

**Capital Fund Program
(CFP) Amendment**

To The Consolidated Annual Contributions
Contract (form HUD-53012)

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

Whereas, (Public Housing Authority) Minot Housing Authority (ND017) (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions

Contract(s) ACC(s) Number(s) C-859

dated: 1/22/1955

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing developments in order to ensure that such developments continue to be available to serve low-income families:

\$ 346,003 for Fiscal Year 2007 to be referred to under Capital Fund Grant Number ND06P01750107

PHA Tax Identification Number (TIN). On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number _____

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA developments. This amendment is a part of the ACC(s).

2. The capital and management activities shall be carried out in accordance with all HUD regulations and other requirements applicable to the Capital Fund Program.

3. (Check one)

a. In accordance with the HUD regulations, the Annual PHA Plan has been adopted by the PHA and approved by HUD, and may be amended from time to time. The capital and management activities shall be carried out as described in the Annual PHA Plan Capital Fund Annual Statement.

OR

b. The Annual PHA Plan has not been adopted by the PHA and approved by HUD. The PHA may use its CFP assistance under this contract for work items contained in its 5-Year Plan, before the Annual PHA Plan is approved.

For cases where HUD has approved a Capital Fund Financing Amendment to the ACC (CFF Amendment attached), HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee (Trustee Agreement attached) within 3 days of the due date.

Whether 3.a or 3.b is selected above, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the United States Housing Act of 1937, as amended, (the "Act") and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation).

4. Subject to the provisions of the ACC(s) and paragraph 3. and to assist in the capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

5. The PHA shall continue to operate each development as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities and for a period of forty years after the last distribution of CFP assistance for development activities. However, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any development(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, for a period of ten years following the last payment of assistance from the Operating Fund to the PHA, no disposition of any development covered by this amendment shall occur unless approved by HUD.

6. The PHA will apply for the entire CFP assistance amount for this FY. If the PHA does not comply with any of its obligations under this Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

7. Implementation or use of funding assistance provided under this Amendment is subject to attached corrective action order(s).

(mark one) : Yes No

8. The PHA acknowledges its responsibility for adherence to this Amendment by subgrantees to which it makes funding assistance herein available.

The parties have executed this Agreement, and it will be effective on 9/13/2007. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development	PHA Executive Director
By _____	By <u>[Signature]</u>
Date: _____	Date: <u>9/6/07</u>
Title _____	Title <u>Executive Director</u>

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

PHA Name: **MINOT HOUSING AUTHORITY**

Grant Type and Number:
 Capital Funds Program No. **ND 06P 017 501 07**
 Replacement Housing Factor Grant No:

FFY of Grant Approval **2008**

Original Annual Statement Reserve for Disaster / Emergencies Revised Annual Statement / Revision No. 1 / Performance & Evaluation Report for Program Year Ending
 Final Performance & Evaluation Report

Line No.	Summary by Development Account	total Estimated Cost		Total Actual Cost (2)	
		Original	Revised (1)	Original	Expended
1	Total Non-CFP Funds				
2	1406 Operations (May not exceed 20% of line 20)	20,000.00	20,000.00		
3	1408 Management Improvements Soft Costs	48,000.00	48,000.00		
4	Management Improvements Hard Costs				
5	1410 Administration	37,000.00	37,000.00		
6	1411 Audit	0.00	0.00		
7	1415 Liquidated Damages	0.00	0.00		
8	1430 Fees and Costs	0.00	0.00		
9	1440 Site Acquisition	0.00	0.00		
10	1450 Site Improvement	3,000.00	3,000.00		
11	1460 Dwelling Structure	211,434.00	211,434.00		
12	1465.1 Dwelling Equipment – Non expendable	4,600.00	4,600.00		
13	1470 Non-Dwelling Structures	2,000.00	2,000.00		
14	1475 Non-Dwelling Equipment	9,000.00	16,786.00		
15	1485 Demolition	0.00	0.00		
16	1490 Replacement Reserve	0.00	0.00		
17	1495.1 Relocation Costs	0.00	0.00		
18	1498 Mod used for Development	0.00	0.00		
19	1502 Contingency (May not exceed 8% of line 20)	3,183.00	3,183.00		
20	Amount of Annual Grant (Sum of lines 2 – 19)	338,217.00	346,003.00		
21	Amount of line 20 Related LBP Activities	0.00	0.00		
22	Amount of line 20 Related to Section 504 Compliance	0.00	0.00		
23	Amount of line 20 Related to Security-Soft Costs	45,000.00	45,000.00		
24	Amount of line 20 Related to Security-Hard Costs	0.00	0.00		
25	Amount of line 20 Related to Energy Conservation Measures	176,034.00	176,034.00		
26	Collateralization Expenses or Debt Service	0.00	0.00		

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

PHA Name: MINOT HOUSING AUTHORITY		Grant Type and Number: Capital Funds Program No. ND 06P 017 501 07 Replacement Housing Factor Grant No:		FFY of Grant Approval 2008		
Development Number/Name PHA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original Revised (1)	Total Actual Cost Funds Obligated (2) Expended (2)	Status of Proposed Work (2)
ND-017-002						
Milton Young	Parking Lot Upgrades	1450	3	1,000.00	1,000.00	
	Boiler Upgrade	1460	Multiple	165,434.00	165,434.00	
	Plumbing Upgrades	1460	Multiple	2,000.00	2,000.00	
	Appliance Upgrades	1465.1	Multiple	2,600.00	2,600.00	
			SubTotal	171,034.00	171,034.00	
ND-017-005						
Family Housing	Floor Covering	1460		10,000.00	10,000.00	
	Furnaces & Water Heaters	1460	Multiple	6,000.00	6,000.00	
	Interior Upgrades (doors, trim,etc)	1460	Multiple	4,000.00	4,000.00	
	Replace Ext Doors, Locks, Storm	1460	Multiple	6,000.00	6,000.00	
	Garage Project	1460	Multiple	18,000.00	18,000.00	
	Appliance Upgrades	1465.1	Multiple	2,000.00	2,000.00	
			SubTotal	46,000.00	46,000.00	
PHA WIDE						
	Operations	1406		20,000.00	20,000.00	
	Administration	1410		37,000.00	37,000.00	
	Site Work/Concrete/Landscaping	1450	Multiple	2,000.00	2,000.00	
	Community Space Upgrades	1470	Multiple	2,000.00	2,000.00	
	Office Furniture & Equipment	1475.1	Multiple	1,000.00	8,786.00	
	Maint. Tools & Equipment	1475.2	Multiple	2,000.00	2,000.00	
	Com Space Equip & Furniture	1475.3	Multiple	2,000.00	2,000.00	
	H-Ware (Improve Rent Collection)	1475.4	Multiple	4,000.00	4,000.00	
	Contingency	1502		3,183.00	3,183.00	
			SubTotal	73,183.00	80,969.00	
MANAGEMENT						
	Security Guard Service	1408		45,000.00	45,000.00	
	Training:Preventive Maint & CFP Staff	1408		2,000.00	2,000.00	
	Computer Software	1408		1,000.00	1,000.00	
			SubTotal	48,000.00	48,000.00	
			TOTALS	338,217.00	346,003.00	

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 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part III: Supporting Pages

PHA Name: MINOT HOUSING AUTHORITY		Grant Type and Number: Capital Funds Program No. ND 06P 017 501 07 Replacement Housing Factor Grant No:			FFY of Grant Approval 2008
Development Number/Name PHA – Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates (2)
	Original	revised (1)	Original	Revised (1) Actual (2)	
ND-017-002 Milton Young Towers & MHA Office Bldg.	07-18-10		07-18-12		
ND-017-005 Family Housing	07-18-10		07-18-12		
PHA WIDE	07-18-10		07-18-12		
MANAGEMENT	07-18-10		07-18-12		