composition adding new family member who is 18 years of age or older, or when a current member of a family turns 18 years of age:
  - (a) Before participation in the program is allowed, and;
  - (b) At regularly scheduled annual income reexaminations, and;
  - (c) At the time of an interim exam, including for income and family composition changes.
1. If any family member fails to submit required evidence of citizenship or eligible immigration status.
2. If the family violates any family obligation under the program;
3. If any member of the family has been evicted from federally assisted housing in the last five years;
4. If a PHA has ever terminated assistance under the program for any member of the family;
5. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

6. If the family has not reimbursed any PHA for amount paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
7. If the family breaches an agreement with the PHA to pay amounts owed to a PHA or amounts paid to an owner by a PHA;
8. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel;
9. If the family has been engaged in criminal activity or alcohol abuse as described in 982.553.
10. If any member of the family fails to report income, they will generally not be terminated from assistance unless their failure to report results in an under reporting of over \$1,500.00 of income.
11. If the participant fails to respond to a request for a reexamination, after the second attempt to contact without success, HAB will terminate assistance. HAB will take into account extraordinary circumstances before initiating termination.
12. If the participant fails to appear for a scheduled appointment without canceling or rescheduling the appointment, the HAB will terminate assistance.
13. If HAB has paid a damage repair claim on behalf of participant, where the HAB approved the amount of allowable tenant damage repair and or cleaning cost exceeds \$1,500.00
14. If the payment termination was a result of TTP being higher than the gross (0 HAP) and one full year has passed since last payment on the contract was made, for the contracts signed pre-10/1/95, six months for contracts signed post - 10/1/95.
15. If a participant will not provide Social Security numbers or documentation for Social Security number for all family members.
16. Family members will not be allowed to remain in over-occupied units, which result from family size changes and make their unit not meet occupancy standards. Those families refusing to move will be terminated from the program.
17. If a client enters into a repayment agreement due to unreported income, damages or any other program requirement, they must remain current on their payments. The monthly payments will be due by the 5<sup>th</sup> of each month. If payment is not received by the 5<sup>th</sup> of the month, the client will be sent a 30-day notice to pay in full or they will be terminated from the Section 8 Program. If terminated from the program, the remaining amount owing will be immediately sent to collection.

HAB and HUD must be allowed to inspect a rental unit at reasonable notice. The family is notified of the inspection or makes arrangements to have an adult family representative or the landlord present. If the family misses the inspection appointment, and does not arrange for the representative or the landlord to be there, one more inspection (or re-inspection) appointment will be scheduled. If the family misses two inspection appointments, HAB will consider the family to have violated a family obligation and their assistance will be terminated, following the termination of assistance procedures.

**a. Denial of admission and termination of assistance for criminals and alcohol abusers:**

1. The HAB will prohibit admission to the program of an applicant for three (3) years from the date of eviction if a household member has been evicted from federally assisted housing for drug-related criminal activity;
2. HAB will prohibit admission if any household member is currently engaging in illegal use of a drug;
3. If HAB determines that it has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents;
4. If Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
5. The HAB will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under State sex offender registration program.

**b. The HAB will prohibit admission of a household to the program if the HAB determines that any household member is currently engaged in, or has engaged in during the previous three (3) years from admission: (( or if incarceration occurred during the above three (3) year period, the applicant must have been released from incarceration for at least one year prior to admission)):**

1. Drug-related criminal activity;
2. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
3. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

**c. The HAB will deny all applicants and terminate all participants who are required to register as a violent offender.**

Evidence of criminal activity. In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the HAB may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

# HAB Policies For Owners.

## 24 CFR 982 Housing Choice Voucher Program

*Similar Terms (synonyms) in this document:*

**Tenant, Family, Lessee and Participant** have the same meaning.

**Owner, Landlord, Property Manager and Lessor** have the same meaning.

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- I. Collection Of Amounts Owed HAB By Owners.

## A. SUITABILITY AND SCREENING OF TENANT.

1. Housing Choice Voucher Program. 24 CFR 982.307. Listing a family (tenant) on the HAB wait list, or selecting a family for participation in the Section 8 program, is not a representation by HAB to the Owner about the family's expected behavior, or the family's suitability for tenancy. At or before HAB approval of a tenancy, the HAB must inform the owner that the HAB has not screened the family's behavior or suitability for tenancy and that such **screening of tenants is the owner's responsibility**. Owners are encouraged to screen families on the basis of their tenancy histories.

An owner may consider a family's background with respect to such factors as:

- 1) Payment of rent and utility bills;
- 2) Caring for a unit and premises;
- 3) Respecting the rights of others to the peaceful enjoyment of their housing;
- 4) Drug related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
- 5) Compliance with other essential conditions of tenancy.

**The HAB local field agent must give the owner:**

- 1) The family's current and prior address (as shown on HAB records); and
- 2) The name and address (if known to the local field agent) of the owner at the

family's current and prior address.

HAB recommends that prospective owners request references from all prospective tenants, whether they are Section 8 or not.

## **B. SECURITY DEPOSITS**

1. Housing Choice Vouchers. 24 CFR 982.313 The owner may collect a security deposit from the tenant. The HAB will prohibit security deposits in excess of private market practice for the local area, or in excess of amounts charged by the owner to unassisted tenants.

When a tenant moves out of a dwelling unit, the owner, subject to State or Local Law may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **C. OWNER RESPONSIBILITIES.** (24 CFR 982.452)

The owner is responsible for performing all owner's obligations under the HAP contract and lease.

- 1) performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
- 2) maintaining the unit in accordance with Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance;
- 3) complying with equal opportunity requirements;
- 4) preparing and furnishing to HAB information required under the HAP contract;
- 5) collecting from the family:
  - a) Any security deposit;
  - b) tenant contribution (the part of rent to owner not covered by the HAB

- housing assistance payment)
- c) Any charges for unit damage by the family.
- 6) enforcing tenant obligations under the lease.
- 7) paying for utilities and services (unless paid by the family under the lease).
- 8) for provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, under 24 CFR 100.203.

**Breach of the HAP Contract by the Owner.** 24 CFR 982.453. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

- 1) If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
- 2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the Housing Act of 1937 (42 USC 1437f).
- 3) If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- 4) For projects with mortgages insured by HUD, or loans made by HUD, if the owner has failed to comply with regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the mortgage or loan.
- 5) If the owner has engaged in drug trafficking.
- 6) if the owner has committed any violent criminal activity.

**HAB rights and remedies against the owner** under the HAP contract include:

- 1) recovery of overpayments,
- 2) abatement or other reduction of housing assistance payments,
- 3) termination of housing assistance payments, and
- 4) termination of the HAP contract.

## **D. PAYMENTS TO OWNERS.**

1. **Owner Rent Payments.** **HAB will normally make monthly payments to Owners on or before the fifth of each month.** These payments will only be made if a HAP Contract has been executed. The payments will cover the difference between the Contract Rent and the tenant share of rent and will reflect changes in family income, composition or housing cost that have been reported to HAB by the 15th of the preceding month.

2. **Vacancy Payments.**

**a) Housing Choice Vouchers.** No vacancy payments are allowed for units leased in the Voucher Program. If a participant moves without notice, the owner may keep

the HAP for the remainder of the month if the tenant moves prior to the last day of the month. If the landlord releases the tenant, HAP assistance will end on the day the tenant is released. If the landlord or tenant gives an eligible 30-day notice, the HAP contract and assistance ends the day of the lease termination. Any overpayments will be due the HAB.

## **E. RENT ADJUSTMENTS.**

### **1. Annual Adjustments.**

a. Housing Choice Vouchers (24 CFR 982). The rent to owner may not be increased during the first year of the lease.

An owner may request an annual rent increase on or after each annual anniversary date of the HAP contract if, during the year before the annual anniversary date, the owner has complied with all requirements of the HAP contract, including compliance with the HQS.

The **rent to owner will only be increased** for housing assistance payments covering months **commencing on the later of:**

1. the first day of the first month commencing on or after the contract anniversary date (if notice was received by the PHA at least 60 days prior to the anniversary date); or
2. the first day of the next month commencing at least sixty days after the PHA receives the owner's request.

The adjusted rent to owner will equal the lesser of:

1. The reasonable rent as most recently determined by the PHA; or
2. The amount requested by the owner.

In making the annual adjustment, the pre-adjustment rent to owner is not to include any previously approved special adjustments.

## **F. CORRECTING HQS DEFICIENCIES.**

1. Housing Choice Vouchers. Each unit under lease is subject to annual and special housing quality standards inspections by HAB, and special inspections by H.U.D..

### **a. Owner HQS Obligations**

- (1) The owner must maintain the unit in accordance with HQS.
- (2) If the owner fails to maintain the dwelling unit in accordance with HQS, HAB must take prompt and vigorous action to enforce the owner obligations. Remedies include

termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

(3) HAB will not make any housing assistance payments for a unit failing to meet HQS, unless the owner corrects the defect within the period specified by HAB and HAB verifies the correction. If life threatening, the owner must correct the defect in 24 hours. For other defects, the owner must correct the defect in the period allotted by HAB.

(4) The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible (24CFR982.404(b) and 982.551(c)). (However, HAB may terminate assistance to a family because of HQS breach caused by the family.)

#### **b. Family HQS Obligations**

(1) The family is responsible for a breach of HQS caused by:

(i) The family fails to pay for any utilities the owner is not required to pay for, which are to be paid by the tenant; or

(ii) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

(iii) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

(2) If an HQS breach caused by the family is life threatening, the family must correct the defect in 24 hours. For other family-caused defects, the family must correct the defect in the period allotted by HAB.

(3) If the family caused a breach of HQS, HAB must take prompt and vigorous action to enforce the family obligations. HAB may terminate assistance for the family under 24CFR982.552.

### **G. MUTUAL LEASE RESCISSION.**

If an owner and a family wish to release each other from a Lease prior to the end of the lease term, a mutual rescission can be negotiated between them. This agreement has to be signed by both parties and include:

1. Date of Lease rescission;

2. Understanding that the Housing Assistance Payment Contract will cease effective on the date of mutual rescission;

3. If the family remains in the unit beyond the effective date of the rescission, the family is solely responsible for rent or other charges due;

and 4. Understanding that Housing Assistance Payment amounts to the owner, related to any portion of the current month remaining after the date of rescission, must be returned to HAB.

## H. TERMINATIONS AND EVICTIONS.

If a participant tenant family accepts a "Notice to Pay Rent or Quit" as an eviction, and moves based on the notice, HAB, for tenant eligibility purposes, will consider the move based on the notice as a move by the tenant with proper notice, the same as if the tenant had given written 30 day notice. In this case HAB will not then give the owner a 30 day notice.

Tenants may terminate the Lease for any cause after the completion of one year of the Lease. If after completion of one year of the Lease the Tenant wishes to terminate the Lease, the Tenant must give the Owner at least thirty days written notice but not more than sixty days prior to vacating the unit. A copy of this notice must be sent to HAB.

Owners are required to report tenant vacancies to HAB promptly to prevent excessive payments.

**Owner termination of lease:** During the term of the lease, the owner may not terminate the tenancy except on the following grounds:

- 1) Serious or repeated violation of the terms and conditions of the lease;
- 2) Violations of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
- 3) Other Good Cause.

The family is not responsible for payment of the portion of the rent to owner covered by the HAP contract between the owner and HAB. **An HAB failure to pay the housing assistance payment to the owner is not a violation of the lease between the tenant and the owner.** During the term of the lease the owner may not terminate the tenancy of the family for non-payment of the HAB housing assistance payment.

Any of the following types of criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy:

- 1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of:
  - a) the premises by other residents; or
  - b) their residences by persons residing in the immediate vicinity of the premises; or
  - c) any drug related criminal activity on or near the premises.

During the first year of the lease term, the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did, or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause based on any of the following grounds:

- a) failure by the family to accept the offer of a new lease or revision;
- b) the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit;
- or c) a business or economic reason for termination of the tenancy.

**Owner notice - Notice of grounds:** The owner must give the tenant a written notice that specifies the grounds for termination of tenancy. The notice must be given at or before commencement of an eviction action. The notice of grounds may be included in, or may be combined with an owner eviction notice to the tenant.

**Eviction notice :** A notice to vacate, or a complaint or other official pleading used under state or local law to commence an eviction action. The owner must give HAB a copy of any owner eviction notice to the tenant. The owner may only evict the tenant from the unit by instituting a court action.

**"Other Good Cause" for termination of tenancy by the owner** may include, but is not limited to any of the following examples:

- 1) Failure by the Family to accept the offer of a new lease or revision;
- 2) a Family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises;
- 3) The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
- 4) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental)(90 day notice is required).

## **I. COLLECTING OVERPAYMENT AMOUNTS OWED THE HAB.**

HAB will contact the Owner by mail and/or phone and request repayment.

1. If the owner does not repay immediately, and is continuing in Section 8 with other tenants, HAB will automatically reduce payments due the owner for other tenants in the amount due the program until the debt is satisfied.
2. If the owner does not arrange repayment within 30 days, and does not continue in the program, HAB will request the State Auditor attach any state warrant issued to the owner to satisfy the debt.
3. If the amount is \$750 or over, and is not repaid within 120 days, HAB will refer the debt to the FBI or HUD Inspector General for possible investigation and collection.

*HAB Policies For Section 8 Owners (Landlords).*

## **O. VOUCHER PAYMENT STANDARD ADJUSTMENTS;** (24 CFR 982.503).

HAB will review voucher payment standards by bedroom size on an annual basis within 90 days after receiving new FMR tables from HUD each year.

Voucher payment standards will be adjusted annually, or sooner, when HAB determines the need, based on lease rates:

1) downward to equal 110% of the latest FMR, if the current Payment Standard exceeds 110% of the new FMR for the bedroom size;

or, 2) upward to equal 100% of the latest FMR, if the current Payment Standard is less than 100% of the equivalent FMR;

or, 3) upward if a change in a smaller bedroom size payment standard causes a larger bedroom size to have a lower payment standard in the same FMR area.

or, 4) upward if greater than 30% of participant rent burdens exceed 30% of adjusted incomes.

or, 5) upward to 120% with HUD field office approval if needed as a reasonable accommodation for a person with disabilities. This includes any family member, not just head of household or spouse.

**Housing Authority of Billings  
Payment Standard  
12/01/2005**

**CR/GR RENT COMPARISON AVERAGES  
FOR VOUCHER PAYMENT STANDARDS**

<b><u>BDRM SIZE</u></b>		<b><u>CONTRACT RENT</u></b>	<b><u>GROSS RENT</u></b>	<b><u>HUD Final FMR 100%</u></b>	<b><u>HAB PROPOSED PS AT</u></b>		<b><u>CURRENT AVG HAP</u></b>
0	(0)	0	0	376	105%	395	-0-
1	(226)	429	467	447	109%	487	262
2	(189)	543	623	578	110%	635	370
3	(86)	656	754	780	100%	780	458
4	(27)	780	903	939	104%	977	526
5	(4)	787	1194	1080	110%	1188	817
6	(1)	772	931	1221	100%	1221	-0-
Mobile Home Pad					100%	231	

