

MANAGEMENT PLAN

Concordia Housing Authority

Cloud Village Apartments

Borrower ID: 84028077

700 Cloud Street

Concordia, Kansas

Updated: April 2025

ROLE AND RESPONSIBILITY OF OWNER:

Cloud Village Apartment complex is owned by the Concordia Housing Authority and is owner managed. The Concordia City Commission (governing body) appoints the members of the Concordia Housing Authority board who in turn hire a Property Manager to oversee the property. The Property Manager reports to the Housing Authority board.

Cloud Village is operated as a non-profit. Cloud Village will remain a **low-income** housing complex for a minimum of 15 years following the completion of the Federal Home Loan Bank (FHLB) - Affordable Housing Program (AHP) grant per grant requirements. AHP reached completion on 12/16/2024, making the retention period for low income through **January 1, 2040**. FHLB required certifications will be completed yearly by property manager or city designated staff for the 15-year retention period. Full tenant reviews will be completed every 2 years as required for the above stated 15 years.

The Housing Authority Board formulates all systems, policies, procedures, and regulations in accordance with Local, State and Federal statutes, as well as USDA, Rural Development regulations.

It is the Board's responsibility to see that all systems, policies, and regulations are carried out in accordance with Local, State and Federal statutes, as well as USDA, Rural Development regulations. The Manager's role is to keep the Owner informed and aware of the Complex's operations and will be directly accountable to the Owner for maintaining the Complex and implementing the Owner's policies and procedures in compliance with Local, State and Federal statutes, as well as USDA, Rural Development regulations.

The Manager's responsibility is to oversee the management functions of maintaining records, reports, affirmative marketing, inspections, and maintenance in complete compliance with Local, State and Federal statutes, as well as USDA, Rural Development regulations. Records will be kept in the management's locked office in the community building of the facility. The property manager is the key contact person for all Rural Development contact for review of records. Manager nor any board member shall hold NO Identity of Interest with the property.

The Property Manager's key contact person in the Owner's organization is the Chairperson of the Board. The Board will make all decisions regarding the operations, capital improvements and maintenance matters that are beyond the responsibility of the Manager.

Lines of Authority:

Internal Controls

The Property Manager will supervise all employees, maintenance, lawn care personnel, vendors, and any others the complex may require for the day-to-day operations of the complex.

The Property Manager may make decisions in the following areas without consulting the Owner:

- 1) Servicing requests of a minor nature (ALL maintenance requests MUST be in writing)
- 2) Purchase of materials, supplies, and tools necessary for proper maintenance (i.e.: *ale* filters, water hoses, light bulbs, trash bags, softener salt, etc.)
- 3) Make timely payments on mortgage and insurance.
- 4) Maintenance of records, books, and accounts of the Complex.
- 5) Administration of policies and procedures in compliance with USDA, Rural Development regulations.

The Property Manager must consult the Owner before taking any action regarding the following:

- 1) Any changes in the requirements of Local, State and Federal statutes, as well as USDA, Rural Development regulations which may affect the Complex.
- 2) Any contractual obligation or expenditures which may exceed or conflict with the limits established in the Agreement or the approved budget.
- 3) Any major repairs **exceeding \$1000.00** in cost and/or decisions reflecting on the long-term management of the Complex unless an emergency requires an immediate purchase.

The Owner's fundamental responsibilities and duties are to require compliance with all Federal guidelines and USDA Rural Development regulations. The Owner is to be always informed and aware of the Complex's operations and well-being.

PERSONNEL POLICY AND STAFFING:

Owner Hiring Practices

The hiring practices of the Owner and the Manager will comply with all equal employment opportunity statutes and regulations, which are applicable to the Complex and its employees.

Maintenance personnel may be hired by the property manager to complete regular maintenance. Maintenance will be reimbursed based on approval of Housing Authority. Maintenance staff will answer to the property manager. Management then reports to the Housing Authority board.

To maintain professionalism, all management staff will be required to satisfactorily complete at least one USDA, Rural Development approved training course/seminar annually. The cost of training and educational materials for the site manager is a project expense, if reasonable, properly budgeted for, and approved by USDA, Rural Development

PLANS AND PROCEDURES FOR MARKETING RENTAL UNITS AND MAINTAINING

COMPLIANCE WITH THE AFFIRMATIVE FAIR HOUSING MARKETING PLAN

Advertising will be in accordance with the Affirmative Fair Housing Marketing Plan. All advertising will include the Equal Housing Opportunity statement, logotype or slogan, the international accessibility logo for the handicapped, and the Kansas Relay Center's 800 phone number or project TDD phone number. The community contacts, listed in the Affirmative Fair Housing Marketing Plan, who address those groups least likely to apply without special outreach efforts will be contacted, quarterly, semi-annually, or annually as vacancies occur. Contact will be written correspondence (pamphlet) regarding the project and its amenities. The Affirmative Fair Housing Marketing Plan will be posted on the project's on-site bulletin board.

The Property Manager will be responsible for marketing the property to achieve and maintain the highest level of occupancy and to establish and maintain a waiting list. Additional compensation or incentives may be used as necessary to fill vacant units. These incentives include a "finder's fee", initial rent up fee, one month(s) free rent, or compensation for moving expenses. Additional compensation or incentives must be pre-approved by USDA, RD.

Advertisements will be placed in the local newspaper of the market area at least annually and on our social media site. Additional advertisements will be placed at intervals throughout the year when the waiting list has been exhausted.

The Property Manager will be responsible for continual marketing of the project. Marketing should include advertisements, maintaining the project sign, contacts with other agencies, and working with current residents to locate potential tenants.

Fair Housing - Accommodations

Management will explain the process of requesting accommodation or modifications during the lease process. Further information will be posted on the Community Room bulletin board.

The Concordia Housing Authority will review requests from applicants/tenants for reasonable accommodations in rules, policies, practices, or services when such an accommodation may be necessary to afford the handicapped person equal opportunity to use and enjoy a dwelling unit and/or public and common grounds.

Upon request the management will provide reasonable accommodation for those tenants with special needs. The adaptations may include, but are not limited to, grab bars, water faucets, doorknobs, wider doorways, kitchen equipment and designation or handicapped parking spaces.

A Reasonable Accommodation Request may be submitted to the property manager. Documentation to verify the need for the request may be required. If the request is minor, the property manager may give this approval. Any major request for modification/accommodation will be presented to the Housing Authority board members for approval and/or denial based on the practicality and feasibility to reasonably accommodate a tenant or household member with a disability.

The Owner may permit other reasonable modifications at the applicant/tenant's expense. The request will be reviewed by a qualified craftsman, approved by the Owner, as to the feasibility and practicality of the request. USDA, RD approval will be obtained prior to any modifications being started.

****See Attached Copy of Waiting List***

Tenant Participation in Property Operations

At the time of the lease signing, the new tenant will be given a detailed tour of the complex to familiarize them with the amenities. Management will review the project's Rules and Regulations and provide the tenant with a copy of said rules. Proper procedures for cleaning, maintenance, trash removal and Community Room use will also be reviewed.

The Community Room may be used by tenants at any time; The Community Room must be left clean and any damage to the property will be the tenant's responsibility. Community Room items are **NOT to be taken for personal use.** (paper towels, toilet paper, cleaning supplies/products, coffee, etc.) Tenants will be held responsible for the actions of their guests while on the premises and will be charged the cost of repair to any damages caused by household guests.

NO SMOKING, TOBACCO/VAPING products are allowed in the Community Room or inside rental units. DO NOT discard cigarette butts, or tobacco products on the grounds of the property, or around the premises.

Illegally parked vehicles may be towed. No vehicle repair is to be done in the parking area. Non-functioning vehicles or recreational vehicles are **PROHIBITED**. Management will NOT be responsible for any vehicle or their contents.

Driving onto the lawns or sidewalks is NOT PERMITTED. Tenants will be held responsible for any damage incurred by allowing vehicles onto these areas.

Items (walkers, bicycles, etc.) are not to be left on sidewalks, blocking the flow of traffic. Use and storage of outdoor cooking grills may be allowed by using safety precautions; however, storage of gasoline or other flammable/ combustible articles are **PROHIBITED** in the apartments, patios, or storage areas.

In the event of severe weather tenants are encouraged to take cover in the bathtub of their apartment, which is the center location of the buildings. The Concordia Elementary School FEMA shelter, located south of the Cloud Village property, is also a designated storm shelter. The school will be open by law enforcement and/or the school superintendent during severe weather. **Entrance will be at the South Doors**

NO satellite dish or antennas are allowed. **Cable service is provided through Cunningham Cable at a reduced bulk rate through Cloud Village, if desired.** The cable fee per tenant will be determined based on the number of occupied units receiving cable and reimbursed to Cloud Village by the tenant along with their monthly rent payment. Tenants may opt out of the cable agreement by signing a form to be kept in their file stating they do not wish to receive cable.

Pet Policies

ONE pet per household (with the exception of fish) is allowed with a signed Pet Agreement and a deposit **of 1/2 of the Basic Rental fee for tenant's apartment.** Tenants are not allowed to house unauthorized animals. Tenants are responsible for keeping pets from disturbing others in any way. Aggressive or vicious animals will not be allowed on the property. If a pet shows these behaviors to others, you may be asked to remove your pet from the property.

Pets may be walked off the property; if pets are walked on the premises **ALL debris MUST be removed by tenant.** Pets are required by city policy to be walked on a leash and are not to be left unattended on the patio or property grounds.

Tenants are required to keep their pet updated on vaccinations and pet license through the city. Guests are NOT allowed to bring their pets on to the property of Cloud Village.

The Manager will be responsible for the determination of eligibility and the applicant placement on the waiting list as completed applications are received.

ELIGIBILITY AND CERTIFICATION/RE-CERTIFICATION

Tenant files, which include the application and documentation of proof of income, proof of medical expenses, assets, etc. will be kept in individual unit numbered file folders stored in the property manager's locked office.

There will be no application fee charged.

The site manager will possess basic bookkeeping and/or accounting skills. Knowledge of Quick Books is helpful. Experience in property management, preferably experienced in low-income Rural Development or HUD subsidized housing is helpful. The Manager will have experience in successfully supervising others, and working with elderly, handicapped and disabled individuals. Knowledge of Fair

Housing practices is required. The manager must be willing to maintain the required training hours as per Rural Development requirements. Prior to assuming the duties of manager, an understanding of the basic occupancy standards, income guidelines, eligibility determination, and the certification process will also be expected. The Manager will be a citizen in good standing and be able to represent the Housing Authority Board at City Commission meetings when and if necessary. The management office will be on site of the Cloud Village Apartments property, located in the Community Building.

UNIT LEASES AND LEASING POLICIES AND PROCEDURES

Cloud Village will use RRHAK RA-1, purchased from RD, as the Rental Agreement.

Applications are available on-site in the Community Room. Applicants are placed on the waiting list upon submission of a fully completed, signed, and dated application. Applications may be delivered by mail, placed in the locked rent box, or in person by contacting the Property Manager for an appointment.

The Property Manager is responsible for maintaining the Waiting List and applications. As vacancies occur, the waiting list will be consulted, and applicants contacted according to preference based on income level (very low to moderate) in chronological order.

Along with Agency requirements, the Property Manager **may** also use Landlord/rental history (nonpayment of rent, back rent owed, eviction...), criminal background checks, current living conditions, OR references to determine selection.

Each applicant will be contacted annually by mail to determine continued interest in occupancy. If an applicant does not respond they will be removed from the waiting list and an additional letter will be sent stating the date and reason for removal.

The Property Manager is responsible for maintaining the Waiting List.

Every effort will be made to provide all applicants and tenants with the appropriate communication system, auxiliary aid, and other assistance necessary to ensure effective communication with the Property Manager. The Property Manager will also entertain any suggestions from applicants, tenants, and members of the public on how to meet their special needs in this regard.

Interpreters will be contacted to assist with any tenant who needs assistance in communication due to non-English speaking or reading, hearing or sight impairments. The project will use the TDD system or an equally effective system, provide readers and publish materials in large print as needed.

RENT AND OCCUPANCY CHARGE COLLECTION PROCEDURES

Rents will be paid to the Property Manager in person, by mail or deposited in the locked rent collection box on site. An accurate record will be kept of all rental payments. All payments will be protected on site in the management's locked office until they are deposited in the project's general Operating Account.

Rents will be payable on or before the 1st of each month. Prepayments will be accepted and encouraged whenever possible. Special arrangements will be made for tenants whose regular pay schedule does not correspond to the normal collection period.

On the 10th of the month, all tenants who have not paid their rent will be assessed a \$10 late fee and sent a 30 Day Late Rent notice. Eviction will be sought against a tenant who refuses to pay rent.

The Security Deposit for a one or two-bedroom apartment is **\$300**. At least 1/3 of the payment must be made prior to move-in. The remainder of the payment shall be made in the following 2 months. Non-payment of the security deposit will result in VOID of your lease agreement.

All Security Deposits will be retained in the Security Deposit Account and returned to the tenant less any amount for damages upon move-out. Any interest incurred from the Security Deposit account will be put in the Operating Account for property use.

PROCEDURES REQUESTING AND IMPLEMENTING RENT OR OCCUPANCY CHARGE CHANGE

Requests for rent changes will be made with submission of the project's proposed budget. At the time the rent change request has been submitted the manager will notify tenants of the request. Tenants will have 20 days from the time notice is posted to make a comment and/or objection, in writing to Rural Development. Upon approval by the Agency, a notice will be delivered to each tenant as well as posted in the Community Room stating the amount of the rent increase **at least 30 days prior to the increase taking effect**.

The need for a rent increase will be determined when developing the budget for the following year by the manager. The request will be placed when the budget is submitted per USDA RD guidelines and deadlines. This will normally fall on or around the first of October as the fiscal year begins on the first of January.

The Property Manager will work in conjunction with the Owner to determine when a rent increase is necessary. The Property Manager will be responsible for initiating and submitting the proper documentation for the change.

MAINTENANCE, REPAIR AND REPLACEMENT PLAN

Routine inspections will be made every year by the Property Manager, and more frequently when time is available. At the time of inspections, the need for redecorating or repairs is determined. All routine repairs will be made without cost to the tenant, except those items which are the tenant's responsibility caused by carelessness, which is not normal wear and tear. All such charges will be billed and collected during the rental period when the repairs are made. Tenants will be held responsible for the payment to treat Bed Bug infestations, or other continued reoccurring pest infestations.

Reserve Account requests for ground maintenance, materials, supplies, and services for major repairs of \$25,000.00 or less (*all work included in one contract*) may be approved without required bids. These requests will not require bids even if there is an IOI entity. Contracts will be awarded to the most qualified, competitive vendor. Any repair item in the amount of **\$1,000 or greater being used from the Operating Account must be approved by the "owner" prior to purchase unless an emergency requires immediate purchase**. Major repairs will be paid for by the Operating Account when feasible.

The Owner will follow the life-cycle guidelines provided by the Agency to determine the replacement time of appliances and large items.

Utilities contracts are maintained by the City of Concordia and are not negotiable by the Owner.

All discounts, rebates, etc. are the property of the project and will be credited to the project account or deposited into the general Operating Account.

As-built plans for the property will be housed at the City Hall building and maintained/updated by the City Building-Code inspector.

Maintenance records will be maintained on each apartment.

It will be the policy of the Owner to keep all buildings, grounds, and apartments in good repair at all times.

Preventative maintenance will be done on a regular basis, in accordance with manufacturers' recommendations. All appliances will be checked for proper operation before initial occupancy. All appliances will be serviced as needed.

Smoke detectors will be provided in each unit, as well as in the common areas, as required by the state and city code. The **detectors will be checked prior to occupancy to ensure proper operation and during routine inspections.** Smoke detectors are not to be damaged or taken down by tenants.

Snow/ice will be removed from walkways by contracted personnel, as soon as possible, after the snow has stopped. Outside lighting will be maintained throughout the property.

Exterior painting will be scheduled as needed. Interior painting and flooring replacement in units will be scheduled as required or on tenant move out as needed. Interior painting and flooring replacement in common areas will be scheduled as required. Exterior and interior painting and flooring replacement may be completed by private vendors.

Lawn care/ground maintenance will be performed by contracted personnel. All plants, trees and lawn will be maintained, mowed, and fertilized in accordance with good landscaping and ground keeping procedures. All grounds will be kept free of weeds, branches, and trash at all times. Garbage and trash containers and laundry areas will be maintained on a regular basis. Tools will be kept in good repair with proper maintenance. Driveways and parking areas will be maintained in good repair and free from dirt and litter.

Tenants may decorate or plant the area immediately adjacent to their patio (in between patios), only if they are able to maintain the area. The owner, manager or lawn care provider is NOT responsible for maintaining a fore described area if altered by tenant. Tenants may not plant near the downspouts. Tenants may also NOT plant trees, bushes or other plants that can damage the guttering, foundation, or building. Tenants may be held responsible for cleaning up the area when vacating the apartment.

Major repairs will be completed by private vendors through competitive bidding, where required. After obtaining Owner approval, the contract will be awarded to the most qualified competitive vendor. Any repair item in the amount of **\$1000 or more will be considered major.** Major repairs will be paid for by the Operating Account, if feasible. Otherwise, a request for use of Reserve Funds will be processed.

The project will receive local pick-up of garbage and trash on a regular schedule and tenants will be advised of the schedule. Each resident shall use the dumpsters provided and dispose of their trash in sealed bags. Trash disposal will be paid out of the project expense. All garbage and trash **MUST BE** placed in suitable, substantial, non-leaking covered containers (i.e. plastic bags) and placed as directed by the Manager, in the appropriate dumpster area. Each resident is responsible for the cleanliness and removal of litter in and around their own apartment. Trash may **NOT** be kept in a container on patios. Furniture, appliances, or other large household items are the responsibility of the tenant. These items are **NOT ALLOWED** to be placed in, or around, the dumpster areas.

A strong policy of good housekeeping, cleanliness and good repair to the buildings, equipment, tools, and common areas will be maintained in accordance with good maintenance procedures.

All deficiencies that may occur on inspection will be corrected without delay and constant effort will be made to prevent such deficiencies from reoccurring. All efforts will be made to preclude infractions of city and state codes to keep the project free of hazards that could result in accidents and injuries on which the Complex could be held civilly liable.

Non-Unit Areas

The Community Room and surrounding areas will be checked by the Property Manager on a weekly basis. Guttering, signage, grounds, foundations, and exterior structures will be inspected on a bi-annual basis.

A separate Maintenance file will be kept for the Community Room (Non-Unit area). Copies will be available for the Housing Authority Board.

****See Attached Copy of Annual Unit Inspection Form***

System for Responsive Maintenance

In the normal day to day operation of the property, residents will be asked to complete a **written** service request when maintenance problems within their units occur. The service request will then be passed on to the maintenance personnel, who will ensure that the work is completed **within seven working days** unless there are circumstances beyond their control which prohibit the completion of the item within the time period. If for any reason, the work cannot be completed within seven working days, the resident will be contacted and notified of the problem and will also be given an estimated time that the work will be completed.

Tenants may be charged a \$10 trip fee for call backs after hours to unlock doors. Management will NOT be responsible for letting visitors into the tenant's apartment.

Emergency maintenance will be completed ASAP. Residents are instructed to contact the Property Manager who will contact the Maintenance personnel or appropriate vendor.

Routine Maintenance Inspection forms will be completed by personnel completing repair and then kept in the Unit Maintenance file in the management office.

Routine Maintenance Requirements

Maintenance staff will comply with routinely scheduled items as listed below: Monthly -

Bi/Monthly: Check water softeners & add salt as needed

Semi-Annually: Clean gutters
 Clean out dryer vent traps

Annually: Check and clean sidewalk grates
 Check utility closet drains to ensure draining properly Cover
 AC units (fall)
 Remove AC covers (spring)

Purchase Orders/Payments

Purchase orders/Invoices for the previous month are currently paid upon the Owner's approval at the following monthly Board meeting. When a meeting is unable to be held due to lack of quorum (or other reasons), the Property Manager is allowed to pay the expenses for the month to prevent late fees. Bills paid will be reviewed with the board at the following months meeting.

Long Term Capital Needs

A long-term asset management plan will be developed for the project and will be reviewed annually during the budget preparation process. Items of repair and replacement will be categorized for payment with Operating or Reserve Funds. For any major repair or replacement items which are **over \$5000 in which Reserve Funds could be authorized, two bids will be obtained.** If unable to obtain two bids, an explanation of why the borrower was unable to obtain two non-- IOI bids must be provided when appropriate. A written request for use of Reserve Funds along with the management's recommendation will be submitted to USDA, Rural Development prior to the repair or replacement being started. Upon approval from USDA, Rural Development, the manager will contact the vendor to commence the work.

SUPPLEMENTAL SERVICES:

Laundry, Vending and Security

Coin-operated washers and dryers are installed in the laundry room for tenants' use. The equipment is owned and operated by the Owner.

Money is collected and deposited into the general Operating Account by the Property Manager. Laundry income is a line item on the budget.

The Owner is responsible for maintenance of the laundry equipment.

ACCOUNTING, RECORD KEEPING AND MEETING AGENCY REPORTING REQUIREMENTS

The project's accounting method is accrual. Tenant and Operating Accounts are maintained by the Property Manager. Accounts established for the project are General Operating Account, Reserve Account, Security Deposit Account, and Insurance Premium Account. Accounts are compatible with RD 3560-7 as required.

The interest earned in the Reserve Account will remain within said account and can be used to meet the required annual Reserve transfer.

The Property Manager is responsible for the preparation and submission of the monthly, quarterly, and annual reports required by USDA RD.

All current records will be kept locked in the office of the property manager at the complex. All files subject to review by RD will also be kept locked on site. Excess aging documents will be stored in the basement of the City of Concordia - City Hall building. Records will be retained for the required 3 year period or from the last Supervisory Visit (whichever is longer).

ENERGY CONSERVATION PLANS

Tenants will directly control the conservation of energy in the following areas:

- a. timing the use of hot water to coincide with off-peak periods
- b. regulation of thermostats
- c. window infiltration (application of insulated shades or other window treatments)
- d. lighting needs in their unit
- e. heat loss caused by opening windows for ventilation

The conservation practices will affect the use of electricity.

Tenants will be oriented to energy conservation measures upon moving into the project by means of orientation sessions outlining ways they can reduce energy and thus reduce overall operating costs. Tenants will be requested to practice energy conservation. In addition, energy efficient appliances will be purchased to replace current appliances as needed.

Management will have the direct control over such energy conservation practices as:

- a. lighting used in the Community Room
- b. uses of energy for heating &/or AC in Community Room and the timing of such consumption.

Utility to be affected is electricity.

GRIEVANCE PROCEDURES

Tenant Grievance and Appeals Procedures are posted on the Community Room bulletin board. A copy of the Grievance Procedures is provided to all tenants and move-in, as well as duplicates on request.

****See Attached Copy of Grievance Procedures***

MANAGEMENT TRAINING

To maintain professionalism, all management staff will be required to satisfactorily complete at least one USDA, Rural Development approved training course/seminar annually. The cost of training and educational materials for the site manager is a project expense, if reasonable, properly budgeted for, and approved by USDA, Rural Development.

The off-site manager will possess basic bookkeeping and/or accounting skills. Knowledge of Quick Books is helpful. Experience in property management, preferably experienced in low-income Rural Development or HUD subsidized housing is helpful. The Manager will have experience in successfully supervising others, and working with elderly, handicapped and disabled individuals. Knowledge of Fair Housing practices is required. The manager must be willing to maintain the required training hours as per Rural Development requirements. Prior to assuming the duties of manager, an understanding of the basic occupancy standards, income guidelines, eligibility determination, and the certification process will also be expected. The Manager will be a citizen in good standing and be able to represent the Housing Authority Board at City Commission meetings when and if necessary.

LEASE TERMINATION &/OR EVICTION:

The property manager will be knowledgeable and responsible for following local and state laws, along with Rural Development's requirements for notification given to tenants as well as the procedures to be taken for termination of leases and/or evictions.

Prior to occupancy, the Property Manager and prospective tenant will inspect all appliances and mechanical equipment in the unit to determine that it is in proper working order. A security deposit of **\$300** is required with the lease of an apartment. At least 1/3 of the payment must be made prior to move in. The remainder of the payment shall be made in the following 2 months. Non-payment of the security deposit will result in VOID of your lease agreement. Electricity **MUST** be transferred to the tenant's name **PRIOR** to move in, with written verification given to the Manager.

Tenants **MAY NOT** change their locks.

Renters are strongly encouraged to obtain renters insurance on personal property (although it is not required). Your personal property will NOT be covered by Cloud Village insurance.

Overnight guests are allowed **OCCASIONALLY**. If you have an overnight guest for an extended period, you must receive **Management permission in advance**, as stipulated in the Lease Agreement. Management **MUST** be notified of any change to the household **PRIOR** to the change.

A 30-day written notice is required when a tenant wishes to terminate the lease. The tenant is responsible for leaving the apartment clean, ready-to-occupy condition. Any debris, furniture, clothes, etc. left in an apartment or on the premises after tenant vacates and turns in keys to the Manager, is left at tenant's risk and will be disposed of according to applicable state laws regarding abandoned property. Prior to move-out, the Property Manager and tenant(s) (if available) will inspect the unit to determine any damages. All repairs, decorating and cleanup work will be noted in the inspection report and completed prior to renting the unit. At move-out the tenant will be given the opportunity to correct deficiencies.

****See Attached Copy of Move-In/Move-Out Inspection form***

Violations that can result in a 14/30 being issued or non-renewal of lease include **but are not limited to:**

- Unauthorized guests - if in question the tenant and guest must provide proof of their own residents (ex: current utility bill, driver's license, lease agreement)
- Reoccurring issue with pest infestations caused by tenant (roaches, rodents, bed bugs, etc.)
- Hoarding or lack of cleanliness within the apartment. (Health & Safety issue)
- Noise disturbance
- Unauthorized pets (only pets listed on the lease may be allowed on the property)
- Not cleaning up after pets on property &/or non-compliant with pet policy (Health & Safety issue)
- Damage and/or removal of smoke detector
- Destruction of property
- Acts making it necessary to notify police; OR a pattern of violent behavior, threats, or assault
- Non-payment OR three (3) Late rents

INSURANCE:

The property manager will be responsible for the knowledge of required fidelity coverage and property insurance coverage by Rural Development, as well as keeping the Owner informed of requirements.

MANAGEMENT AGREEMENT:

****See Attached Copy of Management Agreement***

MANAGEMENT COMPENSATION:

Property Management fee will be determined by Concordia Housing Authority board members and reviewed yearly. Manager will be reimbursed monthly during the regular billing cycle.

Authority member can temporarily serve as the Property Manager without compensation.

SITE MANAGEMENT:

The Manager's fundamental responsibility is the supervision (time, knowledge, and expertise) of the overall operations and capital improvements. The fundamental duties of the Manager include but are not limited to the following:

1. Contracted by the Authority
2. There will be NO Identity of Interest between property manager and said property
3. The Secretary of the Authority shall be bonded
4. Compensation determined by Authority
5. Shall have general supervision over the administration and operation of business/affairs and capital improvements
6. Charged with management of the Authority's housing projects
7. Maintain Authority records & journal Authority proceedings; recording all votes
8. Monitor project operations, maintenance, training and supervision of on-site personnel
9. Preparation of request for Reserve withdrawal, rent adjustments, rehabilitation and energy conservation proposals, plans and specifications
10. Review and submission of tenant certifications and monthly project worksheet with payment. Assure protection of project receipts and make project invoice and payment disbursements countersigned by designated signee
11. Establish and maintain a system to keep project books, reports, records and accounts of all accounting records in compliance with Form RD 3560-7
12. Monthly preparation and distribution of monthly/quarterly/annual reports to the Authority and Rural Development as required
13. Development, preparation, and revision of Plans and/or Agreements.
14. Meet with Owners, investors and/or lending agency;
15. Other duties as assigned

The Property Manager will live off-site and is not considered an employee of the Owner; therefore, Fidelity Bond Coverage is required and will be the responsibility of the Owner.

Office hours may vary however, the manager will be available through phone calls, emails, and/or by scheduled appointment. The manager's phone number is posted on the entry doors to the community building as well as inside the building.

VAWA RIGHTS: **see Attached copy*

<u>STACEY SMITH</u>	<u><i>Stacy Smith</i></u>	<u>3-11-2025</u>
BOARD CHAIRMAN	SIGNATURE	DATE
(PRINTED NAME)		