

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

### MEETING NOTICE AND AGENDA Community Development Authority August 23, 2017 at 4:30 pm The Forum Beloit City Hall 100 State Street

- 1. Call to Order and Roll Call
- 2. Citizen Participation
- Review and Consideration of the Minutes of the Special Meeting held on July 28, 2017
- 4. Housing Authority
  - a. Presentation of June Activity Reports (Pollard)
  - b. Presentation of June Financial Reports (Pollard)
  - c. Review and Resolution 2017-20, Authorization the Beloit Housing Authority to Apply for the Family Self-Sufficiency (FSS) Program under the Resident Opportunity and Self-Sufficiency Program (ROSS) (Pollard)
  - d. Review and Consideration of Resolution 2017- 21, Authorizing the Beloit Housing Authority to Implement the Updated Public Housing Residential Lease and Rules of Occupancy (Dunn)
- 5. Community and Housing Services
  - a. Review and Consideration of Resolution 2017-22, Approving the Sale of 311 Locust Street (Downing) **Staff Report will handed out at the meeting.**
  - b. The CDA will adjourn to a workshop to hear presentations from CDBG Applicants for the 2017 Community Development Block Grant funding (Downing)
- 6. Adjournment

If you are unable to attend this meeting, notify Ann Purifoy in the Housing Authority Office at 364-8740 no later than 4:00 PM the day before the meeting.

Notice Mailed: August 17, 2017 Approved: Julie Christensen, Exec. Director

<sup>\*\*</sup> Please note that upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.

Minutes Beloit Community Development Authority 100 State Street, Beloit WI 53511 July 28, 2017 12:00 PM

The regular meeting of the City of Beloit Community Development Authority was held on Friday, July 28, 2017 in the Third Floor Community Room at Beloit Housing Authority.

### 1. Call to Order and Roll Call:

Meeting was called to order by Commissioner Baker at 12:24 p.m.

**Present:** Commissioners Baker, Evans, Ellison and Leavy (by phone)

**Absent:** Commissioners Forbeck, DeBrock and Kinzer

**Staff Present:** Cathy Pollard and Clinton Cole

### 2. <u>Citizen Participation:</u>

None

### 3. Review and Consideration of the Minutes of the Regular Meeting held on June 28, 2017

There was no discussion of the minutes. A motion was made by Commissioner Baker and seconded by Commissioner Ellison to approve the minutes of the Regular Meeting held on June 28, 2017.

Motion carried unanimously.

### 4. **Housing Authority:**

### a. Presentation of May Activity Report

Cathy Pollard, Beloit Housing Authority Director, gave a brief summary of the report. The Public Housing Program has experienced vacancies but units are being filled as soon as a vacancy happens. However, June will have a high vacancy due to tenant lease violations.

BHA is still not issuing any new Section 8 Vouchers at this time due to HUD funding issues.

### b. Presentation of April Financial Report

Cathy Pollard gave a brief summary of the report. LIPH is showing a deficit due to the volume of expenses going through the 100 account. These expenses are reconciled bi-annually.

Both Phase 1 and Phase to are showing surpluses at this time. All Reserves are stable.

c. Review and consideration of Resolution 2017-18, Acceptance of Capital Fund Grant W139-PO64-50117 in the Amount of \$252,344

Cathy Pollard, BHA Director, presented the staff report and recommendation.

HUD has released the 2017 AAC. BHA has been offered a contract for \$252, 344. These monies will be used to maintain and repair public housing properties and to supplement public housing admin costs.

Commissioner Leavy moved and Commissioner Ellison seconded a motion to approve Resolution 2017-18. Motion carried unanimously.

d. Review and Consideration of Resolution 2017-19, Approval of 2016 Second Quarter Write-offs

Cathy Pollard, BHA Director presented the staff report and recommendation.

Per HUD's recommendation, BHA quarterly writes off outstanding public housing tenant debts. These debts will be turned over for collection and reported to the HUD Happy Software System. The amount written off for the 2017 Second Quarter is \$6,364.41.

Commissioner Ellison moved and Commissioner Evans seconded a motion to approve Resolution 2017-19. Motion carried unanimously.

e. <u>Discussion of Changes to the Public Housing Lease and the Public Housing Rules of Occupancy</u>

Cathy discussed the need for verbiage changes in the Public Housing Lease and Rules of Occupancy in order to clarify rule for tenants. There were issues with satellite installations and unauthorized changes to public housing units.

### 5. **Adjournment:**

Motion by Commissioner Evans and seconded by Commissioner Baker to adjourn at 12:58 p.m. Motion carried.

### REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4a

**TOPIC:** June Activity Report

**REQUESTED ACTION:** Information only- No action required

**PRESENTER:** Cathy Pollard

### **STAFF REPORT:**

### **Public Housing:**

There were five vacancies in public housing units in June and no upcoming vacancies in July of 2017. Public Housing accounts receivable on occupied units totaled \$3,252.99 and vacated units totaled \$7,545.21 at the end of June, 2017 which brings the totaled outstanding public housing accounts receivable to \$10,798.20. Three applicants were pulled from the Public Housing waiting list in June; three applicants were briefed. Thirty-two Public Housing inspections and thirty-six annual and interim re-certifications were completed in June.

### Section 8:

575 vouchers were housed by June 30, 2017 with 6 voucher holders either searching for units or waiting for passed inspections. 13 portable vouchers were paid by BHA in June with 4 families waiting to Port-Out. 74 Section 8 inspections were completed in June, and the Housing Specialists completed 83 annual or interim re-certifications in June. No applicants were notified: none were briefed.

### **ATTACHMENTS:**

June Activity Report

### **Beloit Community Development Authority Activity Report to Board for August 2017**

### June (2017) Activity Report

### **Public Housing**

### **Tenants Accounts Receivable**

Outstanding Receivables – Occupied Units 05/31/17 Outstanding Receivables – Vacated Units 05/31/17	\$ 4,532.81 \$ 5,042.77
Outstanding Receivables – Occupied Units 06/30/17	\$ 3,252.99
Outstanding Receivables – Vacated Units 06/30/17	\$ 7,545.21
Total May 31, 2017 Outstanding Receivables:	\$ 9,575.58
Total June 30, 2017 Outstanding Receivables:	\$10,798.209
Increase of:	\$ 1,222.62

### <u>Vacancies – 06/30/2017</u>

<u>Total Public Housing Units</u> 131 Units

97% Occupancy

5 Vacancies: 1 Elderly - 99% Occupancy

4 Family - 96% Occupancy

### **Public Housing Inspections**

32 Inspections completed. There were 23 annual inspections; there were 6 move-out inspections. There were 3 move-in inspections. There were 0 housekeeping inspections 0 exterior inspections and 0 special inspections.

### **Public Housing Activities**

Annual Recerts:	16
Interim Recerts:	20
Notice to Vacate:	0

New Tenants:3Transfers:1Lease Terminations:0Possible Program Violations:4Evictions0

Public Housing Briefings

Number Notified: 3 Number Briefed: 3

### Section 8 Program

### <u>Total Section 8 Vouchers</u> 598 Vouchers

June 575 under lease - 97% Occupancy

13 Portable Vouchers – 13 Not Absorbed (0/Port-In) 6 Voucher holders searching or waiting for passed

inspections

### Section 8 Inspections

74 inspections were completed in June. 45 were annual inspections. 9 were initial inspections, 17 were re-inspections, 0 project based inspections, and there were 3 special inspections.

### Section 8 Activities

New Participants:1Annual Recerts:40Interim Recerts:43Abatements:5Movers:7

Possible Program

Violations: 14 program violations

End of Program 0

### Section 8 Briefings

Number Notified: 0 Number Briefed: 0

### **APPLICATIONS:**

Waiting List: 120 Public Housing East

128 Public Housing West

Parker Bluff

131 Project-Based

424 Sec. 8

0 Tenants removed for Repayment Default

0 Tenants removed for unreported income

0 Tenants removed for unauthorized occupants

1 Applicants removed over income

Some applicants are on both lists, some are not

Section 8 waiting list opened 4/4/11

### REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

**AGENDA ITEM:** 4b

**TOPIC: June** Monthly Report

**REQUESTED ACTION:** Information only – No action required

**PRESENTER:** Cathy Pollard

### **STAFF REPORT:**

Attached is the Beloit Housing Authority Financial Statement prepared by the BHA Accountant for the month ending June 30, 2017.

Through the month of June, the Low Income Public Housing (LIPH) program income was \$279,666.97 and the LIPH expenses were \$291,414.62. There was a \$(11,747.65) deficit in LIPH. The Operating Reserve for LIPH was \$5,275,638.00 at the 12/31/2016 FYE. At 2017 Period End the Operating Reserve is \$5,263,890.35. The actual physical LIPH Operating Reserve at 2017 Period End is \$(116,183.67).

Through the month of June, the Project Based Voucher (PBV) program income was \$34,827.61 and the expenses were \$59,679.55. The PBV had a deficit of \$(24,851.94). The PBV Operating Reserve at this Period End is \$72,954.06.

Through the month of June, Phase 1 and Phase 2 program income was \$327,513.14 and the expenses were \$256,089.12. Phase 1 and Phase 2 had a surplus of \$71,424.02. The Operating Reserve for these programs at this Period End is \$194,334.02.

Through the month of June, the Housing Choice Voucher (HCV) program income was \$1,686,911.97 and expenses were \$1,713,226.55. The HCV program had a deficit of \$(21,799.08). The HCV Operating Reserve at this Period End is \$259,923.92.

Attachment(s):

June 2017 Financial Reports

### Consolidated 2017 Budget Report for Beloit Housing Authority - June 2017

	[	YTD Actual Annual Board Approved B						Budget			
	Income	Approved YTD	LIPH	LIPH Grant	PBV	Phase 1 & 2	HCV	Agency Total	LIPH/LLC/PBV	нсу	Total
1	Dwelling Rental	24,357.92	<u> </u>	Lii II Grant	30,371.00	120,408.00	1101	150,779.00	292,295.00	1104	292.295.00
2	Excess Utilities	24,337.32			30,371.00	120,400.00		130,779.00	292,293.00		292,293.00
3	Interest on Unrestricted Fund Investmen	189.17	49.08			23,360.82	174.98	23,584.88	770.00	1,500.00	2,270.00
3 4	Income - Transfer In from PBV	109.17	30,000.00			23,300.02	174.90	30,000.00	770.00	1,500.00	2,270.00
•		2,585.00	30,000.00		4 4EC C1	26 207 00	1,026.50	31,871.09	24 020 00		31,020.00
5	Other Income - Tenants HAP Fraud Recovery & FSS Forfeitures				4,456.61	26,387.98			31,020.00		31,020.00
	,		44 450 44			220.00	1,019.50	1,019.50			-
7	Other Income - Bad Debt Collections		11,453.11			338.00	4 400 00	11,791.11	00.040.00		-
8	Other Income - Laundry/Copy Fees/Misc		10,452.78			22,607.00	1,129.99	34,189.77	32,840.00		32,840.00
9	Other Income - CFP Operation Money	5,000.00	40,000.00					40,000.00	60,000.00		60,000.00
10	Other Income - Sale of Asset Gain/Loss	-					450 700 00	-		0.17.10.1.00	-
11	Admin Fees Earned - HUD	26,427.83					158,769.00	158,769.00		317,134.00	317,134.00
12	Incoming Billable Admin Fees/Oper Sub	18,750.00				134,411.34		134,411.34	225,000.00		225,000.00
13	HAP Subsidy	-					1,524,792.00	1,524,792.00			-
14	Operating Subsidy	267,886.33	187,712.00					187,712.00	395,970.00	2,818,666.00	3,214,636.00
	Total Income	347,932.92	279,666.97	-	34,827.61	327,513.14	1,686,911.97	2,328,919.69	1,037,895.00	3,137,300.00	4,175,195.00
										1	
	Expenses	Approved YTD	LIPH	LIPH Grant	PBV	Phase 1 & 2	HCV	Agency Total	LIPH/LLC/PBV	HCV	Total
	Administrative Expenses										
15	Admin Salaries	37,086.17	51,578.31		7,155.15	54,292.15	108,178.25	221,203.86	242,078.00	202,956.00	445,034.00
16	FSS Coordinator Admin Salaries	-	18,405.80					18,405.80	·		-
17	Admin Employee Benefits	19,447.33	22,402.15		2,771.30		49,895.57	75,069.02	127,711.00	105,657.00	233,368.00
18	FSS Coordinator Admin Benefits	-	14,310.82		,		-,	14,310.82	,	,	-
19	Advertising & Marketing	441.67	375.00					375.00	4,300.00	1,000.00	5,300.00
20	Legal	41.67				1,832.75		1,832.75	250.00	250.00	500.00
21	Staff Training	416.67				1,002110	2,650.00	2,650.00	2,500.00	2,500.00	5,000.00
22	Travel	41.67					272.45	272.45	250.00	250.00	500.00
23	Accounting Consultants	2,458.33	4,010.00		657.00	5,252.00	2,895.00	12,814.00	24,500.00	5,000.00	29,500.00
24	Audit Fee	1,625.00	4,187.00		007.00	19,054.00	4,187.00	27,428.00	19,500.00	0,000.00	19,500.00
25	Telephone	637.50	698.06			10,001.00	576.93	1,274.99	3,552.00	4,098.00	7,650.00
26	Postage	750.00	1,036.47				070.00	1,036.47	2,700.00	6,300.00	9,000.00
27	Office Supplies	458.33	2,140.43				2,133.54	4,273.97	3,420.00	2,080.00	5,500.00
28	Memberships & Publications	409.25	608.94				2,100.04	608.94	3,683.00	1,228.00	4,911.00
29	Bank Fees	150.00	5.00			20.35	1,341.25	1,366.60	3,003.00	1,800.00	1,800.00
30	Computer Maintenance	130.00	3.00			20.33	1,041.20	1,300.00		1,000.00	1,000.00
31	Copier Expenses	608.33	1,100.00				1,100.03	2,200.03		7,300.00	7,300.00
32	Office Equipment Maintenance	1,525.00	1,100.00				1,100.03	2,200.03	8,967.00	9,333.00	18,300.00
33	Postage Machine	1,323.00					2,659.20	2,659.20	0,907.00	9,333.00	10,300.00
34	Software Maintenance	916.67	245.00				255.00	500.00		11,000.00	11,000.00
35	Outgoing Portable Admin Fees	910.07	245.00				200.00	500.00		11,000.00	11,000.00
36	Sundry Administration/Compliance Fees		798.08		700.00	6,353.41	1,400.62	9,252.11	9,970.00	7,830.00	17,800.00
36 37	Management Improvements	1,403.33	190.06		700.00	0,333.41	1,400.02	₹,∠IJ∠. I I	9,910.00	1,030.00	17,000.00
	Management Improvements  Management Fees	1,500.00				9,969.96		9,969.96	10 000 00		18,000.00
38	Eviction & Collection Agent Fees	1,500.00				9,969.96		9,969.96	18,000.00 2.800.00	1,200.00	4,000.00
39							1 520 227 00	1,530,327.00	∠,800.00	2,818,666.00	2,818,666.00
40	HAP Overfunding (Underfunding)						1,530,327.00	1,530,327.00		∠,010,000.00	
	HAP Overfunding (Underfunding)	-					(4,515.50)				-
11	Maintenance Expenses	10,238.08	4,642.32		2 507 60	74 204 67		81,511.68	122,857.00		122,857.00
	Maintenance Salaries		4,642.32		2,587.69	74,281.67		_	122,857.00		122,857.00
	Casual Labor - Maintenance	4 004 40	00.45		4 400 40			4 007 05	F0 007 00		-
43	Maintenance Benefits	4,991.42	39.45		1,168.40	0.040.07		1,207.85	59,897.00		59,897.00
44	Maintenance Materials & Supplies	1,187.50	2,205.91		99.26	8,619.37		10,924.54	14,250.00		14,250.00
45	Plumbing Supplies	-	877.08					877.08			-
46	Locks, Locksets & Keys	-						-			-
47	Electrical Supplies	-	1,584.90					1,584.90			-
48	Painting Supplies	-	152.18					152.18			-
49	Cleaning Supplies	-	1,787.86					1,787.86			-

50	Equipment Repair Parts	-						-			-
51	Maintenance Contracted Services	1,000.00	1,742.57		1,142.94	11,895.44		14,780.95	12,000.00		12,000.00
52	Refuse Removal Services	375.00	70.00		217.50	2,098.50		2,386.00	4,500.00		4,500.00
53	Plumbing Repair Services	125.00			1,542.00			1,542.00	1,500.00		1,500.00
54	Heating/AC Repair Services	266.67			3,089.41			3,089.41	3,200.00		3,200.00
55	Electric Repair Service	41.67			190.91			190.91	500.00		500.00
56	Window Repair Service	83.33						-	1,000.00		1,000.00
57	Automotive Repairs/Fuel	416.67	974.90					974.90	5,000.00		5,000.00
58	Elevator Repair & Maintenance	275.00	370.65					370.65	3,300.00		3,300.00
59	Pest Control Services	666.67						-	8,000.00		8,000.00
60	Cable TV	-				192.93		192.93			-
61	Answering Service	150.00	1,096.17					1,096.17	1,800.00		1,800.00
62	Misc Contracts	583.33						-	7,000.00		7,000.00
63	Clean/Paint Units	66.67						-	800.00		800.00
	Utilities Expenses	-									
64	Water/Sewer	1,629.17	517.22		1,214.23	3,273.00		5,004.45	19,550.00		19,550.00
65	Electricity	2,125.00	2,752.88		257.68	7,646.76		10,657.32	25,500.00		25,500.00
66	Natural Gas	1,083.33	793.35		360.86	2,988.18		4,142.39	13,000.00		13,000.00
	Other Operating Expenses	-									
67	Protective Services Contract	3,741.67	10,868.26			1,915.86		12,784.12	44,900.00		44,900.00
68	Insurance	3,240.17	4,626.52		1,179.08	11,397.88	2,540.52	19,744.00	33,673.00	5,209.00	38,882.00
69	PILOT	2,185.67			737.47	10,654.00		11,391.47	26,228.00		26,228.00
70	Compensated Absences	-						-			-
71	Collection Losses	333.33			4,608.67	18,897.69		23,506.36	4,000.00		4,000.00
72	Replacement Reserves & Debt Pmt-Prin	-			30,000.00			30,000.00			-
73	Other General Expense/Asset Mgmt Fee	19,608.33	134,411.34			5,453.22	2,814.19	142,678.75	235,300.00		235,300.00
74	Casualty Losses - Non Capitalized	83.33	·					-	1,000.00	·	1,000.00
75	Capital Expenditures - Operations	166.67						-	2,000.00		2,000.00
76	Transfer In / Out	-						-			-
	Total Expense	359,882.75	291,414.62	-	59,679.55	256,089.12	1,713,226.55	2,320,409.84	1,124,936.00	3,193,657.00	4,318,593.00

	LIPH	LIPH Grant	PBV	Phase 1 & 2	HCV	Agency Total	Budget LIPH	Budget HCV	Budget Total
Operating Reserve - FYE 12/31/16	5,275,638.00	-	97,806.00	122,910.00	281,723.00	5,778,077.00	5,496,354.00		5,496,354.00
Change in Operating Reserve FYE 12/31/16 (reserve/deficit)	(11,747.65)	-	(24,851.94)	71,424.02	(21,799.08)	13,025.35	(87,041.00)	(56,357.00)	(143,398.00)
Operating Reserve at end Period for 2017	5,263,890.35	-	72,954.06	194,334.02	259,923.92	5,791,102.35	5,409,313.00	(56,357.00)	5,352,956.00
**LIPH Operating Reserve includes \$5,380,074.02 of money unavailable due to tax credit revenue on paper only									

**LIPH Operating Reserve includes \$5,380,074.02 of n	noney unavailab	le due to tax	credit revenue	e on paper only		
Physical Operating Reserve at end of Period for 2017	(116,183.67)	-	72,954.06	194,334.02	259,923.92	1,706,709.52

SECTION 8 Funding Analysis	
HAP	
HAP Funding received from HUD YTD	1,524,792.00
Fraud Recovery/FSS Forfeitures	1,019.50
Restricted Net Asset Interest Earned	-
HAP Payments made YTD	1,530,327.00
Under (Over) spending YTD	(4,515.50)
HAP Reserve FYE 12/31/16 *	-
HAP Reserve Balance at end of Period for 2017	(4,515.50)
ADMIN FEES	_
Administrative Funding received from HUD YTD	158,769.00
Income from other funding sources	2,331.47
Administrative Expenses YTD	182,899.55
Under (Over) spending YTD	(21,799.08)
Admin Fee Reserve FYE 12/31/16	281,723.00
FSS Grant Shortage at end of Period for 2017	-
Admin Fee Reserve Balance at end of Period for 2017	259,923.92

FSS Grant Tracking	
FSS Grant Funding received from HUD YTD	-
FSS Coordinator Expenses YTD	-
Under (Over) spending YTD	-
FSS Grant Reserve FYE 12/31/14	-
FSS Grant Reserve Balance at end of Period for 2015	-

### REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

**AGENDA ITEM:** 4c

**TOPIC:** Resolution No. 2017-20

Beloit Housing Authority (BHA)

Approval To Submit an Application for the FY2017 Resident Opportunity Family Self-Sufficiency Grant

**REQUESTED ACTION:** Approval of Resolution No. 2017-20

**PRESENTER:** Cathy Pollard

### **STAFF REPORT:**

The Department of Housing and Urban Development (HUD) has posted a NOFA regarding funding for the FY 2017 Resident Opportunity Family Self-Sufficiency Grant. The grant cycle is yearly. Applying for the FY 2017 FSS grant in the amount of \$72,000 will enable the BHA to continue a staff position that would work individually with families to assist with their identified objectives and goals.

### **STAFF RECOMENDATION:**

Staff recommends approval of Resolution No. 2017-20

### **ATTACHMENTS:**

Resolution No. 2017-20

### RESOLUTION NO. 2017-20 AUTHORIZING THE BELOIT HOUSING AUTHORITY TO APPLY FOR THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM UNDER THE RESIDENT OPPORTUNITY AND SELF-SUFFICIENCY PROGRAM (ROSS)

WHEREAS, the United States Department of Housing and Urban Development (HUD) has funds available this year to fund a one-year cycle of the Resident Opportunity and Self-Sufficiency (ROSS) FSS Program; and

**WHEREAS,** the Beloit Housing Authority (BHA) facilitates a ROSS program currently and is required to continue the program per the agreements with HUD;

**THEREFORE BE IT RESOLVED** that the Community Development Authority Board of Commissioners authorize application for the FY2017 ROSS Family Self-Sufficiency (FSS) in the appropriate amount up to \$72,000.

Adopted this 23rd day of August, 2017

	David Baker, Chairperson
	Beloit Community Development Authority
ATTEST:	
Julie Christensen, CDA Execut	tive Director

### REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4d.

**TOPIC:** Resolution No. 2017-21: Authorization for the Beloit Housing Authority (BHA)

to implement the updated Public Housing Residential Lease and Rules of Occupancy

**REQUESTED ACTION:** Approval of Resolution No. 2017-21

PRESENTER: Clinton Cole

### **STAFF REPORT:**

The U.S. Department of Housing and Urban Development (HUD) allows the Beloit Housing Authority (BHA) periodically review and update the Public Housing Residential Lease and Rules of Occupancy. The BHA has revised the Public Housing Residential Lease and Rules of Occupancy and made general updates to clarify policies and procedures which outline the rules and regulations of the Public Housing program. After a 30-day public review and comment period, the updated Residential Lease and Rules of Occupancy will be effective September 1, 2017.

### STAFF RECOMENDATION:

Staff recommends approval of Resolution No. 2017-21

### **ATTACHMENTS:**

Resolution No. 2017-21

Public Housing Residential Lease and Rules of Occupancy

### **RESOLUTION NUMBER 2017-21**

### AUTHORIZATION FOR THE BELOIT HOUSING AUTHORITY (BHA) TO IMPLEMENT THE UPDATED PUBLIC HOUSING RESIDENTIAL LEASE AND RULES OF OCCUPANCY

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows the Beloit Housing Authority (BHA) periodically review and update policies; and

WHEREAS, the Public Housing Residential Lease and Rules of Occupancy were reviewed and revised per HUD requirements to reflect clarification of policies and procedures governing Public Housing occupancy;

WHEREAS, the Beloit Housing Authority made the Residential Lease and Rules of Occupancy changes available for 30- day public review and comment period;

**NOW THEREFORE BE IT RESOLVED** that the Community Development Authority (CDA) Board of Commissioners approves the Public Housing Residential Lease and Rules of Occupancy as attached.

Adopted this 23rd day of August, 2017

	David Baker, Chairman
	Beloit Community Development Authority
ATTEST:	

## Beloit Housing Redevelopment – Phase 2, LLC 210 Portland Avenue Beloit, WI 53511 (608) 364-8740

### PUBLIC HOUSING LEASE

# 1. IDENTIFICATION OF THE PARTIES AND PREMISES

The Beloit Housing Redevelopment – Phase 2, LLC of the City of Beloit, Wisconsin, (Landlord) hereby leases to(Resident)(address) in the City of Beloit, County of Rock, Wisconsin 53511, under the following conditions to be OCCUPIED BY THE FOLLOWING HOUSEHOLD MEMBERS ONLY:	LC of the City of Beloit, Wisconsin, (Landlord) (address) in the City of Beloit, County of Rock, ns to be OCCUPIED BY THE FOLLOWING
1.	
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5	
LEASE TERM: From to annual renewal. This lease remains in effect on a month to month basis until a new lease is signed. A new lease must be signed every year during recertification.	ns in effect on a month to month basis every year during recertification.

# 2. PAYMENTS DUE UNDER THE LEASE

g မွာ စွ I have the choice of rent I wish to pay. Rent may be paid based upon 30% of my household adjusted

ncome or I may choose to pay a flat rent. I may choose flat rent only at recertification. If I choos lat rent and my income changes I may at any point ask to have my rent changed to income base ent. However, should an income increase go into effect, I cannot then ask for my rent to be eadjusted to flat rent until my next recertification.
nitial Choice:
I agree to pay a flat rent of \$ per month.
I agree to pay rent based upon 30% of my income.
Monthly rent of \$is due in advance on the first (1st) day of each month reginning.
shall be assessed if the rent payment is not received by 4 y following the due date. THE LEASE MAY BE TER
PAYMENTS ARE <u>LATE THREE TIMES IN ANY ROLLING 12-MONTH PERIOD</u> , PERITHE DISCRETION OF THE DIRECTOR OF BELOIT HOUSING REDEVELOPMENT – PHASE 2, LLC.

### 3. SECURITY DEPOSIT

Upon lease of the premises, the Resident shall pay a security deposit in the amount of for repair of damages and cleaning of the premises beyond normal wear and tear,	consumption of excess utility charges, and any rent or other charges owed by Resident after	vacating the premises. Provisions may be made to pay the security deposit in no more than four	(4) monthly installments. If such arrangements are made, the monthly installments shall be	s' occupancy, due on and	
Upon lease of the premises, the Resident for repair of damages and cles	consumption of excess utility charges, an	vacating the premises. Provisions may b	(4) monthly installments. If such arrange	b, payable with the first four months' occupancy, due on	· ·

accordance with a written payment plan agreeable to the Authority. Charges not paid within 30 less any deductions for any of the estimated costs of repairs and cleaning, excess utility charges Landlord shall return the security deposit to Resident within 21 days of when Resident vacates, written statement of any such charges deducted from the security deposit. The security deposit days will be referred to a collection agency and/or the courts unless a payment plan has been or rents indicated above. If such deductions are made, Landlord will send to the Resident a charges for the repair of damages and excess utilities are determined in accordance with the charges in excess of the security deposit are due and payable within 30 days of billing or in <u>MAY NOT</u> be used to pay rent or other charges while Resident occupies the premises. schedule of charges for repair and utility charges posted at the Office of the Landlord.

Failure to keep a payment plan current may result in the entire balance becoming due and payable on the first of the following month.

### 4. UTILITIES

will continue until charges are revised by the Cable TV Company. Elderly may have their a month until revised by the Board and A. Elderly/Disabled designated - ONE BEDROOM UNITS: Landlord shall furnish per month per unit. This rate approved by HUD. Costs associated with installation and removal of air conditioners the following utilities: Gas, Electricity, Water and Sewer service. Cable television is provided to the resident at a bulk rate of \$\_\_\_\_\_\_ per month per unit. This ra own air conditioner installed with Beloit Housing Redevelopment - Phase 2, LLC including repair of any damages are the Resident's responsibility. approval and pay the utility charge of \$

# B. FAMILY DUPLEXES AND SINGLE FAMILY DWELLINGS:

personal arrangements in the name of the head or co-head of household for payment of utilities (gas, electricity). The Beloit Housing Redevelopment – Phase 2, LLC will verify Landlord is not obliged to furnish utilities. Before the move-in date, Resident must make utilities are in the proper name at time of move-in/move-out.

resident is notified by Alliant Energy that gas or electricity is to be disconnected. Disconnection to Resident. The Resident must make arrangements with Alliant within 72 hours upon receipt of of utility service or failure to report disconnections will be grounds for termination and eviction. charges. Resident is required to maintain utility service so as to prevent damage to the premises. resident as received from the City, preferably monthly. Resident is responsible for paying these Any damages caused as a result of the tenant not providing the required utilities will be charged a disconnect notice to avoid disconnection of utilities. Two or more disconnections within a The Beloit Housing Redevelopment - Phase 2, LLC receives a bill from the City of Beloit for water and sewer services for resident's unit. The City of Beloit invoices will be billed to the Resident must notify the Beloit Housing Redevelopment - Phase 2, LLC (immediately) if 12 month period may result in termination and eviction.

responsibility of the Resident. Any credits will be used to pay resident's water and sewer bill. If a credit still remains, the balance will be sent by the Beloit Housing Redevelopment – Phase 2, Resident will receive a utility allowance of \$173.00 per month. Any overages of utilities are the LLC to Alliant referencing the account number provided by the Resident.

# REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY S

Regulations, at the request of the Beloit Housing Redevelopment - Phase 2, LLC, Resident shall information in order to determine the correct rent, dwelling size and eligibility for continued REGULAR RENTAL REDETERMINATION: At least annually, per HUD provide accurate and complete information on income, expenses, family size and other occupancy.

grounds for termination and eviction. Resident must report all changes to the Landlord within ten (10) calendar days. Resident agrees to move to an appropriate size dwelling unit based on family composition upon appropriate notice by Landlord that such a dwelling is available. Failure to complete required forms accurately and supply requested information is Resident is responsible for moving costs.

- B. INTERIM RENTAL REDETERMINATION: The rent stated above will remain in effect between rent redetermination unless:
- income, family size or allowances) which would justify a change or such other circumstances as would create a hardship for Resident, based on the Beloit Housing Redevelopment Phase 2, (1) Resident documents a change in circumstances (such as a decrease or increase in LLC's determination.
- the rent is based, in which case any increase in rent shall be made retro-active to the date the rent (2) Resident intentionally misrepresents or fails to inform Landlord of facts upon which would have increased, and the lease may be terminated. Based on the situation, the Beloit Housing Redevelopment -- Phase 2, LLC may agree to a repayment agreement.
- any rental C. NOTICE OF RENTAL REDETERMINATION: In the event of redetermination, Landlord shall mail a "Notice of Rent Adjustment" as stated herein.

If the rent decreases, the decrease will take effect the first day of the following month after the change has been reported. If the rent increases, the increase will take effect the first day of the second following month, unless the rent increase results from circumstances calling for a retroactive increase in rent, as stated previously.

# 6. RESIDENT'S RIGHT TO USE AND OCCUPY

Resident shall have the right to exclusive use and occupancy of the leased premises. Resident shall not assign this lease, nor sublet or transfer possession of the premises, nor give accommodation to Only the persons whose names appear on the lease may use the address of the residence; no one else can receive mail or checks at this address if they are not listed on the lease. ANY PROPOSED CHANGE IN THE NUMBER OF PERSONS OCCUPYING THE PHASE 2, LLC BEFORE ANYONE ELSE CAN MOVE INTO THE UNIT. Failure to comply DWELLING MUST BE APPROVED BY THE BELOIT HOUSING REDEVELOPMENT is grounds for immediate termination or eviction. boarders or lodgers.

month period. Approval for extended visitations must be requested by the Resident and approved by Resident is permitted to have occasional overnight guests not to exceed 14 calendar days within a 12the Director in writing. Failure to do so may result in lease termination.

Resident may care for foster children and provide live-in care for a member of Phase 2, LLC for that unit size. Resident must also provide legal authority to care for and house including babysitting, day care services, laundry service, catering, beautician work, or other home businesses without specific prior written approval of the Director, and compliance with state and Resident shall not use or permit the use of the premises for any purpose other than as a private dwelling solely for Resident and Resident's household members, except, with the written permission Resident's family if doing so does not break occupancy rules of Beloit Housing Redevelopment minors added to the household. The premises may not be used for any commercial enterprise, of Director.

local ordinances.

Resident shall abide by such necessary and reasonable rules and regulations as may be made by the Landlord for the benefit and well being of the Beloit Housing Redevelopment – Phase 2, LLC and Residents. The rules and regulations are attached to this lease and posted in the office of the

Neither the Resident, a member of the Resident's household, nor a guest of the Resident may occupy for sleeping purposes any basement area at any time.

# 7. DAMAGE, REPAIR AND MAINTENANCE OF PREMISES

Resident will use reasonable care to prevent health or sanitation problems from arising in, at, or around the dwelling unit.

Failure to report immediately the need for repairs may result in charges to Resident for repairs of Resident shall notify Landlord immediately of known need for repairs to the premises and of known unsafe conditions in the rental unit, in the common areas and grounds of the property damages caused by not reporting immediately.

permission from the Authority's Director. This includes the removal of cabinet fronts and closet Resident will not paint, stain or otherwise alter the basic layout of the unit without expressed

and will specify the damaged items involved, corrective action taken, and the cost, based on actual costs incurred by the Beloit Housing Redevelopment – Phase 2, LLC or on the posted schedule of CHARGES: Except for normal wear and tear, Resident agrees to pay reasonable charges for repair to caused by Resident, other household members or visitors. Such charges will be billed to Resident leased premises, common areas, or to the grounds; and/or to other properties owned by the Authority, charges if applicable.

Landlord agrees to accept rental money without regard to any other charges owed by Resident; but, Landlord will take action to terminate the lease or evict if other charges are not paid after 2 months of billing unless a formal payment plan is arranged and kept current.

missed because of Resident's actions, the Authority may, at its option, enter and provide extermination services, after appropriate notice to the Resident. If infestation is caused by Resident's Resident shall be notified of the scheduled times. Failure to admit the Exterminator, without prior approval for good reason or failure to prepare unit for Exterminator in accordance with instructions shall result in charges (time lost) to Resident. If two (2) consecutive scheduled exterminations are housekeeping or habits, the Resident will be charged each time extermination services are necessary Beloit Housing Redevelopment - Phase 2, LLC may contract with an exterminator to spray, fog, or otherwise treat Resident's units on a regular schedule or as deemed necessary to control pests. to eradicate the problem. If repairs of defects hazardous to life, health, and safety are not made or temporary alternative accommodations offered to the Resident within 12 hours of Resident's reporting same to management, and it was within management's ability to correct the defect or obtain the correction thereof, then Resident's rent shall abate during the entire period of the existence of such defect while he/she is residing in the unrepaired dwelling.

unit can be reoccupied. If the Resident is responsible for the condition, no responsibility for finding In the case of emergency repairs through no fault of the Resident, the Beloit Housing Redevelopment - Phase 2, LLC will assist in, but is not responsible for, finding temporary living quarters until the temporary accommodations or permitting the Resident to return to occupancy accrues to the In addition, the Resident agrees to remove personal possessions at the request of the Authority or the Authority may do so at the expense of the Resident. The Authority will have no responsibility

whatsoever for Resident's possessions.

### 8. INSPECTIONS

- representative and the Resident will inspect the premises and a written statement will be prepared noting any defects or damage to the premises or the equipment in it. Both parties shall sign the At the beginning of the Tenancy, a Beloit Housing Redevelopment - Phase 2, LLC move-in inspection report. Resident has the right to report in writing any other defects found within 7 calendar days of the move-in date. MOVE-IN:
- Periodic inspection shall be made at least annually, per HUD regulations, at the discretion of the Landlord to determine condition of the unit, including the need for repairs and improved housekeeping. Resident shall permit the authorized agent of the Landlord to enter the intended date and time. The Resident may not unreasonably withhold permission to inspect. In addition, the Landlord has the right to enter Resident's dwelling unit for purposes of inspection or to Resident's dwelling unit for the purpose of making the inspection, and the entry may be made only during reasonable hours, after advance notice in writing or by telephone to the Resident specifying make repairs without prior notice, if Landlord reasonably believes an emergency exists which requires such entrance. B. PERIODIC:
- conduct the move-out inspection on the last date of the rental period or at such earlier time as is The Landlord's representative, preferably with Resident in attendance, shall mutually convenient if the Resident can be contacted by telephone or mail; and after personal belongings, trash and debris have been or are believed to have been removed from the unit. MOVE-OUT:

Since the units are thoroughly cleaned and often freshly painted when tenants move in, Resident must leave the apartment/house in the same clean condition when vacating. Charges will be incurred by the Resident for cleaning and repairs to the unit when vacated. Resident must return all keys to the Beloit Housing Redevelopment - Phase 2, LLC at the time of key. Any charges to Resident will be based on the actual or estimated costs of cleaning and/or repairs the move-out inspection or a charge will be assessed for a \$15.00 fee plus \$4.95 for each missing and will be discussed with Resident and noted on the inspection report. Should the Resident not keep the move-out inspection appointment or otherwise not be available, the BHA will proceed with

At the Beloit Housing Redevelopment – Phase 2, LLC's option, videotape or digital photographs may be used to document the condition of the unit after the Resident's move-out.

Landlord. A copy shall be given to the Resident. If the Resident disagrees with comments and/or then be reviewed and a determination made by the Beloit Housing Redevelopment - Phase 2, LLC Likewise, the Resident may request to view the video or photos if made, and to charges, the Resident shall note such on the inspection report at the time of inspection which will D. INSPECTION REPORT: The original inspection report shall be maintained by the provide written comment. Management.

### 9. LEGAL NOTICES

- or may be sent by prepaid first-class mail properly addressed to Resident. As an alternate because of Landlord's representative may affix a copy of the notice in a conspicuous place on the premises NOTICE BY LANDLORD: Any notice required under this agreement shall be in writing and delivered to Resident or a member of Resident's household residing in the dwelling age 13 or over; time or other constraints, such that notice cannot be given as outlined above, the Landlord or where it can be conveniently read, and mail a copy by first class mail addressed to the Resident.
- delivered to the Beloit Housing Redevelopment Phase 2, LLC office or sent by prepaid first-class mail, properly addressed to **Beloit Housing Redevelopment Phase 2, LLC, 210 Portland** NOTICE BY RESIDENT: Any notice given by or required of a Resident shall be in writing, Avenue, Beloit, WI 53511.

Notice of an emergency nature should be made by telephoning the Authority's 24 hour Emergency Answering Service at 608-364-8740.

### TERMINATION

This agreement may be terminated by Resident at any time after the first year by giving at least thirty (30) days written notice **on or before the first day of the month**, in the manner specified herein. Resident shall schedule a move-out inspection with the Landlord at the time the notice to vacate is

other than for serious or repeated violations of material terms of this agreement, such as non compliance with the Community Service requirements, Resident's failure to disclose all household income, make payments due under this agreement, permit unauthorized persons extended visitation The Beloit Housing Redevelopment - Phase 2, LLC will not terminate or refuse to renew the lease privileges, failure to provide a drug-free environment, or to fulfill the tenant obligations stated herein, or for other good cause. The Beloit Housing Redevelopment - Phase 2, LLC will give written notice of termination of the lease per the following schedule:

- 14 days in the case of failure to pay rent;
- 28-days in all other cases such as provided by law. ъ.

ಥ Resident of his/her right to make such reply as he/she may wish and of his/her right to request hearing in accordance with the Beloit Housing Redevelopment – Phase 2, LLC's Grievance The notice of termination to Resident shall state reasons for the termination, shall inform Procedure.

## GRIEVANCE PROCEDURE

grievance policies in effect at the time of the appeal. The policy is posted in the office of the All grievances or appeals arising under this lease shall be processed and resolved according to the A copy may be obtained from the Landlord by Landlord and is incorporated herein by reference.

## THE BELOIT HOUSING AUTHORITY OBLIGATIONS 12.

### Landlord shall:

- A. Maintain the premises in decent, safe and sanitary condition;
- B. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- C. Make necessary repairs to the premises in a timely manner;
- D. Maintain buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by the Beloit Housing Redevelopment – Phase 2, LLC;
- F. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other

Recycling bins waste removed from the premises by the Resident as outlined below. destroyed or removed by the Resident will be charged to the Resident.

- Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection; and
- Phase 2, LLC housing units. Smoke detectors are not to be removed or tampered with by the Resident. Any problem with the smoke detector should be reported to the Landlord immediately. Resident will be responsible for Resident-caused damage to the smoke H. Maintain all smoke detectors, which are hard-wired, in Beloit Housing Redevelopment

# 13. RESIDENT'S OBLIGATIONS

### The Resident will:

- elderly, disabled, handicapped, and are not working or going to school MUST do 8 hours of community service EACH month no exception. Failure to comply will mean lease Per HUD regulations, [24 CFR 960.600], all Public Housing residents who are not į
- B. Not assign the lease or sublease the premises;
- Not provide accommodations for boarders/lodgers, for extended visits by family or others; and/or allow others to use their address.  $\ddot{c}$
- Use the premises solely as a private dwelling for the Resident and the Resident's household as identified in the lease, and will not use or permit its use for any other unapproved purpose; Ö.
- E. Abide by necessary and reasonable rules and regulations set forth by the BHA for the benefit and well-being of the Authority and the Residents which will be posted in the Landlord's Office and are incorporated by reference in the lease;
- Comply with all obligations imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety;
- G. Keep the premises and such other areas as may be assigned to you for your exclusive use in a clean and safe condition;
- H. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner;
- I. Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and attachments including elevators;
- Refrain from, and require Resident's household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or property;
- Pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, buildings, facilities, fixtures, furnishings, or common areas caused by the Resident, your household or guests (Repeated damages may result in lease termination);
- conduct themselves in a manner which will not violate applicable laws or disturb the Conduct yourself and require other persons who are on the premises with your consent to and will be maintaining the property in a decent, safe and sanitary condition; neighbors' peaceful enjoyment of their accommodations

M. Refrain from, and require Resident's household members and guests to refrain from engaging in criminal activity, including drug-related criminal activity, drug or alcohol abuse, gang related activity or other illegal activity as stated in the Crime Free Lease Addendum, U.S.C. 892)]). The BHA has adopted a "Crime Free Policy" which is strictly enforced for any drug, violent criminal, or history of criminal activity. while the Resident is a tenant in public housing. Such activity will be cause for termination of tenancy (The term "drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance [as defined in section 102 of the Controlled Substances Act (21

## 14. ABANDONED PROPERTY

Redevelopment - Phase 2, LLC staff through refuse (waste) removal services or donation pick-up services, whichever is most cost effective for the Beloit Housing Redevelopment – Phase 2, LLC. IN NO EVENT WILL THE HOUSING AUTHORITY OR ITS STAFF remains after the unit has been vacated will be considered abandoned. Abandoned property will NOT be stored. Abandoned property will be disposed of by the Beloit Housing Any property left in the unit or on the property of the unit, which has been leased and KEEP, STORE, OR HOLD ANY ABANDONED PROPERTY All items such as memorabilia, pictures, birth certificates, Social Security cards, wedding certificates, etc will be disposed of through the refuse (waste) system.

24 hour notice will posted on the front door of the unit if the Beloit Housing Redevelopment - Phase 2, LLC has reason to believe the tenant has skipped out on the lease or abandoned the unit and/or property. No further notice will be given to tenant.

### 15. CHANGES

the entire agreement between Landlord and Resident. No changes, other than those mentioned in this lease, shall be made except in writing, signed, and dated by both parties. This agreement, together with any future adjustments of rent or change of dwelling unit, evidences

# 16. RULES AND REGULATIONS

Occupancy and use of the premises by Resident shall be subject to such other and further rules and regulations as may be established from time to time by Resolutions of the Community Development Authority Board of Commissioners on behalf of the BHA. Said rules and regulations are attached as Said rules and regulations are attached as part of the lease and shall be available at the Office of the Beloit Housing Redevelopment – Phase 2, LLC; and affected Residents will be informed with their next rent statement.

# 17. PROHIBITED EQUIPMENT

storage of pools, hot tubs, Jacuzzis, saunas, ponds, wading pools, swing sets, and trampolines on Public Housing property. There will also be no installed equipment or fixtures placed on property owned by the Authority without written permission from the Director (i.e. antennas, fences, The Beloit Housing Redevelopment - Phase 2, LLC prohibits the use, operation, collection, or satellite discs, planted trees).

# FRAUD AND MISREPRESENTATION

Do not sign any form unless you have read it, understand it, and are sure all information is complete and accurate. By signing the application and the certification/recertification forms, you are certifying You may be that they are complete and accurate to the best of your knowledge and belief. You may committing fraud if you sign a form knowing that it contains false or misleading information. same is true of the "CRIME FREE ADDENDUM". The Beloit Housing Redevelopment – Phase 2, LLC will verify information you give on your application. In addition, HUD may do computer matches of the income you report with various Federal, State or private agencies to verify that it is correct. The United States Department of HUD places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:
- Evicted from your apartment or house;
- Required to repay all overpaid rental assistance you received;
- Fined up to \$10,000.00;

- Imprisoned for up to 5 years; and/or
- Prohibited from receiving future assistance.

### 18. IN CASES OF EVICTION

Any tenant or tenant's household members evicted by the Landlord will not be allowed on any property owned, operated, or managed by Landlord. Any person or persons evicted by Landlord will be considered trespassing and a no-trespass order may be issued, and enforced by law enforcement.

### CERTIFICATIONS

	( ) 10 Day Policy ( ) Household Composition ( ) Minimum Rent Hardship ( ) Community Service Rules ( ) Pet Policy ( ) Other	( ) Protecting Your Family from Lead	( ) Crime Free Lease Addendum
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IN WITNESS WHEREOF, the parties understand, execute and agree to the above terms of this agreement this day of, 20, at Beloit, Wisconsin.
THE Beloit Housing Redevelopment Phase 2, LLC
By (Beloit Housing Redevelopment – Phase 2, LLC Representative)
Title Public Housing Coordinator
Tenant (Head of Household) (Co-head of Household)
Tenant Other member of Household over 18)
Tenant Other member of Household over 18)

### RULES OF OCCUPANCY

(Public Housing Rules and Regulations)

- Tenant, members of his/her household and visitors will comply with all laws and city ordinances.
- 2. Quiet Hours are from 10:00 p.m. to 6:00 a.m.
- The Tenant will not conduct, nor permit, loud parties or noisy activities in his dwelling, or in any manner create any disturbances which would cause annoyance or discomfort to others tenants or to the community. ς,
- safety, or right to peaceful enjoyment on or near the premises by other tenants or any drug-related criminal activity on or near such premises engaged in by any member, or guest, of the Fenant, and his/her guest, shall refrain from any criminal activity that threatens the health, tenant's household. 4.
- The Tenant shall keep the premises in a CLEAN and SANITARY condition. Ś.
- Open containers of alcoholic beverages are prohibited outside of the apartments/houses. No open containers of alcoholic beverages in common areas. 6
- Waterbeds are permitted with proof of renters insurance PRIOR to the waterbed being installed. Failure to comply may result in the termination of your lease. 7.
- property and personal possessions are not insured by the Beloit Housing Redevelopment-Phase 1, LLC The Beloit Housing Redevelopment Phase 1, LLC recommends renters Resident The Beloit Housing Redevelopment - Phase 1, LLC insures the buildings. insurance on personal belongings. ∞:
- The Tenant shall display door signs only with over the door hangers. No items of any description are to be adhered to the doors, windows or placed on exterior windowsills. Nor shall anything be thrown from the windows nor swept nor thrown out the doors of any ٠. و
- 10. The Tenant shall notify office promptly of the need of any repairs to the premises. No outside vendor repairs are permitted as we maintain our own units.
- the unit needs to be painted, the Tenant will be charged for the painting and any patching that has been granted by the management. Tenant may not install wallpaper or wallpaper border management. Painting of the unit is not allowed by the tenant unless WRITTEN permission in any part of the unit. When Tenant vacates a unit, and has lived there less than 3 years, if 11. The Tenant shall use only such picture hooks and other fasteners as approved by needs to be done.
- There will be no installed equipment or fixtures placed on property owned by the Authority without written permission from the Director (i.e., fences, antennas, satellite discs, planted 12.
- 13. Resident will not paint, stain or otherwise alter the basic layout of the unit without expressed permission from the Authority's Director. This includes the removal of cabinet fronts and
- 14. Plumbing, electrical or gas burning equipment shall not be used for any other purpose than those for which they are intended. Exhaust fans in bathrooms and over stoves are STRONGLY recommended to be used.
- 15. Electrical circuits are protected with circuit breakers which can be reset by the resident after they have been tripped by an overload. Instructions are on the switch box. If in doubt, ask for a demonstration to reset them. If breakers will not reset or continue to trip, call management and submit a work order.
- Only toilet paper or scrub water should be flushed down the toilet. Foreign objects found in clogged plumbing will result in a charge to the tenants. Grease is NEVER to be put in the sink, tub or toilet drains. GREASE and all cooking oils should be disposed of by placing in a container in the waste bin provided by the waste removal company. 16.

- 17. No shades, curtains, awnings, or window guards shall be used except such as shall be put up or approved by management.
- 18. Management shall not be responsible for any articles or personal property, including mail,
- Matches, lighters, candles, incenses, and other combustible items that may cause a fire are to remain out of reach of all children. Failure to do so is considered negligence and resulting property damage will result in resident charges, and possible termination of the lease. 19
- NO DOGS OR CATS ARE ALLOWED ON THE PREMISES, EVEN FOR A SHORT TIME, unless the tenant has signed the Pet Policy and paid the pet deposit. No visiting animals or "pet sitting." 20.
- Inflammables, gasoline, naphtha, solvents, etc, gas powered equipment/engines (lawn movers, weed eaters, snow blowers, etc.) MUST NOT be kept in the dwelling unit. 21.
- The Tenant shall deposit all garbage, trash and rubbish in the receptacles provided by waste removal company, and recycling bins. Rubbish must not be burned or stored in garages or storage sheds. 22.
- 2 Cars allowed per unit (1 car at Parker Bluff). Cars shall be parked only in designated parking areas. <u>ONLY</u> Residents in Resident parking and Visitors in Visitor. Cars are NOT to be driven on the grass. Cars should be parked in the driveway of all units and not on 23.
- Repair of automobiles, including oil changes, will not be allowed on any of the Public Housing units or grounds. All vehicles that are not operating or abandoned will be towed away at the owner's expense. 24.
- Maintenance will be charged to the Tenant. Household or other property must not be stored outside the dwelling. All objects (i.e. sofas, chairs, mattresses, aluminum cans, etc.) will be removed from in front of and in the back of each apartment unit at the Tenant's expense. A Any clean up done by Each Tenant will be held responsible for keeping their area clean. shed or garage is provided for storage. 25.
- flowers. (Does not apply to Parker Bluff apartments). Tenants must not dig up lawns to make gardens except when WRITTEN permission has been granted by the Beloit Housing Tenant is responsible for the mowing, weeding, and trimming of the yard, trees, shrubs, and Redevelopment – Phase 1, LLC. Tenants who fail to remove weeds or yard debris are in violation of their lease. 26.
- 27. Tenant is responsible for cleaning sidewalks of snow and ice within 24 hours of a snow fall. (Does not apply to Parker Bluff apartments)
- 28. After hours lock out charges are billed to tenant based on current maintenance fee schedule.
- 29. The Rules of Occupancy have been explained to me/us. I/We understand that failure to abide by these rules can result in eviction

Date	Date	Date	Date
Head of Household	Spouse or Other Adult	Other Adult	HA Representative