

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

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2001

Huntingburg Housing Authority (HHA)
1102 Friendship Village
Huntingburg, IN 47542
812-683-2513 (phone/fax)
huntha@psi.net

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: Huntingburg Housing Authority (HHA)

PHA Number: IN028

PHA Fiscal Year Beginning: 01/2001

Public Access to Information

**Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)**

 Main administrative office of the PHA

Display Locations For PHA Plans and Supporting Documents

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

 Main administrative office of the PHA

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

 Main business office of the PHA

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004

A. Mission

The PHA's mission is:

- * The mission of the Huntingburg Housing Authority (HHA) is to provide adequate & affordable housing, economic opportunity, and a suitable living environment without discrimination to the citizens of this area. We will provide and maintain a decent, safe and sanitary living environment. It is the intent of this agency to be considered a valued part of the local community.**

B. Goals

As a Public Housing Authority, our basic goals are to (1) assist in making available, to low-income individuals and families, decent, safe & affordable housing; (2) ensure equal opportunity in housing for all individuals; (3) promote self-sufficiency & asset development of families/individuals; and (4) assist in improving the quality of life and the economic advancement of the tenants within our community. The following goals & objectives have been adopted for the next five years to ensure that our Mission Statement is upheld.

The following goals and objectives adopted by the Huntingburg Housing Authority are:

Goal One: Maintain our score as a "standard performer" with strategies to achieve available higher level scores.

Objectives:

1. HHA will ensure that the vacancy rate will continue to average 98%+ on an annual basis.
2. HHA will work cooperatively with the residents to provide assistance with budgeting to ensure rent is paid timely and provide payment plans in situations as deemed necessary to reduce write-offs.
3. Work orders will comply with the timeliness standards for Emergency & Routine tasks.
4. Annual inspections utilizing PHAS standards will be conducted with 100% compliance.

Goal Two: Maintain the premises in such a manner so as to be a highly regarded neighbor in the community.

Objectives:

1. Apply for funding/grants as the need arises to ensure the units meet technical requirements as set by PHAS's inspection standards.

2. Do annual inspections of all apartments to ensure tenants are practicing the cleanliness provisions of PHAS's inspection standards, as well as, the HUD/HHA Housekeeping Standards.
3. Provide each tenant with a copy of HHA's & HUD's Cleaning Standards to enable them to meet lease & inspection regulations.

Goal Three: Provide a safe and secure living environment for our tenants and to achieve the maximum NASS score.

Objectives:

1. Monitor the Security Services Program to ensure the amount of time allotted to the Security Officer is sufficient to fulfill protective needs.
2. To budget inclusions to preserve the continuation of the Security Services Program.
3. Manage the educational/instructional curriculum to ensure it meets the requests and needs of the residents.

Goal Four: Provide opportunities and information to the residents concerning higher education and job training.

Objectives:

1. Provide information at the request of residents concerning local schools & colleges to provide training sessions and GED information.
2. Assist residents in contacting local employment agencies in an effort to provide sign-up and informational sessions for the tenants.
3. Assist residents, at their request, in contacting local factories, retailers and other employers about job requirements and applications.

Annual PHA Plan PHA Fiscal Year 2001

i. Annual Plan Type:

Streamlined Plan:

- ✓ Successful Performer per Secretary's Commendation (May 31, 2000)
- ✓ Small Agency (50 Public Housing Units)

ii. Executive Summary of the Annual PHA Plan

The Huntingburg Housing Authority (HHA) has prepared this Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 & the ensuing HUD stipulations in accordance to the Federal Register of 2/18/99.

HHA has adopted the following Mission Statement as a guide in providing services to our residents and the community.

- * **The mission of the Huntingburg Housing Authority (HHA) is to provide adequate & affordable housing, economic opportunity, and a suitable living environment without discrimination to the citizens of this area. We will provide and maintain a decent, safe and sanitary living environment. It is the intent of this agency to be considered a valued part of the local community.**

As a Public Housing Authority our basic goals are to (1) assist in making available decent, safe & affordable housing; (2) ensure equal opportunity in housing for all individuals; (3) promote self-sufficiency & asset development of families/individuals; and (4) improve the quality of life and economic quest within the community. The following goals & objectives have been adopted for the next year to ensure that our Mission Statement is upheld.

Goal One: Maintain our score as a "standard performer" with strategies to achieve available higher level scores.

Objectives:

1. HHA will ensure that the vacancy rate will continue to average 98%+ on an annual basis.
2. HHA will work cooperatively with the residents to provide assistance with budgeting to ensure rent is paid timely and provide payment plans in situations as deemed necessary to reduce write-offs.
3. Work orders will comply with the timeliness standards for Emergency & Routine tasks.
4. Annual inspections utilizing PHAS standards will be conducted with 100% compliance.

Goal Two: Maintain the premises in such a manner so as to be a highly regarded neighbor in the community.

Objectives:

1. Apply for funding/grants as the need arises to ensure the units meet technical requirements as set by PHAS's inspection standards.
2. Do annual inspections of all apartments to ensure tenants are practicing the cleanliness provisions of PHAS's inspection standards, as well as, the HUD/HHA Housekeeping Standards.
3. Provide each tenant with a copy of HHA's & HUD's Cleaning Standards to enable them to meet lease & inspection regulations.

Goal Three: Provide a safe and secure living environment for our tenants and to achieve the maximum NASS score.

Objectives:

1. Monitor the Security Services Program to ensure the amount of time allotted to the Security Officer is sufficient to fulfill protective needs.
2. To budget inclusions to preserve the continuation of the Security Services Program.
3. Manage the educational/instructional curriculum to ensure it meets the requests and needs of the residents.

Goal Four: Provide opportunities and information to the residents concerning higher education and job training.

Objectives:

1. Provide information at the request of residents concerning local schools & colleges to provide training sessions and GED information.
2. Assist residents in contacting local employment agencies in an effort to provide sign-up and informational sessions for the tenants.
3. Assist residents, at their request, in contacting local factories, retailers and other employers about job requirements and applications.

HHA's Annual Plan is fundamental in the process to accomplish our goals and objectives which will ensure the progression to successfully meet and maintain our Mission Statement.

The policies, Management Plan, resolutions, timely completion of all HUD mandated reports, monthly board meetings, current lease, ACOP, Newsletters/Memos-to-Tenants, along with the security programs, etc. are all components of our Annual Plan. The attainment of fulfilling these targets provides our Housing Authority with the capacity to comply with all portions of the Agency Plan.

iii. Annual Plan Table of Contents

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Resident Advisory Board	
Consolidated Plan	
Optional Consolidated Plan	N/A

Attachments

Required Attachments:

- "A" Admissions Policy for Deconcentration
- "B" FY 2001 Capital Fund Program Annual Statement
- N/A Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- "C" PHA Management Organizational Chart
- "D" Security Services Plan
- "E" Comments of Resident Advisory Board
(must be attached if not included in PHA Plan text)
- "F" Pet Policy
- "G" Lease (includes pet policy)
- "H" Resident Membership on Board of Commissioners

Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
ü	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
ü	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
ü	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
ü	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
ü	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
ü	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
ü	Public housing rent determination policies, including the methodology for setting public housing flat rents ü check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
ü	Schedule of flat rents offered at each public housing development ü check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies	Annual Plan: Rent Determination
ü	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including roach infestation)	Annual Plan: Operations and Maintenance
ü	Public housing grievance procedures check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures	Annual Plan: Grievance Procedures
ü	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
ü	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program	Annual Plan: Homeownership
	Any cooperative agreement between the PHA & the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
ü	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ability	Size	Locati on
Income <= 30% of AMI	N/A	5	5	5	1	4	1
Income >30% but <=50% of AMI	N/A	3	5	5	1	4	1
Income >50% but <80% of AMI	N/A	2	4	5	1	3	1
Elderly	N/A	5	3	3	4	1	1
Families with Disabilities	N/A	2	4	3	5	2	1
Race/Ethnicity	N/A	3	5	5	1	5	1
Race/Ethnicity	N/A	3	5	5	1	5	1
Race/Ethnicity	N/A	3	5	5	1	5	1
Race/Ethnicity	N/A	3	5	5	1	5	1

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ✓ U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- ✓ Other housing market study
Indicate year: 1997
- ✓ Other sources: (list and indicate year of information)
Internet Research using "Access Indiana" sites (1997 & prior)

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	5		28%
Extremely low income <=30% AMI	4	80%	
Very low income (>30% but <=50% AMI)	1	20%	
Low income (>50% but <80% AMI)	0		
Families with children	4	80%	
Elderly families	1	20%	
Families with Disabilities	0		

Housing Needs of Families on the Waiting List

Race/ethnicity	0		

Characteristics by Bedroom Size (Public Housing Only)			
1BR	1		
2 BR	3		
3 BR	1		
4 BR	0		
5 BR	N/A		
5+ BR	N/A		

Is the waiting list closed (select one)?

No Yes

NOTE: Our waiting list is always open.

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

C. Strategy for Addressing Needs

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
 - Reduce turnover time for vacated public housing units
 - Reduce time to renovate public housing units
 - Seek replacement of public housing units lost to the inventory through mixed finance development
 - Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
 - Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
 - Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
 - Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority & poverty concentration
 - Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
 - Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)
- a. Continue with our policy of notifying applicants as soon as unit becomes available;
 - b. Continue to clean & get unit ready for occupancy as quickly as possible; and
 - c. Advertise as necessary if waiting list is not sufficient.

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

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

Work with the Mayor, City of Huntingburg, Martin Group, Inc., Lincoln Hills Development and the Southern Six Investment Group in establishing affordable housing projects locally.

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

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

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

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

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

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)
Make available to the elderly all information that would help them receive medical and living assistance, including legal data.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)
 - Having renovated 5% of our housing units to meet 504 requirements, future accommodations will be done as the need arises with CIAP funds or with regular budget provisions which will not put an undue hardship on the housing authority.

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

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

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)
 1. With annual increase of Hispanic individuals into our community, we contact local churches and organizations to ensure their awareness of our housing availability.
 2. Applications for housing are taken at any time in order to provide ample opportunity for everyone to be put on the waiting list if they qualify for residency.

Strategy 2: Conduct activities to affirmatively further fair housing

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	ü	
b) Public Housing Capital Fund		
c) HOPE VI Revitalization		
d) HOPE VI Demolition		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
e) Annual Contributions for Section 8 Tenant-Based Assistance	ü	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	ü	Routine budgetary expenses
4. Other income (list below)		
4. Non-federal sources (list below)		
Total resources		

3. PHA Policies Governing Eligibility, Selection, and Admissions

A. Public Housing

(1) Eligibility

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

- When families are within a certain number of being offered a unit:
(state number)
- When families are within a certain time to be offered a unit: (state time)
Other: when the application and all required forms are completed.

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

- Criminal or Drug-related activity
Rental history
Housekeeping history
Other: references

c.

Yes: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d.

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

e.

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

(2)Waiting List Organization

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

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists as generated by computer software
- Other (describe)

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

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

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

1. How many site-based waiting lists will the PHA operate in the coming year? 2

2.

- No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3.

- No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b.

- Yes
- No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions?

- Emergencies
- Over-housed
- Under-housed
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1. No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection (5) Occupancy)

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

Former Federal preferences:

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

Other preferences: (select below)

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

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

Former Federal preferences:

- (a) Involuntary Displacement (Disaster, Government Action, Housing Action, (b) Owner, Inaccessibility, Property Disposition, (c) Victims of domestic violence, (d) Substandard housing, (e) Homelessness, & (f) High rent burden

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy (ACOP)
- PHA briefing seminars or written materials
- Other source (list)
 - Policy Book
 - Resident Handbook

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

- At an annual re-examination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)
 - When information is requested by HHA

(6) Deconcentration and Income Mixing

a.

No: Did the PHA's analysis of its family developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b.

No: Did the PHA adopt any changes to its admissions policies based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site-based waiting lists
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

d.

No: Did the PHA adopt any changes to other policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results did not indicate a need for such efforts
- List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results did not indicate a need for such efforts
 List (any applicable) developments below:

B. Section 8

N/A

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- Criminal or drug-related activity only to the extent required by law or regulation
 - Criminal and drug-related activity, more extensively than required by law or regulation
 - More general screening than criminal and drug-related activity (list factors below)
 - Other (list below)
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (directly or an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
 - Other (describe below)

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- None
 - Federal public housing
 - Federal moderate rehabilitation

- Federal project-based certificate program
- Other federal or local program (list below)

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

- PHA main administrative office
- Other (list below)

(3) Search Time

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

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
 Other (list below)

4. PHA Rent Determination Policies

A. Public Housing

(1) Income Based Rent Policies

a. Use of discretionary policies: (select one)

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

---or---

The PHA employs discretionary policies for determining income based rent
(If selected, continue to question b.)

b. Minimum Rent

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

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

2. Yes

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

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

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

1. Yes

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

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

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

- For the earned income of a previously unemployed household member
 For increases in earned income
 Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:
 Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
 For household heads
 For other family members
 For transportation expenses
 For the non-reimbursed medical expenses of non-disabled or non-elderly families
 Other (describe below)

e. Ceiling rents

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

Yes for all developments

- Yes but only for some developments
- No

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

For all developments

- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

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

Market comparability study with other authorities

Fair market rents (FMR)

- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

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

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

g. Yes

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

(2) Flat Rents

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

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)
 - a. Resident discussions of financial needs as they become employed
 - b. Discussions with other regional PHAs

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

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

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

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

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

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

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

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

Annually

Other (list below)

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

Success rates of assisted families

Rent burdens of assisted families

Other (list below)

(2) Minimum Rent

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

\$0

\$1-\$25

\$26-\$50

b. Yes

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

5. Operations and Management

Exemptions from Component 5: **High performing and small PHAs are not required to complete this section.** Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

An organization chart showing the PHA's management structure and organization is attached.

A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (list below)
- (2) Section 8 Management: (list below)

COMPONENT 6

1. PHA Grievance Procedures

A. Public Housing

1. Yes

No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

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

B. Section 8 Tenant-Based Assistance

1. Yes

- No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

PHA main administrative office

- Other (list below)

7. Capital Improvement Needs

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment. -or-

The Capital Fund Program Annual Statement is provided below:

Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number IN36P02890600 FFY of Grant Approval: (10/2000)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	\$77,500.00
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	

7	1430	Fees and Costs	
9	1450	Site Improvement	
10	1460	Dwelling Structures	
11	1465.1	Dwelling Equipment-Nonexpendable	
12	1470	Non-dwelling Structures	
13	1475	Non-dwelling Equipment	
15	1490	Replacement Reserve	
18	1498	Mod Used for Development	
19	1502	Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)		\$77,500.00
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Compliance		
23	Amount of line 20 Related to Security		
24	Amount of line 20 Related to Energy Conservation Measures		

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
IN028	Expand maintenance building, replace appliances as needed at both sites, replace mowers & complete landscaping.	1406	\$77,500.00

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
IN028	06/30/2001	09/30/2001

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes

No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund?
(if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)
-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

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

Yes



No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete 1 set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development
- Revitalization Plan submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

8. Demolition and Disposition

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

1. Yes

No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition	<input type="checkbox"/>
Disposition	<input type="checkbox"/>

<p>3. Application status (select one)</p> <p>Approved <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u></p>
<p>5. Number of units affected:</p> <p>6. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity:</p> <p>b. Projected end date of activity:</p>

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

Exemptions from Component 9; Section 8 only **PHAs are not required to complete this section.**

1. Yes

No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)	
5. If approved, will this designation constitute a (select one)	<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	
7. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

Exemptions from Component 10; Section 8 only **PHAs are not required to complete this section.**

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes

No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
--

1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required?(If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in pending/approved HOPE VI demolition application (date submitted/approved: <input type="checkbox"/> Units addressed in a pending//Approved HOPE VI Revitalization Plan (date submitted/approved <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes

No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B;.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	<input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)	
5. Number of units affected:	
6. Coverage of action: (select one)	<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. Yes

No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

12. PHA Community Service and Self-sufficiency Programs

Exemptions from Component 12: High performing and **small PHAs are not required to complete this component with the exception of Community Service which is now required by all PHAs.**

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes

No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

Client referrals

Information sharing regarding mutual clients (for rent determinations and otherwise)

Coordinate the provision of specific social and self-sufficiency services and programs to eligible families

Jointly administer programs

Partner to administer a HUD Welfare-to-Work voucher program

Joint administration of other demonstration program

Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

Public housing rent determination policies

Public housing admissions policies

Section 8 admissions policies

Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA

Preference/eligibility for public housing homeownership option participation

Preference/eligibility for section 8 homeownership option participation

Other policies (list below)

b. Economic and Social self-sufficiency programs

Yes

No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs.

Services and Programs

Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

(2) Family Self Sufficiency program/s

- a. Participation Description
- b.

N/A	-	Family Self Sufficiency (FSS) Participation
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- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size? If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by:
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

Per the Department of Housing & Urban Development, HUD, the final ruling as documented in the Federal Register, Subpart F, dated March 29, 2000, effective October 1, 2000, the following standards have been instituted by Resolution 06-2000. All residents living in a HHA unit who are not employed and over the age of 18, unless disqualified by age or disability, will be required to complete 8 hours of community service each month.

Community Service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment & cannot include political activities. Work normally performed by an HHA employee cannot be done as community service by residents. It also cannot be “babysitting for a friend as a favor” or other such activities.

Lease term and renewal will continue to be from the time of the annual re-certification in January of each year. NOTE: Re-certification packets are distributed in December of each year and are due in the HHA office within 30 days. **If the household does not provide proper documentation if 8 hours of community service per month as required, the lease will not be renewed and immediate eviction will occur.** This does not supercede eviction by lease violations.

Exempt individual is an adult who is:

1. 62 years of age or older;
2. is blind;
3. is a disabled individual who certifies that, because of this disability, she/he is unable to comply with the service provisions of the subpart;
4. is the primary caretaker of a disabled resident requiring 24 hour homebound care;
5. or is engaged in work activities (i.e. employed full-time or part-time – at least 10+ hours per week for which they are monetarily compensated)

Service requirements for each non-exempt adult resident are as follows:

1. Complete 8 hours per month of community service; or
2. Participate in an economic self-sufficiency program for 8 hours per month; or
3. Perform 8 hours per month of combined activities as described above;
4. Written documentation must be provided of such community service from the HHA approved program to the housing authority.

13. PHA Safety and Crime Prevention Measures

Exemptions from Component 13: High performing and **small PHAs not participating in PHDEP skip to component 15.** High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

N/A

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

N/A

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

HHA has a Security Officer who is also a member of the Huntingburg Police Department. There is, of course, cooperation between our security program and the local law enforcement officers. Our officer works 7 to 10 hours per week at both League Circle and Friendship Village.

D. Additional information as required by PHDEP/PHDEP Plan

Yes

No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

14. RESERVED FOR PET POLICY

**HUNTINGBURG HOUSING AUTHORITY (HHA)
PET POLICY**

The HHA Pet Policy is being revised as set by the Federal Register 24CFR Part 960, dated 07/10/2000, effective 08/01/2000. The previous pet policy dated July 21, 1987, complied with Section 227 of the Housing and Urban Rural Recovery Act of 1983 providing for the ownership of pets in Federally assisted rental housing built exclusively for the elderly and/or handicapped. Since 1997, HHA has allowed family households to have designated pets such as caged birds or aquariums for fish or small turtles. Having permitted this, we are in compliance with the new Federal ruling to allow designated pets in low-income family residences. However there are some changes concerning refundable & non-refundable pet security deposits that now have to be initiated concerning pet ownership that will become effective August 1, 2000.

The pet deposits as of August 1, 2000, will be as follows:

- A \$200 non-refundable pet deposit plus a \$100 refundable pet deposit will be required on any cat or dog owned or kept by a household.
- A \$100 refundable pet deposit will be required on a fish tank (tanks can be no larger than 10 gallon capacity).
- A \$100 refundable pet deposit will be required on each bird cage up to a maximum of 2 birds per cage.

NOTE: All pets that were owned by residents as of July 31, 2000, will be "grandfathered in" without any changes in pet deposits.

This means that FV tenants who had pets on that date will see no change in their pet deposit unless they acquire a pet on or after 08/01/2000. The stated pet deposit standards set as of 08/01/00, will then apply. Tenants at LCA who had birds or fish as of July 31, 2000, will not be assessed the new pet deposit rates. However, any pet acquired on or after 08/01/00, will be regulated by the rates effective that date.

Rules will be enforced as follows:

- ***No rodents*** (i.e. rabbits, hamsters, mice, rats, ~~etc~~) ***reptiles*** (i.e. snakes, lizards, iguanas, alligators, ~~etc~~) ***allowed.***
- As of August 1, 2000, a \$200 non-refundable pet deposit plus a \$100 refundable pet deposit must be paid in advance of bringing a cat or dog into a household or into a HHA. ***Non-refundable deposit means that this money will not be returned to the tenant at the end of tenancy or if the pet is no longer in residence. Refundable deposits will be returned to the resident at the end of tenancy if there are no damages caused by the pet.***
- A description and vet report must be supplied with the paid deposits is required before the cat or dog is brought into the unit.
- Households are limited to one cat, one dog, one 10 gallon aquarium or two caged birds. NOTE: Birds must be caged at all times.
 - Cats must be spayed/neutered, have proof of annual check-ups & all required shots, plus the front paws must be de-clawed. A plastic litter box is required with used/soiled litter disposed of in tied, plastic bags.
 - Dogs must be spayed/neutered, have current township license, adult weight cannot exceed 20 pounds with proof of annual check-ups and required shots. When walking/exercising the animal, all fecal matter must be picked up & then disposed of in air-tight container. The animal must be bathed/groomed on a regular basis, if noise becomes an issue the HHA may require removal of animal or loss of tenancy.
- All owners will be responsible for any cost incurred in dealing with a flea, tick, and/or insect infestation problem due to the animal.
- Pets must be provided with a proper diet, clean living environment, exercise and medical attention. ***NOTE: if at anytime the presence of a pet is deemed to cause a problem affecting the safety, sanitation or living environment for the household, other residents or HHA, the pet will be removed.***
- A paid pet-deposit of \$100 is required from households prior to the acquisition & housing of birds in a HHA unit (limit 2 birds per cage, 1 cage per unit).
- A paid pet-deposit of \$100 is required from household prior to the acquisition of a 10 gallon aquarium for fish or turtles (no reptiles or rodents) for placement in a HHA unit.
- If pets are acquired, housed or brought into HHA premises prior to the pet- deposits being paid, the pets will be have to removed and the household will be prohibited from having any type of pet during their tenancy.
- Pet owners must arrange for the care of their pet when the owner is away.
- No pets shall be allowed in the community room except for animals which are trained to assist disabled individuals or by special permission of the Director.

- **Pets (both cats & dogs) are to be kept in the apartments....they are not allowed to run/roam free and are *not* to be chained outside. Pets are to be walked with a leash.**

HHA will require the removal of pets whose conduct or condition is duly determined to constitute a nuisance and/or to be a threat to the health/safety of the other tenants or the community. HHA will require the removal of any additional pets if more than one pet is in residence. If flooring/carpeting is ruined due to animal waste or destruction, the tenant, or responsible family member, will be charged for replacement costs.

Revised 07/2000 with confirmation with Board Resolution 04-2000

Huntingburg Housing Authority (HHA)

Resolution 04-2000

WHEREAS: *Per the regulations set by the Federal Register dated July 10, 2000, the Pet Policy must be revised to incorporate the new standards set forth in HUD's 24 CFR Part 960, Pet Ownership in Public Housing; Final Rule. The policy sets forth the requirements to allow designated pets in all public housing agencies.*

Since 1987, the previous policy allowed pets in elderly/disabled housing with a security deposit of \$100.00. Pets in residence at HHA as of July 31, 2000, will be grand-fathered in with no change in status. All pets acquired on or after August 1, 2000, will be subject to the new policy and pet-deposit requirements..

Effective August 1, 2000, all households at League Circle Apartments (LCA) and Friendship Village (FV), who have an approved pet, must pay the new rates. The pet deposit must be paid in full in advance prior to acquiring the animal.

A "non-refundable" pet deposit of \$200 + a "refundable" deposit (\$300 total) must be paid in full prior to acquiring a cat or dog.

A "refundable" pet deposit of \$100 must be paid in full prior to acquiring a bird cage with up to 2 birds or a 10 gallon aquarium for fish.

Reptiles and rodents are not allowed.

WHEREAS: ***The Board of Commissioners of the Huntingburg Housing Authority resolves that this validation is provided by this resolution and is effective immediately.***

WHEREAS: ***The Board of Commissioners of the HHA designates the Executive Director to enforce said resolution as stated until otherwise stipulated.***

**THEREFORE BE IT NOW RESOLVED: on this 6th day of September, 2000,
the issuance and acceptance of this Resolution.**

“Ayes” - ALL

“Nays” - NONE.

Kim Doty, Chairperson

Attest: _____
Gayle Dugas, Executive Director

15. Civil Rights Certifications

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes
 No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. Yes
 No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component ~~high~~.
performing and small PHAs are not required to complete this component.

18. Other Information

A. Resident Advisory Board Recommendations

1.

Yes

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

2. If yes, the comments are:

Provided below:

RESIDENT ADVISORY BOARD MEETING

July 14, 2000

1: 00 PM

Community Room of HHA Administration Building
1102 Friendship Village
Huntingburg, IN

MINUTES

Members present: Ms. Evelyn Mathies, Representative for Elderly Residents
Ms. Camilla Huff, League Circle Apartments Representative
Ms. Sandra Lents, Representative for Residents who are Disabled
Ms. Gayle Dugas, Executive Director

The members of the Resident Advisory Board were provided with copies of the first draft of the 2000 Agency Plan. Each person present read through the plan, special emphasis was made on the additional HUD requirements

concerning "Community Service" and the new "Pet Policy". Both of these area are now mandatory per Federal Register final rulings. Noted grammatical, phrasing, index numbering inaccuracies will be corrected by the Executive Director. The corrected plan will be available in the HHA office for public screening and recommendations.

The Advisory Board members indicated that the Plan was comprehensive and did not make any changes in the subject matter.

Minutes taken and recorded by Gayle Dugas.

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

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2.

- No:** Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; **if no, skip to sub-component C.**)

3. Description of Resident Election Process

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

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

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance

- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

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

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: State of Indiana Consolidated Plan
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan.



Other: (list below)

- a. Submitted original Agency Plan to the Indiana Housing Finance Authority for Certification for approval by Robert V. Welch Jr.,

Executive Director (OMB Approval No.2577-0226, expires 03/31/2002) on September 15, 2000.

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

The Five Year and Annual PHA Plan of the Huntingburg Housing Authority is consistent with the Consolidated Plan of the State of Indiana prepared pursuant to 24 CFR Part 91.

D. Other Information Required by HUD

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

Attachments

PHA Plan Table Library

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

Huntingburg Housing Authority (HHA)

Admissions & Continued Occupancy Policy (A.C.O.P.)

Adopted 8/4/99
by Resolution 02-99

The ACOP includes the regulatory "One-Strike" provisions for admissions to public housing and applicable sections of Title V of HR 4194, of QHWRA.

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**SECTION I
INTRODUCTION:**

1. **Mission Statement** - *The mission of the Huntingburg Housing Authority (HHA) is to provide adequate & affordable housing, economic opportunity, and a suitable living environment without discrimination to the citizens of this area. We will provide and maintain a decent, safe and sanitary living environment as a valued part of the local community.*

In order to achieve this mission, we will:

- ⇒ Recognize residents as our ultimate customer;
- ⇒ Sustain Public Housing Authority management and service delivery efforts through effective and efficient management of housing authority staff;
- ⇒ Seek problem-solving alliances with residents, community & government leadership;
- ⇒ Apply resources, to the effective/efficient management and operation of public housing programs, taking into account changes in Federal funding.

2. **Purpose of Policy** - The purpose of this policy (ACOP) is to establish guidelines for the staff to follow in determining eligibility for admission to and continued occupancy of the authority. The basic guidelines for this policy is governed by requirements of HUD, with latitude for local policies and procedures. The policies and procedures governing admissions & continued occupancy are outlined in this policy. These requirements are binding upon applicants, residents and HHA. It is noted that changes in applicable Federal law or regulations shall supersede provisions in conflict with this policy. Federal regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 900.

3. **Primary Responsibilities of HHA:**
 - A. Informing eligible families of the availability of open units;
 - B. Determining and posting annually the utility allowances;
 - C. Receiving applications from families and determining their eligibility for assistance;
 - D. Inspecting units to determine that they meet or exceed Housing Quality Standards;
 - E. Approving leases;
 - F. Collecting rent on a monthly basis from tenants;
 - G. Annual re-examinations of income, family composition and re-determination of rent;
 - H. Authorizing and processing evictions; and
 - I. On-going maintenance and modernization of the public housing properties.

4. **Objectives:** The objectives of this policy are to:
 1.
 - A. Promote the overall goal of providing drug free, decent, safe & sanitary housing by:
 - Insuring a social and economic mix of residents within each site in order to foster societal stability and upward mobility,
 - Insuring the fiscal stability of HHA,
 - Lawfully denying admission or continued occupancy to applicants or tenants whose presence in public housing are likely to adversely affect the health, safety, comfort and/or welfare of other residents; the physical environment of properties or create a danger to HHA employees.
 - Insuring that elderly families can live in public housing as long as they are able to live independently or have assistance to live independently.
 - B. Facilitate the efficient management of HHA & comply with Federal Regs. by establishing policies for the effective management of inventory and staff.
 - C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, plus all other applicable Federal laws/regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

5. **Outreach:** As much information as possible about the authority may be disseminated through local media (newspaper, radio, television, etc.). For those who call the HHA office, the staff will provide essential information.
 - The authority may hold meetings with local social community agencies.

- The authority may make known to the public the availability and type of housing assistance for lower-income families through articles in a newspaper or circulars, as well as, through minority media and other suitable means. The notice shall inform such families where they may apply for public housing. HHA shall take affirmative actions to provide opportunities for participation in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for public housing. When there is a Local Housing Plan, pursuant to Section 24 CFR, Part 91 - Comprehensive Housing Affordability strategy (CHAS), the planned programs will be incorporated in the CHAS.

SECTION II FAIR HOUSING POLICY

It is the policy of HHA to comply fully with all Federal, State, and local non-discrimination laws; adhere to the rules and regulations governing Fair Housing and Equal Opportunity in housing & employment; as well as, the Americans With Disabilities Act.

Specifically, HHA shall not deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs because of race, color, sex, religion, creed, national or ethnic origin, familial status, disability/handicap within the regulations of HUD and other regulatory agencies.

To further its commitment to full compliance with applicable Civil Rights laws, HHA will provide access to information regarding discrimination. This subject may be discussed during the briefing session with any complaints will be documented and made part of the applicant/tenant's file.

SECTION III PRIVACY RIGHTS:

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release tenant information prior to such action.

Request for information by other parties must be accompanied by a signed release request in order for the authority to release any information involving an applicant or tenant, unless disclosure is authorized under Federal or State law or regulations (reference HUD form 9886).

SECTION IV

DEFINITION OF TERMS: (Definitions are amended as needed per Section 24 CFR, which are incorporated by reference as if fully set out herein (copies are available for viewing in the office).

1. ADJUSTED FAMILY INCOME - is the income on which total tenant payment is to be based meaning the total annual income less the following allowances:
 - A. A deduction of \$480 for each member of the family (other than head-of- household or spouse) who is
 - ✓ seventeen years of age or younger,
 - ✓ eighteen years of age or older and a verified full-time student, and/or
 - ✓ is disabled or handicapped according to this Section.
 - B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges. The charge cannot exceed the amount of income from employment (if employed).

- C. A deduction of \$400 for an elderly family whose head/spouse/sole member is 62+ yrs of age and/or is handicapped/disabled according to this Section.
- D. A deduction for any elderly family:
- With no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense exceeds 3% of total annual family Income.
 - That has Handicapped Assistance Expenses greater than or equal to 3% of total annual family income, an Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the family's medical expenses.
 - Which has Handicapped Assistance Expenses that are less than 3% of total annual family income; an allowance for combined Handicapped Assistance expense; and medical expense that is equal to the amount by which the sum of these expenses exceeds 3% of total annual family income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- E. A deduction for any family that is not an elderly family but has a handicapped or disabled member other than the head-of-household or spouse, Handicapped Assistance Expense in excess of 3% of total annual family income, but this allowance may exceed the employment received by family members who are eighteen years of age or older as a result of the Assistance to the Handicapped/Disabled person.
- F. Amounts anticipated to be paid by the family for the care of children under thirteen years of age during the period for which annual income is computed, but only where such are necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education. Such costs are not reimbursable.
NOTE: The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from the occupation. The reasonable amount of charges is determined by HHA as noted by review of local child-care providers.

NOTE: If the total annual income, less the above allowances, result in a rent that is less than the established minimum rent, the resident's rent will be established at HHA's fixed minimum rent.

2. ADULT - An adult is a person who has reached his/her 19th birthday; 18 years of age & married (not common law); or who has been relieved of the disability of non-age by the juvenile court. Only adults are eligible to enter into a lease agreement for occupancy.
3. BREAK-INS - are bona fide attempts at burglary which are reported to the police department & are subject to verification by written police reports.
4. CEILING/FLAT RENT - The method of establishing the reasonable market rental value of units, calculated in accordance with HUD regulations.
5. CHILD - A member of the family, other than the head-of-household or spouse, who is under 18 years of age.
6. CHILD CARE EXPENSES - Child care expenses are amounts anticipated to be paid by the family for the care of children under thirteen years of age during the period for which annual income is computed. Such costs must be necessary to enable a family member to actively seek employment; be gainfully employed; or to further his/her education. This cost must not be reimbursable. In the case of child care necessary to permit employment, the amount deducted must be verified; reflect reasonable charges; and shall not exceed the amount of income received from such employment. HHA will not determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may

be an unemployed adult that is not capable of caring for child because of some type of disability and/or handicap. The disability or handicap that prevents the adult from providing child care must be documented.

7. CHILD CUSTODY - An applicant/occupant who does not have full custody of a child/children may only claim a child as a dependent by the following:
 - A. The applicant/tenant must have primary custody of the child.
 - B. The applicant/tenant must provide sufficient evidence that if the applicant were admitted the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e. counted more than once to make two singles eligible).
8. CITIZEN - A citizen or national of the United States.
9. DEPENDENT - A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age, is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.
10. DISABLED PERSON - (see handicapped person)
11. DISPLACED FAMILY - A person or family displaced by governmental action or whose dwelling has been extensively damaged/destroyed as a result of a disaster, declared or otherwise formally recognized pursuant to Federal disaster relief laws.
12. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least 62 years of age, disabled/handicapped & may include two or more elderly, disabled/ handicapped persons living together. It may consist of one or more persons living with an individual who is essential to his/her care and well-being.
13. ELDERLY PERSON - A person who is at least sixty-two years of age.
14. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - Documents must be submitted to authenticate citizenship or eligible immigration.
15. FAMILIAL STATUS - A single, pregnant woman/individual in the process of obtaining custody of any child who has not attained the age of eighteen years of age are processed for occupancy the same as single person. Therefore, they are only entitled to a one bedroom unit. Once the child is born or custody is obtained, they will qualify for a 2 bedroom unit.
16. FAMILY/HOUSEHOLD - These terms are interchangeable as used in this policy & mean:
 - Two or more persons related by blood, marriage or by operation of law.
 - A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household.
 - By definition, a family must contain a competent adult of at least nineteen years of age or eighteen years of age and married (non common law) to enter into a contract and is capable of functioning as the head-of-household. If an individual is eighteen and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease.

- There must be some concept of family beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility;
 - An elderly or near-elderly family;
 - A disabled family;
 - A displaced family;
 - The remaining member of a tenant family; and
 - A single person who is not elderly, a displaced person, a person with disabilities, or the remaining member of a tenant family. *NOTE: A single person who is not elderly, displaced, a person with disabilities, or the remaining member of a tenant family may not be provided a housing unit with more than one bedrooms.*
17. FIFTY PERCENT (50%) OF INCOME FOR RENT (if applicable) - Preference families that spend 50% or more of their family income for rent including utilities qualify for a preference, in selecting applicants for admission to public housing.
18. FOSTER CHILDREN - With the prior written consent of HHA, a foster child may reside on the premises. The factors considered in determining to grant consent may include:
- A. Whether the addition of a new occupant may require a transfer of the family to another unit and whether such units are available.
 - B. HHA's obligation to make reasonable accommodation for handicapped persons.
19. FULL-TIME STUDENT - A household member (other than the head-of-household or spouse) who is carrying a full subject load for day students under the standards and practices of the educational institution attended.
- ✓ An educational institution includes a vocational school with diploma or certificate program, as well as, one offering a college degree.
 - ✓ Verification must be supplied by the attended educational institution.
20. HANDICAPPED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which total annual family income is computed, for attendant care and/or auxiliary apparatus for a handicapped/disabled household member which are necessary to enable a household member, including a handicapped/disabled person, to be employed. These expenses are neither paid to a member of the family nor reimbursed by an outside source.
21. HANDICAPPED PERSON AND/OR DISABLED PERSON - is an individual who has a physical or mental impairment which:
- ✓ Is expected to be of long, continuous and indefinite duration,
 - ✓ Substantially impedes his/her ability to live independently, and
 - ✓ Is of such a nature that the disability could be improved by more suitable housing conditions.

NOTE: All three conditions must be met to qualify as handicapped.

A person is considered disabled as defined in Section 223 of the Social Security Act (42 USC 43) or in Section 102-7 of the Developmental Disabilities Assistance & Bill of Rights Act (42USC6001-7) or handicapped as defined below:

- A. Section 223 of the Social Security Act defines disability as:

- ✓ "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period not less than twelve months; or
 - ✓ Inability by reason of blindness, as in the case of any individual who has attained the age of fifty-five and is blind (within the meaning of "blindness" as defined in Section 416-I-1 of this title), to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity as was previously engaged in with regularity over a substantial period of time."
- B. Section 102-5 of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:
- A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary of Health and Human Resources to be closely related to mental retardation;
 - Requires treatment similar to that required for mentally retarded individuals, whose disability originated before the individual attained the age of eighteen, which has continued or can be expected to continue indefinitely, &
 - Constitutes a substantial handicap to the person."
- C. No individual shall be considered disabled for purposes of eligibility for low-income housing solely on the basis of any drug or alcohol dependency.
22. HAZARDOUS DUTY PAY - Pay to a household member in the Armed Forces away from home and exposed to hostile fire.
23. HEAD OF HOUSEHOLD - The adult member of the household who is designated the head-of-household for purposes of determining income eligibility and rent. The head-of-household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
24. HOMELESS FAMILY - Any individual or family who:
- A. Lacks a fixed, regular, and adequate night-time residence;
 - B. Has a primary night-time residence that is:
 - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
 - A concern that provides a temporary domicile for persons in need of institutionalization; or
 - A public or private place not designed for, nor ordinarily used as, a regular sleeping accommodation for human beings.
 - C. A homeless family does not encompass:
 - Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
 - Any individual who is considered a Single Room Occupant that is not living in substandard housing.
25. INCOME EXCLUSIONS - Annual income does not include such temporary, non-recurring or sporadic income as the following:
- A. Casual, sporadic, temporary, non-recurring income, including gifts.
 - B. Amounts received from or are the reimbursement for the cost of illness/medical care.
 - C. Lump-sum additions to family assets, such as but not limited to inheritances, insurance compensation, payments under health & accident insurance, worker's compensation, capital gains, and settlements for personal/property losses.
 - D. The full amount of student financial assistance paid directly to the student or to the educational institution.

- E. Relocation payments made per to Title II of the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (42 USC 4636).
- F. The value of coupon allotments for food in excess of the amount charged an eligible household per the Food Stamp Act of 1973 (7 USC 20176-b).
- G. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 (42 USC 5044-g, 5058).
- H. Income of a live-in aid (as defined in this policy).
- I. Payments received from the Job Training Partnership Act (29 USC 1552-b).
- J. Hazardous Duty Pay for a household member in the Armed Forces who is exposed to hostile fire.
- K. Income from the employment of children under the age of 18 and payment received for foster children.
- L. Payments or allowances made under the Department of Health & Human Services Low-income Home Energy Assistance Program (42 USC 8624-f).
- M. Program payments under Title V, The Older Americans Act of 1965 (42-USC 3056-f).
- N. Amounts received under training programs funded by HUD.
- O. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a PASS.
- P. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- Q. For the taxable years after 12/31/90, the earned income tax credit refund.
- R. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - Comparable Federal, State or local law means a program providing employment training and supportive services that :
 - (a) are authorized by a federal, state or local law; (b) are funded by federal, state or local government; (c) are operated or administered by a public agency; or d) has as its objective to assist participants in acquiring job skills.
 - Exclusion period is the period during which the resident participates in a program described in this section, plus 18 months from the date the resident begins the first job after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from a job without good cause, the exclusion period shall end.
 - Earnings and benefits are the incremental proceeds resulting from a qualifying employment training program or subsequent job.
 - This provision does not apply to residents participating in the Family Self-Sufficiency Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.
- S. A resident service stipend received from HHA in an amount not to exceed \$200 per month for performing a service on a part-time basis that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
- T. Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, & are excluded only for a limited period as determined in advance by HHA.
- U. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head-of-household and spouse).
- V. Adoption assistance payments in excess of \$480 per adopted child.

W. Deferred periodic payments of Supplemental Security Income & Social Security received in a lump-sum payment received on/after 10/28/92.

X. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

Y. Amounts paid by a State agency to a family with a developmentally disabled household member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

26. INFANT - A child under the age of two years.
27. INTERIM RE-DETERMINATION OF RENT - Changes of rent between admissions and re-examinations and the next succeeding re-examination.
28. INS - The United States Immigration and Naturalization Service.
29. INVOLUNTARY DISPLACEMENT (if applicable) - Families that meet the definition of "involuntary displaced" qualifying for a preference in the selecting applicants for admission to public housing.
30. LIVE-IN AIDE - A person residing with an elderly/disabled/handicapped person(s) who:
- A. Is determined by HHA to be essential to the care and well-being of the person(s),
 - B. Is not obligated for support of the person(s),
 - C. Would not be living in the unit except to provide supportive service. The income of a live-in aide that meets these requirements is not included as income to the tenant family. A live-aide must be approved, in advance, by HHA and meet eligibility requirements for public housing occupancy.
31. LOWER-INCOME FAMILY - A household whose annual income does not exceed 80% of the median income for the area as determined by HUD.
32. MEDICAL EXPENSE - Those necessary expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses, in excess of 3% of annual income, are deductible from income by elderly families only.
33. MILITARY SERVICE - The active military service of the United States includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since 7/29/45, the commissioned corps of the United States Public Health Service.
34. MINIMUM RENT - Families assisted under the public housing program pay a monthly minimum rent of not more than \$50.00 per month. HHA has the option to establish the minimum rent from \$0 to \$50. A minimum rent of \$50.00 has been established for HHA.
35. MINOR - A person under nineteen years of age is considered a minor. Whereas, a married person eighteen years of age or older shall be considered to be of the age of majority. An unborn child may not be counted as a minor.
36. MIXED FAMILY - A household whose members include those with citizenship or eligible immigration status and/or those without citizenship or eligible immigration status.
37. MONTHLY ADJUSTED INCOME - One-twelfth of adjusted annual income.

38. MONTHLY INCOME - One-twelfth of annual income (for purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income).
39. NATIONAL - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
40. NEAR ELDERLY - A family whose head, spouse or sole-member is at least fifty years of age, but below the age 62.
41. NET FAMILY ASSETS - Net family assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking/savings accounts/stock/bonds, cash-on-hand, & other forms of capital investment, excluding equity accounts in HUD home-ownership programs.
- The value of necessary items of personal property such as furniture and automobiles shall be excluded.
 - In cases where a trust fund has been established and the trust is not revocable by, or under control of any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any distribution from the trust fund will be counted when figuring income.
 - In determining net family assets, HHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore.
 - In the case of disposition as part of a separation or divorce settlement, the settlement will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
42. NON-CITIZEN - A person who is neither a citizen nor a national of the United States.
43. PUBLIC HOUSING AGENCY (HA) - Any State, county, municipality or other government entity or public body/agency that is authorized to assist in the development of housing for lower income families.
44. RECERTIFICATION - Recertification/re-examination is the process of validating attests the tenants meet eligibility terms for continued occupancy.
45. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective as a result of the annual re-examination of eligibility and rent. The annual re-examination date for HHA is January 15 (recertification packets are distributed by 12/15).
46. REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the unit after the leaseholder has left the premises, other than by eviction, who might normally qualify for assistance on their own.
- The individual must occupy the unit, in which he desires to be head-of-household, for one year before becoming eligible for housing as a "remaining family member".
 - This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time period pending the verification and grievance process.
 - This person upon satisfactory completion of the verification process, must execute a new lease and amend any monetary obligations due HHA to remain in the unit.
 - In the event that HHA declares him/her ineligible for "remaining member status" shall be entitled to the grievance process upon notification that he/she is not considered to be a remaining member of the household.
 - The grievance hearing must be requested in writing within ten days from the date of the departure of the leaseholder by the person requesting "remaining member status".

- In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent due pursuant to the lease shall be deposited into an escrow account with HHA, under the same provisions as those relating to tenants requesting a rent grievance hearing under the grievance process.
 - The authority does not recognize the person as a tenant by giving him/her the chance for a grievance hearing.
 - A remaining member shall not be considered to be a tenant until a new lease is executed & is granted tenant status after the verification process.
47. SINGLE PERSON - A person who lives alone, intends to live alone, who does not qualify as an elderly family, a displaced person, or as the remaining member of a tenant family.
48. SPOUSE - A spouse is the legal husband or wife of the head of household.
49. STANDARD PERMANENT REPLACEMENT HOUSING - This housing is defined by the following criteria: (a) is decent, safe, and sanitary; (b) adequate for the size of the household; and (c) the family is occupying pursuant to a lease or occupancy agreement.
NOTE: Such housing does not include facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families & in the case of domestic violence, does not include the unit in which the applicant/spouse/other member of the household who engages in such violence live.
50. SUBSTANDARD HOUSING - A dwelling is designated as "substandard" if it:
- A. Is dilapidated if it does not provide safe, adequate shelter and, in its present condition, endangers the health, safety, or well-being of a family.
 - ◆ If it has one or more critical defects,
 - ◆ A combination of intermediate defects in sufficient number or to the extent to require considerable repair or rebuilding.
 - ◆ The defects may involve original construction, result from continued neglect, a lack of repair, or from serious damage to the structure.
 - B. Does not have operable indoor plumbing;
 - ◆ A usable flush toilet is not located inside the unit for the use of the family; or
 - ◆ Does not have a usable bathtub/shower inside the unit for use by family;
 - C. Does not have electricity or has inadequate/unsafe electrical service;
 - D. Does not have a safe or adequate source of heat;
 - E. Should, but does not have a kitchen; or
 - F. Has been declared unfit for habitation by an agency or unit of the government.
51. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the unit for a period of more than thirty days is considered temporarily absent.
52. TENANT RENT - The amount payable monthly by the leaseholder as rent to HHA. In the instances where utilities (gas, water, electricity) are supplied by the authority, Tenant Rent equals Total Tenant Payment or minimum rent.
 - ◆ Where some or all utilities (gas, water, electricity) are not supplied by the authority with the cost not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance.
 - ◆ Telephone and cable television services are not considered a utility.

NOTE: The monthly rent is to be paid in full within the current month. On a case-by-case basis, rent-payments-plans will be sanctioned by HHA.

53. TOTAL ANNUAL FAMILY INCOME - Total annual income is the anticipated total income from all sources received by adult members of the household (even if temporarily absent). This calculation includes all net income derived from assets, for the twelve month period following the effective date of initial determination or re-examination of income. Other types of income as specified in this policy may also be excluded. *Total annual family income includes, but is not limited to the following:*

- A. Total wages/salaries, including overtime pay, plus stipends for personal services (commissions, fees, tips, bonuses, etc.) before any payroll deductions;
- B. Net income from the operation of a business or profession.
 - Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.
 - An allowance for depreciations of assets used in a business may be deducted, based on straight-line depreciation, per IRS regulations.
 - Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends and other net income of any kind from real or personal property. For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property.
 - All allowances for depreciation are permitted only as approved in Paragraph B.
 - Withdrawal of cash or assets from an investment is included as income, unless it is reimbursement of cash or assets invested by the family.
 - Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net assets or a % of the value of assets based on the current passbook savings rate set by HUD.
- D. The full amount of periodic payments received are from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (excluding lump-sum Supplemental Security Income (SSI) and lump-sum Social Security Benefits (SS)).
- E. Payments in lieu of earnings, such as unemployment/disability pay, SS benefits, worker's compensation & severance pay (see Paragraph 25-C).
- F. If the welfare assistance payment includes an amount specifically designated for shelter & utilities which are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income shall consist of:
 - The amount of the allowance or grant exclusive of the amount designated for shelter or utilities, plus
 - The maximum amount the welfare assistance agency could allow the household for shelter and utilities.
 - If the tenant's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated may be the amount resulting from one application of the percentage.

- G. Periodic and determinable allowances, such as alimony, child support payments, & regular contributions/gifts from any persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjust in accordance with Section III-D of the lease.
- H. All regular pay, special payments & allowances (longevity, overseas duty, rental allowances, etc.) received by Armed Forces members (whether or not living in the unit) who is head of the family, spouse, or other family member whose dependents are residing in the unit (see "hazardous duty pay").
- I. Payments to the head-of- household for support of a minor or payments to a minor for his support but controlled by the head-of- household or a family member other than the head responsible for his support.
- J. Veterans Administration compensation (service connected disability or death benefit).
- K. Tenants that receive lump-sum payments that are included as income and fall in the categories listed about (excluding lump-sum Supplemental Security Income (SSI) and lump-sum Social Security benefits (SS)) must report the income as soon as possible but no later than ten calendar days after receipt of the funds and back rent is due fourteen days after HHA notifies the family of the amount due.
- L. If a tenant fails to report income, the tenancy will be terminated under the terms of the lease. If the act is found to be intentional, the tenant must pay the applicable portion of the rent for any & all unreported income. If the unreported income was inadvertent, the tenant will be billed for the amount due and will be payable within 14 days. If the payment cannot be made in one payment, the tenant may request a repayment plan. Any agreement must be in writing, signed by the tenant and Executive Director.

NOTE: If it is not feasible to anticipate a level of income over a twelve month period, the income anticipated for a shorter period may be annualized, subject to re-determination.

- 54. TOTAL TENANT PAYMENT (TTP) - The TTP for families in the public housing program must be at least \$50.00 (the minimum rent establish by HHA).
 - A. For the public housing program, the TTP must be the greater of:
 - 30% of family monthly adjusted income;
 - 10% of family monthly income; or
 - \$50.00 which is the minimum rent set by HHA, or
 - B. The ceiling/flat rent which the tenant may elect in lieu of the rent calculated.
 - It is possible to qualify for a utility reimbursement despite the requirement of a minimum rent.
- 55. UTILITIES - Utilities may include water, electricity, gas, garbage, and sewage services.
- 56. UTILITY ALLOWANCES - If the cost of utilities (except telephone, cable) and other housing services for an assisted unit is not included in the tenant rent, but is the responsibility of the family occupying the unit, then an utility allowance is applied. It is an amount equal to the estimate made or approved by HHA of the monthly cost of reasonable consumption of utilities & other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays for one or more utilities services, the amount of the allowance is deducted from the gross rent in determining the rent and is included in the gross family contributions.
- 57. UTILITY REIMBURSEMENT PAYMENT - This is the amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the household occupying the unit.

58. VERY LOW-INCOME FAMILY - A lower income family means a family whose annual income does not exceed fifty percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits high or lower than fifty percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
59. WAGE EARNER - This is a person in gainful employment who receives wages. The pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "wage earner" and "worker" are used interchangeably.
60. WELFARE ASSISTANCE - Aid paid to households or individuals, based on need under program funds by Federal, State, or local governments.

SECTION V APPLYING FOR ADMISSION:

HOW TO APPLY - Families wishing to apply for public housing shall complete an application for public housing assistance. Applications will be accepted at the HHA Administrative Office located at 1102 Friendship Village, Huntingburg, IN 47542.

- Applications are taken continuously, at no cost to the applicant. Acceptable applicants are used to compile a waiting list. The enrollment packet includes the forms necessary to verify information provided by the applicant. The validated data will be reviewed to see if the applicant is eligible for the waiting list. The packet can be completed at the office or returned at a later date. The office is ADA accessible. If other accommodations are required, arrangements can be made with the staff.

SECTION VI MISSED APPOINTMENTS:

An applicant or tenant who fails to keep an appointment without notifying HHA and without re-scheduling the appointment shall be sent a notice that the application process has been terminated for failure to supply such certification, release of information or documentation as HHA/HUD determines to be necessary in the following circumstances:

1. Completing the application for tenancy or continued occupancy;
2. Providing verification or recertification information;
3. Interim adjustment details;
4. Scheduled counseling sessions; move-in appointments; and/or
5. Other requested documentation or interviews as directed.

Process When Appointment(s) Are Missed (for most of the functions listed above, the applicant or tenant may be given two appointments):

- If the appointment is not kept, HHA may begin termination procedures;

- The applicant or tenant will be given an opportunity for an informal meeting/hearing as appropriate pursuant to the grievance process.
- If the HHA Representative and/or Hearing Officer makes a determination in favor of the applicant/tenant, the authority will comply with the decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officer's decision.

Letters Mailed to Applicants: If an applicant claims they did not receive the notification concerning requested information or scheduled interview, HHA will determine if the communication was returned to the authority.

- If the letter was not returned to the office, it will be assumed the mailing was received.
- If the communication was returned to HHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated to the date of the application.
- Applicants must notify HHA if their address changes during the application process.

**SECTION VII
MIS-REPRESENTATION BY APPLICANT OR TENANT**

If the applicant is found to have made *willful mis-representations* at any time which resulted in the applicant being classified as eligible, when in fact they were ineligible, the applicant will be declared unacceptable and the application process will be terminated because of the falsification.

- If *willful mis-representation* is found, their tenancy will be terminated.
- If such resulted in the resident paying a lower rent than was appropriate, they must pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, HHA may take further actions as it deems appropriate, including possible criminal prosecution.

**SECTION VIII
ADMISSION ELIGIBILITY AND CRITERIA:**

1. All families determined eligible under the terms of this policy, the applicant must meet **all** of the following requirements.
 - The applicant must qualify as a family as defined in this policy's Definitions Section.
 - The applicant family's total annual income as defined in the Definitions Section must not exceed income limits established by HUD for public housing.
 - Head of household must be nineteen years of age or older; eighteen years of age and married (not common law); or a person that has been relieved of the disability of non-age by court actions (sometimes referred to as Majority Papers).

6. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or law enforcement agencies as warranted by particular circumstances.
 - Information relative to the acceptance or rejection shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. Such reports shall indicate the date, source of the information (including the name & title of the individual contacted), and a synopsis of the information received.
 - An applicant will not be placed on a waiting list if the annual family income exceeds the Low and Very-Low Income Limits established by HUD and published in the Federal Register. The applicant will be declared ineligible.

NOTE: Applicants are not automatically determined eligible to receive federal assistance.

3. If the applicant has failed to meet any outstanding requirements for eligibility and is determined unacceptable, he/she will be so informed and the reasons stated. The applicant will be granted ten days from the date stated on the notification of ineligibility to request an informal meeting. The applicants may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing or requested verbally. However, the request must be received by HHA within the time frame established by policy.
4. The authority is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family, if **all three** of the following requirements are met:
 - Elderly/Disabled/Handicapped persons and displaced persons are given preference over single persons; and
 - Near-elderly who are at least fifty years of age, but below the age of sixty-two, are given preference over single applicants in sites designated for the elderly; and
 - Single persons are only eligible for one bedroom units.
5. HHA may not provide assistance to nor make financial assistance available to a person other than United States Citizens, nationals or certain categories of eligible non-citizens in HUD's assisted housing programs.
6. Once an applicant becomes a tenant, the head-of-household must request permission to add a person to the lease. The person being added must meet all eligibility requirements before HHA will approve any addition to the lease.

SECTION IX

VERIFICATION AND DOCUMENTATION:

Families are required to provide Social Security Numbers (SSN) for all household members age 6 and older prior to admission if they have been issued a SSN. All household members must:

1. Submit social security number documentation; or
2. Sign a certification if they have not been assigned a SSN. If the individual is under 18 years of age the certification must be signed by the parent/guardian. When the SSN is obtained, it must be disclosed at the next re-examination or the next rent change.
 - Verification will be done by providing a valid social security card issued by the Social Security Administration (a copy of the card should be retained for the file).
 - HHA will accept copies of a social security card only when it is necessary to verify by mail the continuing eligibility of the participant family.
 - If an applicant/tenant cannot provide his/her social security card, other documents as listed below showing the SSN may be used for verification. HHA will require that one or more of the following alternative documents be provided to verify the SSN:
 - ⇒ Identification card issued by a Federal, State or local agency,
 - ⇒ Driver's license that displays the social security number,
 - ⇒ ID card issued by an employer, trade union or medical insurance co.,
 - ⇒ Earnings statement or payroll stubs showing the SSN,
 - ⇒ Bank statements that show the SSN,
 - ⇒ IRS Form 1099 or W-2 Form,
 - ⇒ Benefit award letters from government agencies that show the SSN,
 - ⇒ Medicaid Cards,
 - ⇒ Unemployment benefit letter that show the SSN,
 - ⇒ Retirement benefit letter that shows the SSN,
 - ⇒ Court records such as real estate, tax notices, etc. that show the SSN,

- ⇒ Life insurance policies that show the SSN, and/or
- ⇒ Verification of social security benefits with the Social Security Administration that shows the SSN.

7. Employer Identification Number (EIN).

4. Applicants may not become residents until required documentation is provided & verified. However, the applicant can retain their position on the waiting list during this period. The applicant will be given a reasonable time to furnish the documentation before losing their place on the waiting list. The time may be extended if circumstances warrant it. This decision will be made by the Executive Director, documented, and kept in the applicant's file.

Additional documentation that may be required in determining eligibility:

- ◆ Temporary Assistance to Needy Families (TANF)
- ◆ Birth Certificate or Driver's license
- ◆ Child Care Verification
- ◆ Credit References/History (credit bureau reports)
- ◆ Employer's Verification of Wages,
- ◆ Landlord Verification
- ◆ Social Security/SSI Benefit Verifications plus Assets Verification & Bank Account(s) Verifications, etc.

5. A personal reference, not from family members, may be used when an applicant cannot produce prior rental history records.

6. Income Documentation on Supplemental Social Security Income (SSI) Benefits, Unemployment Compensation, VA Benefits, Retirement Benefits, etc.

7. Any other reasonable information source needed to determine eligibility may be requested by HHA, which may include police/criminal history reports.

8. If an applicant is divorced or separated and has children by that spouse, the applicant must provide at least one of the verifications listed:

- ◆ A final divorce decree,
- ◆ Receiving court-ordered child support from former spouse,
- ◆ Verification that applicant is pursuing child support through the Department of Human Resources, Child Support Unit or Circuit Clerks Office,
- ◆ Personal Child Support,
- ◆ Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children,
- ◆ Written statements from an attorney that the applicant has filed suit for divorce because of physical abuse, a written statement from an abuse shelter, law enforcement agency, social services agency noting the applicant's need due to physical abuse.

NOTE: Applicant will be required to sign a statement to the effect that the offending spouse will not be permitted in the resident's apartment or on housing property because of the physical abuse situation. Also, the person involved with inflicting the physical abuse will be banned from all HHA property as long as the applicant lives within the housing authority property.

SECTION X

GROUND FOR DENIAL OF ADMISSION:

1. The HHA is not required nor obligated and will declare the applicant/household **ineligible** who:
 - A. Owes rent, other amounts or judgments to *any* housing authority or *any other* Federally subsidized housing program. *At the discretion of HHA*, the applicant may be considered eligible upon documented proof of payment of the debt. The receipt must include the date, amount paid and signature of recipient. The housing application effective date will be the same as the date on the "payment receipt" for the debt.

NOTE: The re-paying of funds does not necessarily qualify an applicant for occupancy (such payments will be considered with other factions).
 - B. Have been previously been evicted from any public housing.
 - C. Committed acts that would constitute fraud with any Federally program.
 - D. Did not provide information required within the time frame of the application process.
 - E. Has been convicted of drug-related criminal activity or violent criminal activity.

HHA will prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
 - F. Has a history of not meeting financial obligations, especially rent.
 - G. Has a history/record of disorderly conduct, destruction of property, or living/housekeeping habits which may adversely affect the health, safety or welfare of other tenants.
 - H. Has a history of criminal activity involving crimes of physical violence and/or other criminal activity which may adversely affect the health, safety or welfare of other tenants.
 - I. During the interview process the applicant demonstrates hostile behavior indicating that the prospective applicant may be a threat to staff or residents.
 - J. The applicant family must have properly completed all application requirements. Intentional misrepresentation of income, family composition or any other information, will result in being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated.
 - K. The applicant and all adults must sign a release allowing HHA to request a copy of a police report from the NCIC, Police Department, FBI, or other law enforcement agencies. If the information is used to deny or terminate assistance, a copy of the information must be provided to the applicant/tenant.
 - L. If the applicant is a former PHA or Section 8 participant who vacated the unit in violation of their lease, the applicant may be declared ineligible.
 - M. If it is determined that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right o peaceful enjoyment of the premises by other residents. HHA may waive this requirement if:
 - ◆ The person demonstrates to the authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - ◆ has successfully completed a supervised drug/alcohol rehabilitation program;
 - ◆ has otherwise been rehabilitated successfully; or
 - ◆ is participating in a supervised drug or alcohol rehabilitation program.

NOTE: The listed, disqualifying factors are not intended to be all inclusive. Applicants may be denied admission if the authority has reason to believe that the conduct of the applicant or a household member would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health/safety/welfare or to adversely affect the physical enjoyment of the authority or detrimentally affect the financial stability of the authority if they were admitted to HHA.
2. If an applicant is denied admission, the applicant will be informed of this determination at their inquiry. An opportunity for an informal meeting will be allowed. The applicant will have ten calendar days to request an information hearing with the Executive Director who will issued a decision within the following ten calendar day of the original meeting.

3. As a general rule, applicants may be denied admission to public housing for not complying with the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
- A. Denied admission for one calendar year for the following:
 - ◆ past rental record and/or bad rent paying habits,
 - ◆ bad housekeeping habits (inside and outside the unit) and/or physical damages to other rental property,
 - ◆ disturbances/disruptive behavior,
 - ◆ live-ins, and/or
 - ◆ demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.
 - B. Denied admission for three years for the following:
 - ◆ Being evicted from public housing, Indiana Housing, Section 8 or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing beginning on the date of such eviction.
 - ◆ However, this requirement can be waived if the person demonstrates to HHA's satisfaction that a successful completion of an approved rehabilitation program or if the circumstances leading to the eviction no longer exists.
 - C. Denied admission for five years for the following:
 - ◆ Giving false information on the application this is considered fraud.
 - ◆ An arrest or conviction record that indicates that the applicant or household member may be a threat and/or a negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
 - D. Denied admission for ten years on a conviction of drug trafficking.
 - E. Denied-admission-for-life to any household that includes any person subject to a lifetime registration requirement under a state sex-offender program.
 - F. Denied-admission-for-life to any applicant who has been convicted of manufacturing or producing methamphetamine (i.e. "speed") on the premises of any Federally funded housing project (i.e. the building or complex in which the dwelling unit is located, including common areas and grounds).

NOTE: As noted above these time frames are only guidelines and HHA may deny admission to any individual/household whose behavior may adversely affect the health, safety or welfare of other tenants. HHA has the option to admit persons who exhibit evidence of rehabilitation.

SECTION XI TENANT SELECTION AND ASSIGNMENT PLAN

1. Equal Opportunity: The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. HHA does not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent project operated by HHA.

2. Selection Process: Tenants shall be selected from among eligible applicant families whose composition is appropriate to available dwelling units. HHA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound authority which provides a decent home and a suitable living environment that fosters economic and social diversity in the resident body as a whole. Selection will be made in such a manner as:
- ◆ For every fiscal year, HHA shall reserve a percentage of its new admissions for families whose incomes do not exceed 30% of the area median income. The goal shall be forty percent of new admissions. In reaching the new admission goals, authorities are required to avoid concentrating very low-income households in projects.
 - ◆ To maintain a tenant body composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income households in the local area of operation as defined by state law.
3. Order of selection: Applications will be filled in the following hierarchical order:
- ◆ Unit size or type required by the applicant households,
 - ◆ Preferences, if applicable,
 - ◆ Date of application,
 - ◆ Provided the provisions of the Deconcentration rule, contained within this policy, shall supercede the selection of applicants based on date and local preference points which will allow HHA to skip households on the waiting list to accomplish this goal.

NOTE: An applicant can reject an offer two time before losing their place on the waiting list. If an applicant rejects the offer twice, the application will be filed as "rejected by tenant". The applicant will then have to renew the application to again be included on the waiting list.. It has always been the policy of HHA that an application is not active after a year if the applicant does not notify the authority of their continued interest in a unit. With each written notification of an open unit, an up-date sheet is included for completion which enables staff to effectively communicate with them.

SECTION XII

GROUND FOR DENIAL AND OPPORTUNITY FOR HEARING

If HHA determines that an applicant does not meet the criteria for receiving housing, the applicant must be told of this decision and the reason for it. The applicant has ten calendar days to request an informal hearing on this judgment. The meeting with an authority representative will then be set. After this hearing, HHA has ten calendar days to provide the outcome of this conference to the applicant. This hearing can be held at the regular monthly Board Meeting if the time constraints allow it. The procedures specified in this section will be carried out in accordance with HUD's requirements. The applicant may exercise other rights if they believe discrimination based on race, color, religion, sex, handicap, familial status and/or national origin was a factor in the disqualification decision.. NOTE: HHA's grievance procedure applies to residents, not applicants.

SECTION XIII

INCOME VERIFICATION AND DOCUMENTATION

The verification process includes the following steps:

- Wage earners furnishing "Verification of Employment" from their employers;
- Verification of public assistance from the local welfare office;
- Documentation of medical and/or other expenses for elderly/disabled applicants;
- Verification of assets (i.e. savings, stocks, bonds, property, etc.);
- Birth certificates, social security cards, etc.; and
- Other means or sources of income verification (i.e. SSI, SS, VA, retirement, etc.).

Once all of the information is verified, the monthly rent will be calculated. Beginning 10/01/99, the amount of the rent and the ceiling/flat rent for the unit will be made available to the applicant who will then elect, in writing, their choice.

- ❑ The estimate of gross income will be made based on available verified information.
- ❑ There is no minimum income requirement, but the staff should determine if there is income which is not being reported.
- ❑ If zero income is reported, the applicant and all adult household members must sign verification forms to attest this fact.
- ❑ Residents are required to report any changes in their income within ten calendar days of the occurrence of employment and/or any other type of income received. Families with zero income may be requested to recertify more frequently.

SECTION XIV ORIENTATION OF FAMILIES

1. **Briefing:** The purpose of this section is to cover the occupancy requirements for the tenant & the landlord. The orientation should be conducted as follows:
 - ~ After the applicant has been offered and has accepted housing, an opportunity to view the unit will be presented;
 - ~ The orientation session will be conducted to provide necessary information, finalize all necessary forms and present keys for the unit to the new tenants;
 - ~ The lease signed and dated;
 - ~ The applicable security deposit, monthly or pro-rated rent will be collected; and
 - ~ A move-in date scheduled.
2. **Briefing Attendance Requirement:** The Head-of-Household is required to attend the orientation, as well as, any other adult member of the household.
 - ~ Failure to attend a scheduled briefing without notice to HHA will result in the application being placed in an inactive file and reapplication necessary.
 - ~ Failure of an applicant to keep a scheduled appointment without good cause may result in the cancellation of the occupancy process.
3. **Format of the Briefing:** The applicant is provided a copy of the Dwelling Lease and all other applicable information (i.e. Handbook, newsletters, current notices, etc. The Director/representative will answer questions during open discussion period concerning tenancy. The resident Handbook, plus other pertinent data will be given to the new tenant to ensure their understanding of what is required of their household members.
 - ~ If for any reason the family becomes over or under housed, they will be told that once a unit of the correct size is available they must relocate.
 - ~ If there are more vacancies than applicants on the waiting list the family that is over-housed may remain in the unit until further notice.
 - ~ Families that are under-housed will be moved to the appropriate size unit as soon as a unit is made available.
4. **Dwelling Lease Completion:** The head-of-household, along with all other adult members of the family, are required to sign the lease prior to admission. A copy of the lease & Grievance Policy will be furnished to the new tenant with the original, signed lease retained in the tenant file.
 - ~ The lease will be transferred to the new unit with applicable rent changes documented.

- ~ Recertification forms on family composition automatically updates the lease coverage.
- ~ All up-dated data concerning the details of the household are kept in the tenant file.

SECTION XV

ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS

HHA has an established system that documents the inspection of all units at Friendship Village and League Circle Apartments. If the inspection results indicate the need of a work order, the repairs will be made in accordance to the urgency as documented on the inspection form. A tracking method documents this procedure. The inspection form used meets or exceeds the requirements of the Section 8 Housing Quality Standards (HQS).

SECTION XVI

INSPECTION AND ENTRY OF UNIT METHODS

The tenants will be given a 30 day notice informing them that the unit will be inspected to enable HHA to meet policy and procedures for annual inspections. The notification will indicate the time period in which the surveys will be conducted.

- ~ If the inspection determines that HUD/HHA Housekeeping Standards are not being met, the tenant will be notified of the improvement needed.
- ~ Follow-up inspections will be done until the unit meets expectations as specified on the HUD/HHA Housekeeping Standards form all tenants receive when they move in and annually with recertification forms.
- ~ If the tenants fails to meet the required housekeeping standards during the time period allowed, eviction proceedings will begin as established in the dwelling lease.
- ~ If the inspection indicates the tenant has caused damage beyond the "normal wear & tear", the destruction will be repaired with the tenant billed for costs. If the devastation is severe, the eviction process will be initiated.
- ~ HHA staff has the authority to enter any unit if it is suspected an emergency situation exists. This authorization extends to completing work-orders, preventive maintenance, etc. If a member of the household is not present, the maintenance department will leave a card to inform the tenant that a staff person was in their unit.
- ~ HHA staff, at the direction of a law enforcement officer, will provide entry into a unit as directed. This action will prevent the agents from breaking down the door and causing damages to the unit.

SECTION XVII

TYPES OF INSPECTIONS:

An authorized representative of HHA is obligated to inspect the premises prior to occupancy. A "move-in" inspection form will be completed indicating the condition of the unit. A "move-out" inspection, with photos if necessary, will be completed after a unit is vacated to verify the condition of the apartment. If the unit does not meet the "normal wear & tear" status, a statement of charges will be provided to the former tenant with noted charges deducted from the security deposit or a bill for damages will be forwarded to them.

1. Move-In Inspections are done as part of the process to ensure the unit is ready for occupancy and documents the condition of the unit at move-in.
2. Move-Out Inspections are performed when the apartment is vacated. It is done with the resident whenever possible. This inspection determines if the tenant is responsible for any damages and what compensation is due HHA for the reparation. The security deposit can & will be used to offset the expenses.
3. Annual Inspections will be done each year in 100% of the units using standards that meet or exceed Housing Quality Standards (HQS). *NOTE: Follow-up inspections will be conducted on units that fail to meet the housekeeping standards*

as set by HUD/HHA during the annual inspections. The affected tenants will be notified that un-scheduled inspections will be conducted until the unit meets set requirements. Failure to comply with this mandate, during fixed time period, will be evicted per lease rules.

4. Preventive Maintenance Inspections are performed by HHA staff on a regular basis with the residents being made aware of this continuous action.
5. Project Manager Inspections may be performed randomly to see if a resident is keeping the unit in a decent, safe & sanitary condition. This visit can also be used as an opportunity to get to know the tenant and to inquire about any specific needs they may have. The household will be given two days notice, prior to the visit.
6. Special Inspections by a Representative from HUD and/or other Government officials when they visit HHA to monitor operations. As part of this observation, a sampling of the units will be surveyed. All residents are to be made aware at least two days prior to the visit about the possible inspection.
7. Emergency Inspections will be done when any employee and/or agent for HHA has reason to believe that an emergency exists within the unit. The unit can be entered without prior notice. The person entering the unit will ensure the tenant is aware that entry was made.

SECTION XVIII

DETERMINATION OF RENT, RE-EXAM OF INCOME & FAMILY CIRCUMSTANCES

1. Determination of Rent: Rent, as fixed at admission or annual re-examination, will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The tenant agrees to report in writing and will provide certification of any change in income within ten calendar days of the occurrence.
Reportable changes:
 - A. Addition to or decreases in family composition through birth, death, divorce, etc. affecting income;
 - B. Employment, unemployment or changes in employment of the head-of-household, spouse or any other wage earner that is 18 years of age or older;
 - C. To correct errors made at admission or re-examination will be retroactive to the date of the inaccuracy;
 - D. Temporary increases/decreases in wages for any reason of 30 days or less will not constitute a rent adjustment;
 - E. The rent must be lowered when the income is reduced because of the expiration of a welfare-initiated time limit unless the loss is due to failure to comply with job-related training, self-sufficiency, refusal to seek employment or rejection of a job. This change must be reported by the tenant within ten days from the time of the change in accordance to HHA lease & policy requirements. *NOTE: If the family's welfare benefits are reduced because of fraud on the part of a household member, the authority is prohibited from reducing the family's rent contribution to reflect the lower benefit income.*
2. Annual Re-examinations are conducted at least once each year. Each household is required to furnish information as indicated in the dwelling lease. Verifications will be obtained and determinations made. In the event a tenant fails or refuses to report the necessary information, HHA has the option to terminate the lease. HHA's annual re-examinations are done in January with document packets distributed to each household in December.

NOTE: Per the Federal Register Final Ruling as published 3/29/2000, effective 10/01/2000, any unemployed adult over the age of 18, unless disqualified by age or disability, will be required to complete 8 hours of community service each month. This requirement will be in force at HHA effective 01/01/2001, with documentation for recertification due 01/2002, mandatory for continued tenancy. If the household does not provide documentation of 8 hours of community service per month as required, the lease will not be renewed with immediate eviction occurring. This does not supercede eviction by lease violations.

- A. Records shall be maintained to insure every household has been examined during the twelve month period.
 - B. Upon completion of the re-examination & verifications, the tenant shall be notified in writing no later than 30 days prior to the effective date of:
 - ~ Any change in rent and the date on which it becomes effective,
 - ~ Any change required in the size of the dwelling unit occupied,
 - ~ Any instance of misrepresentation or non-compliance with the terms of the dwelling lease will cause corrective actions to be taken; and
 - ~ The tenant will be notified of rent figures and the amount of the ceiling/flat rent. As of 10/01/99, the family will elect, in writing, their choice of calculated base rent or the ceiling/flat rent.
 - C. When changes occur, the tenant is required to bring to HHA's office signed lease changes or other forms.
 - D. If HHA determines that the size of the unit is no longer appropriate for the household's needs, the tenant may be required to transfer to another unit.
3. Interim Re-determination of Rent: Rent, as set at admission or annual re-examination, will remain in effect for the period between regular rent determination unless changes in family circumstances occur. The tenant is required to report, in writing, changes in family income & composition within 10 calendar days of the occurrence as follows.
- A. Loss or addition to family composition through birth, death, marriage, divorce, removal or other continuing circumstance and the amount of such family member's income. Any additions, other than birth, must be approved by HHA in advance, and must qualify in the same manner as any applicant.
 - B. Employment, unemployment or changes in income of a permanent nature of the head-of-household, spouse or any wage earner 18 years of age or older.
 - C. The starting, stopping, or increase/decrease of any benefits/payments received by any member of the household from Old Age Pensions, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions/Gifts must be reported within 10 days of the change.
 - ~ Lump-sum payments or retroactive payments of benefits from any of the above sources for a preceding period paid in a lump sum must be reported. The rent will be adjusted retroactively to the date of eligibility for any household member for that period of time.
 - D. Cost of living increases in Social Security or public assistance does not need to be reported until next re-examination and re-determination of rent.
 - E. Errors of omission made at admission or re-examination shall be corrected by HHA, who will then decide if any retroactive accounts are due the tenant.

- F. A tenant who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten calendar days regardless of the amount or source.
 - 8. Notice of Temporary Rent: On occasions, HHA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs, the authority will compute a temporary rent based on the information available. Once the information is verified, the tenant will be notified. If an underpayment was made based on the information provided, the tenant will have 14 days from the date of the notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The head-of-household and/or spouse & HHA will agree to the temporary rent. This figures will be documented in the tenant file.
5. The Effective Date of Interim Re-determination of rent will be made as follows:
- A. Any decrease in rent resulting from decreases in household income will be made effective the first of the month following the date of the decrease in family income was reported and verified in writing;
 - B. The tenant agrees to pay any increase in rent resulting from an increase in household income the first of the second month following the date in which such increase occurred and will pay any back rent due because of failure on the part of the tenant to report any such increases in household income;
 - C. Any change in rent will require re-verification of all household income that has not been verified within 90 days of the previous rent determination.
 - D. The tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by HUD.
 - E. Employment, unemployment or any changes in occupation for any wage earner 18 years of age old or older.
 - F. If it is found that the tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than should be paid, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation which may result in eviction.
6. Special Re-examinations: are pre-scheduled extension of admission or continued occupancy determinations, and will be considered for the following reasons:
- A. If it is impossible to determine annual household income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made. A special re-examination shall be scheduled for thirty, sixty, or ninety days depending on circumstances. The tenant shall be notified in writing of the date of the special re-examination.
 - B. If the family income can be anticipated at the schedule time, the re-examination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be set with the same procedure followed until a reasonable estimate can be made.
 - C. Rents determined at special re-examination will be effective as previously noted.

7. Minimum Rent Hardship Exemptions - HHA shall grant an exemption from applying the minimum rent to a family making a proper request in writing who is unable to pay because of a financial hardship. The appeal must satisfy the following parameters:
- ~ The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State, or local assistance program because they are physically or mentally unable to work. This includes a family that contains a member who is an alien lawfully admitted for permanent acceptance in the United States under the Immigration and Naturalization Act and who would be entitled to public benefits under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - ~ The family would be evicted as a result of the implementation of the minimum rent;
 - ~ The income of the family has decreased because of changed circumstances, including loss of employment under circumstances beyond their control and are unable to get employment due to physical or mental disabilities;
 - ~ A death in the family has occurred which affects the family circumstance; and/or
 - ~ Other controlling factors as may be determined by HHA on a case by cases basis.

NOTE: All of the above must be proven by the tenant with written, verifiable information provided prior to the rent becoming delinquent & before the lease is terminated by HHA.

- A. If a tenant request a hardship exemption, prior to the rent being delinquent and the authority reasonably determines the hardship to be of a temporary nature, the *exemption will not be granted* during a ninety day period beginning upon the making of the request for the exemption.
- ~ A resident may not be evicted during the ninety day period for non-payment of rent, *but does not prohibit eviction for other lease violations.*
 - ~ If the resident thereafter demonstrates with written, verifiable confirmation that the financial hardship is of a long duration, HHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period.
8. Reduction of Welfare Benefits: If the tenant requests an income re-examination & the rent reduction is made on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the household's benefits have been reduced because of:
- A. Non-compliance with economic self-sufficiency program; or
 - B. Work activities requirements; or
 - C. Because of fraud.
9. Exception to Rent Reductions: Households whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self- sufficiency program or comply with a work activities requirement will not have their rent reduce.

SECTION XIX

TRANSFER

1. Objectives of the Transfer Policy:
- A. To fully utilize available housing resources while avoiding overcrowding by ensuring that each household occupies the appropriate size unit.
 - B. To facilitate a relocation for modernization or other authority purposes.
 - C. To eliminate vacancy loss and other expense due to unnecessary transfers.
2. Types of Transfers:

- A. HHA may, at its discretion, transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the authority will cover the cost of the transfer pursuant to cost allowed by HUD.
- B. Households may be transferred when the authority determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps.
- ~ The tenant will be required to provide a statement from a medical doctor which indicates the condition of the person and HHA reserves the right to make its own evaluation of the situation. All information will be documented.
 - ~ If HHA determines that there is not a substantial and necessary medical need, the request for transfer will be treated as a "convenience transfer".
 - ~ Normally, such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site.
 - ~ The tenant must pay for all of their moving expenses and a transfer fee.
- C. The Executive Director **may** permit a transfer to another housing complex or public housing facility for the convenience of the resident for good cause.
- ~ The cost of the transfer shall be borne by the tenant.
 - ~ A "Transfer Charge List" is posted in HHA's office & is based on our cost for maintenance + administrative charges for processing the transfer.
 - ~ The charge list will be reviewed annually and updated as needed.
 - ~ The actual cost of the transfer will be levied to the tenant's account, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not returning the keys to the old unit on the final day of the transfer.
 - ~ The household will be allowed a period of seven calendar days to move and turn in the keys for the old unit without being charged a penalty.
 - ~ If the move takes more than the allotted time & the keys are not returned, a \$10 per day penalty until the keys are surrendered to HHA.
 - ~ Prior to the transfer, HHA will perform an inspection on the current unit to determine the amount of charges for any damages.
 - ~ All transfer charges will be paid at the time the lease is reassigned to the "new" unit and keys are given to the household.
 - ~ If there are any expenses based on the condition of the "old" unit, these must be paid within fourteen days of the written notice from HHA.
- NOTE: All requests for convenience transfers must be made in writing stating the reasons for the relocation. HHA will issue a decision within thirty calendar days after receiving the transfer request. Upon reaching a decision on the reassignment, the tenant will be given a list of charges that are to be paid prior to the transfer. Possible charges, above normal wear & tear, can be imposed after the move.*
- D. Transfers for over/under housed families to an appropriately sized unit may be done at the discretion of HHA. Tenants are obligated to accept such transfers. Such reassignments will meet with the following principles:
- ~ Determination of the correct sized units shall be in accordance with HHA's occupancy guidelines,
 - ~ Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist at that site, and
 - ~ The tenant must pay for their own moving expenses.

E. All reassignments must be for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, initiated by the authority due to modernization work and/or other good cause as deemed by HHA.

- ~ HHA initiated transfers,
- ~ Reassignments for health reasons or convenience transfers,
- ~ Households who are under-housed or over-housed by two or more bedrooms, and/or
- ~ Households who are under-housed or over-housed by one bedroom,

NOTE: Within each priority type, reassignments will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger unit, that date shall be the one on which the changed, family circumstances are verified by HHA. The authority reserves the right to immediately reassign any household who has misrepresented family circumstances or composition. The tenant will be charged the posted assessment levy for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

3. Transfer Procedures: The authority shall incorporate the following procedure to handle reassignment of units:

- ✓ Prepare a prioritized transfer list, as necessary, at annual re-examination;
- ✓ Notify residents by letter of pending reassignment & issue final offer of vacant units as soon as one is identified;
- ✓ Evaluate convenience requests for transfer based on approved medical reasons;
- ✓ Issue "notice to transfer" when the vacated unit is available for occupancy;
- ✓ Participate in planning & implementation of transfer systems for modernization and other similar programs;
- ✓ HHA will inspect both apartments involved in the transfer, charging for any resident damages that is not considered normal wear and tear; and
- ✓ When the household is transferred for modernization, the cost of the transfer shall be paid by HHA pursuant to cost that is allowed by HUD.

A. Only one offer of a unit will be made to a tenant being transferred for "convenience" within his/her own neighborhood. A household being transferred outside its neighborhood will be allowed to refuse two offers.

- ✓ In the case of a household being transferred from a unit which is uninhabitable, incorrectly sized or scheduled for major repairs - failure to accept the unit offered, or the second unit offered in the case of transfer outside the neighborhood, will be grounds for eviction.
- ✓ When a tenant declines an offer of a transfer to a single level unit which the tenant requested, HHA will notify the resident that HHA is not obligated to make any subsequent offers. The tenant will be notified HHA has discharged its obligation and the resident will remain in the unit at their own risk.
- ✓ The housing authority will assume no liability for the tenant's condition.

B. Rights of HHA per established transfer procedures are to be used as a guide to insure fair and impartial means of assigning units for reassignment. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or to refuse a transfer.

SECTION XX

LEASE TERMINATION AND EVICTIONS

- ~ All lease terminations and evictions will be processed in accordance with HHA's current dwelling lease and grievance procedures. These operating rules are incorporated into this document by reference and is the guideline to be used in these circumstances.
- ~ The dwelling lease may not cover every specific situation that warrants a tenancy eviction, therefore, HHA may cancel a lease "for good cause" when the basis for the expulsion is not specifically listed in the document. "For good cause" may be due to a preponderance of evidence in the specific violation.

**SECTION XXI
COMPLAINTS AND GRIEVANCE PROCEDURES**

~ Complaints and disputes shall be handled according to the process outlined in HHA's approved Grievance Procedure. This policy is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

**SECTION XXII
SECURITY DEPOSITS**

~ A security deposit will be paid by each tenant in the current stated amount of \$100.00. This payment will be kept during the entire occupancy as insurance against damages incurred to the property by the household, as well as, to cover any unpaid rent at the end of the tenure.

**SECTION XXIII
OCCUPANCY GUIDELINES**

~ The following guidelines shall determine the number of bedrooms required to accommodate each household without overcrowding/over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units with the understanding that they must transfer to the appropriate size unit when instructed to do so by HHA. The following standards shall apply:

1. Suggested household-sizing formula to meet occupancy standards:

2. dif	<i>Number of Bedrooms</i>	<i>Minimum # of Persons</i>	<i>Maximum # of Persons</i>	occupied by
	One	1	2	
3. At	Two	2	4)/guardians, but
the	Three	3	6	
	Four	4	8	
4. In 1				le when justified
by				

5. Every member of the residence, over two years of age, is to be counted as a personage when considering the unit size for a household.

TRANSFER CHARGE LIST
(Costs incurred by tenant when moving from one unit to another.)

Re-Assignment Expenses | **Amount**

Administrative charge for processing the transfer paperwork***	\$10.00
Maintenance labor cost to repair damage to unit	\$50.00
Cleaning cost	\$30.00
Pest Infestation Service	\$30.00
Penalty for not turning keys in on the last day of the transfer process	\$10.00 daily
Penalty for not vacating the unit on the date set in transfer agreement	\$10.00 daily
Cost to replace broken/damaged equipment or property	replacement costs
Repair cost to remedy damage done to unit	supply costs
Other:	
Other:	
COMMENTS:	

NOTE: "Damage" is considered tenant-caused destruction beyond normal wear & tear expected.

*** Charges incurred for a "Convenience Transfer" requested by the tenant.

- ~ All "transfer charges" must be paid at the time the tenant received the keys to the new unit.
- ~ If there are any expenses incurred due to HHA as a result of the move-out inspection, the tenant must pay for these damages within 14 days of written notice form the authority.
- ~ Failure to pay any of the above noted charges will result in termination of tenancy.

**SECTION XXIV
COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS
FOR POSTING REQUIRED INFORMATION**

There shall be maintained in the office common-area a bulletin board for displaying information, relevant to tenants, to accommodate the following posted materials:

- ✓ Statement of Policies & Procedures Governing Admission & Continued Occupancy Policy (ACOP) which outlines tenant selection and assignment plan,
- ✓ Open Occupancy Notice (applications being accepted or not being accepted),
- ✓ Directory of Housing Communities including names, address of office, number of units by bedroom size, number of units specifically designated for elderly/handicapped and normal office hours,
- ✓ Income Limits for Admission and Utility Allowances, Current Schedule of Routine Maintenance Charges,
- ✓ Dwelling Lease, Grievance Procedure, Fair Housing poster,
- ✓ "Equal Opportunity in Employment" poster,
- ✓ Any current "Tenant " notices, plus
- ✓ Security Deposit Charges.

**SECTION XXV
PET RULE**

1. HHA chooses not to publish rules except those referenced to in this policy governing the keeping of common household pets. Tenants will comply with lease provisions concerning this subject.
2. Exclusions to this policy does not apply to animals used to assist persons with disabilities. HHA must grant this exclusion if the following is provided:

- The tenant or applicant certifies in writing that the resident or a member of the household is a person with a disability;
- The animal has been trained to assist persons with that specific disability (i.e. a seeing eye dog, an animal that assists with medical issues, etc.) and
- The animal actually assists the person with a disability.

NOTE: Nothing in this policy limits or impairs the rights of individuals with disabilities.

**SECTION XXVI
DECONCENTRATION RULE**

1. **Objective:** The Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty households and/or a concentration of higher-income residents in any one development.
 - A. The specific objective is to house no less than 40% of the units with families that have income at or below 30% of the area median income.
 - B. HHA will take actions to insure that no single development site has a concentration of higher-income households in one or more of the sites.
 - C. It is a goal of HHA not to house more than 60% of its units at any one site with households whose income exceeds 30% of the area median income.
 - D. Household incomes are tracked by using reports generated from the computer system.

2. **Actions:** To accomplish the deconcentration goals, HHA will take the following actions:
 - A. At the beginning of the fiscal year, the authority will establish a goal for housing 40% of its new admissions with households whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous fiscal year.
 - B. To accomplish the goals of:
 - Not less than 40% of its units on an annual basis with households that have incomes at or below 30% of area median income; and
 - Not housing families with incomes that exceed 30% of the area median income in developments that have 60% or more of the total households living at the site with incomes that exceed 30% of the area median income. HHA's process for tenant selection and assignment, which is incorporated in this policy, provides for skipping applicants on the waiting list to accomplish these goals.

**SECTION XXVII
CLOSING OF FILES AND PURGING INACTIVE FILES**

HHA will purge inactive files after they have been closed for a period of three years, with the exception of troubled cases or cases involving a household containing a minor with a reported elevated blood-lead level. During the term of tenancy and for three years thereafter the authority will keep the resident file. In addition, the following records must be kept for at least three years:

- ✓ Records with racial, ethnic, gender and disability status data for applicants and tenants,
- ✓ The application from each ineligible family and documentation of the disqualification,
- ✓ HUD required reports, files, and other documents specified by HUD,
- ✓ Lead based paint inspection reports as required,
- ✓ Unit inspection reports, and
- ✓ Accounts and records supporting HHA and financial statements.

HHA shall retain all data for current tenants for audit purposes. No information shall be removed which may effect an accurate audit.

SECTION XXVIII

PROGRAM MANAGEMENT PLAN (Organization Plan)

Reference HHA's adopted personnel policy for the organization plan for the authority.

SECTION XXX

ADDITIONAL POLICIES AND CHARGES

Additional policies and charges are available in the housing authority office with copies located in the Indianapolis Field Office. These polices and charges may be amended with the updated documents accessible.

ATTACHMENT "B"

**HUNTINGBURG HOUSING AUTHORITY
BOARD OF COMMISSIONERS' MEETING
September 6, 2000**

FINANCIAL STATUS REPORT FOR PREVIOUS MONTH

Type of Receipts	Amount of Receipts
Tenant Receipts	\$ 8,021.14

Type of Receipts	Amount of Receipts
Total Washer/Dryer Receipts	\$ 99.25 \$ 47.00 reimbursed Petty Cash \$ 52.25 deposited
Petty Cash + Change Fund	\$ 100.00 + \$ 25.00
Misc. Income (Transfer from Money Market & Tell City PHA)	\$ 8,000.00 + \$100.00
HUD Subsidy Amount	\$ 0.00
TOTAL INCOME =	\$ 16,345.39

BANK ACCOUNTS	AMOUNT IN EACH ACCOUNT
Low Income Balance as of 08-31-2000	\$ 877.12
Money Market Balance as of 08-31-2000	\$ 13,460.82
Section 8 Balance as of 08-31-2000	\$ 15,459.09
Certificates of Deposit as of 07-19-2000	\$ 100,858.51
TOTAL MONIES =	\$ 130,665.54

CASH-ON-HAND REPORT

Starting Balance =	\$ 25.00 + \$100.00
Amount Spent =	\$ 47.00 (see receipts & logs)
Amount reimbursed from Washer/Dryer funds =	\$ 47.00
Ending Balance =	\$ 25.00 + \$100.00

MONEY MARKET ACCOUNT

Date	Transaction	Pmt/Withdrawal	Deposit/Interest	Balance
07-31-2000	Starting Balance			\$21,424.00
	Less	\$0.00	\$0.00	\$21,424.00
	Transfer(Low-Income)	\$8,000.00	\$0.00	\$13,424.00
08-31-2000	Interest Earned		\$36.82	\$13,460.82

SECTION 8 CHECKING ACCOUNT

Date	Transaction	Pmt/Withdrawal	Deposit/Interest	Balance
08-01-2000	Starting Balance			\$15,925.60
08-01-2000	Martin Group	\$10,012.00		\$15,913.60
08-01-2000	HUD		\$10,085.00	\$26,998.60
08-30-2000	Martin Group	\$11,566.00		\$15,432.60
08-31-2000	Interest		\$26.47	\$15,459.09

CERTIFICATES OF DEPOSIT

Date of Issue / Redemption Date		Account # & CD #		Interest Earned as of	Interest Earned	Current Value
04-17-95	04-17-00	3157	3101843	07-17-00	\$132.35	\$9,963.25
12-15-96	09-15-00	4733	2440482	06-15-00	\$112.58	\$9,208.86
12-15-96	09-15-00	4734	2440504	06-15-00	\$ 64.82	\$5,302.17
12-15-96	09-15-00	4735	2440490	06-15-00	\$ 64.82	\$5,302.17
				Balance as of 07-17-00 =		\$29,776.45
04-19-00	04-19-02	0150	0000358	07-19-00	\$154.58	\$10,154.58
04-19-00	04-19-02	0150	0000358	07-19-00	\$154.58	\$10,154.58
04-19-00	04-19-02	0150	0000358	07-19-00	\$154.58	\$10,154.58
04-19-00	04-19-02	0150	0000358	07-19-00	\$154.58	\$10,154.58
04-19-00	04-19-02	0150	0000358	07-19-00	\$154.58	\$10,154.58
04-19-00	04-19-02	0150	0000358	07-19-00	\$154.58	\$10,154.58
04-19-00	04-19-02	0150	0000358	07-19-00	\$154.58	\$10,154.58
				Balance as of 07-19-00 =		\$71,082.06
				Balance as of 07-17-00 =		\$100,858.51

Finance Report For Board Meeting September, 2000

ATTACHMENT "C"

HUNTINGBURG HOUSING AUTHORITY(HHA)
as of September 08, 2000

Organizational/Staffing Chart

BOARD OF COMMISSIONERS

Rob Hamilton Kim Doty Jack Amos Jerry Altstadt Valerie Morris

EXECUTIVE DIRECTOR

Gayle Dugas

CLERICAL

Hilda Small

MAINTENANCE

Terry Zink

Ron Drew

Dorothy Hendrix

SECURITY SERVICES

John Lewis

ATTACHMENT "D"

SECURITY SERVICES OFFICER

Job Description

REPORTS TO: Executive Director

ISSUED May, 1999

BY: Huntingburg Housing Authority (HHA)

BASIC PURPOSE AND PHILOSOPHY: The Security Officer is responsible for ensuring a safe, secure and orderly living environment for the residents of Friendship Village and League Circle Apartments. This position will work cooperatively with all tenants, employees and staff of HHA under the supervision of the Executive Director and/or the Board of Commissioners.

QUALIFICATIONS: Must have prior and/or current experience as a law enforcement officer. The qualified individual will have a personality well oriented to people plus possess excellent communication skills. This position requires effective interaction with people

of varied ethnic, religious, cultural backgrounds without prejudice toward their environmental or financial standards. This designate must recognize the confidentiality of the position.

RESPONSIBILITIES: including, but not limited to:

1. Will work 10 to 15 hours per week as needed to ensure the safe, secure and orderly living environment of Friendship Village (FV) and League Circle Apartments (LCA).
2. The hours worked will be varied and designed to maximize the effectiveness of the assignment in order to augment the monies invested.
3. Routine "walk-thru" visits will be done at each site using these visitations as an opportunity to converse and build relationships with the tenants/guests/visitors.
4. Regular "drive-thru" tours will provide the visibility of an authority figure to tenants/guests/visitors which will ensure their compliance with HHA rules and regulations.
5. Accurate and timely completion of required paperwork (i.e. Daily Activity Log, Incident Reports, etc.) is mandatory.
6. Will provide educational opportunities for tenants and their household in the physical and mental consequences of drug & alcohol abuse.
7. Will provide educational opportunities for tenants and their households on the consequences of participating in crime on or off HHA premises.
8. Ensure that the social and physical living environments of tenants are not violated by others.
9. Assist the Executive Director and/or Board to ensure the effective operation of HHA.
10. Keep the Executive Director and Board apprised of all information.
11. Other duties/assignments as required by the Executive Director and/or Commissioners.

It is the policy of HHA to provide a safe, peaceful and healthy environment for of it's employees and tenants. Each HHA employee is obligated to observe safe practices and obey all safety rules. Each HHA employee must be able to perform the essential functions of the job, which includes bending, reaching, lifting, pulling, grasping, able to climb stairs, and is generally insurable. This job description is not intended to be all inclusive. Therefore, the employee may be requested to perform other reasonable related duties assigned by the Executive Director and/or Board of Commissioners as required. HHA reserves the right to revise or to change job duties and/or hours as business requirements dictate. It is mutually agreed that the job description does not constitute a written or implied contract of employment. It is understood that HHA reserves the right to change work schedules as required, including overtime.

Signature: _____ Date: _____

Summary of Program Activity:

1. Hire one security person to work approximately 10 hours per week, primarily evenings & weekends, to be conspicuous resulting in tenants feeling more secure at home.
2. Build relationships between the security officer & tenants resulting in trust for law enforcement personnel.
3. Provide educational opportunities on the dangers of using and abusing alcohol/drugs.
4. Discuss crime and the punishment received for breaking the law, as well as, the respect attained from being honorable.
5. On-site counseling for those recovering from drug/alcohol abuse; on home detention; doing community service; and how to cope with problems without turning to drugs/alcohol.

Staff Assigned to Implement Program:

Gayle Dugas, Executive Director, who currently supervises all activities, both financial and administrative, for the Huntingburg Housing Authority (HHA). This Director has a BS in Business Administration; 30 years of supervisory and financial experience; 11 years experience working with individuals who are developmentally disabled; successfully expedited a \$425,693 CIAP Grant for HHA in less than 18 months; sustained a HUD Administrative Review in 1998 correcting all findings within 60 days (some which had not been addressed by previous directors since 1990), as well as, passing the Public Housing Manager's training with all "high" ratings.

Grant duties will include but not limited to:

- ◆ Monitoring the budget;
- ◆ Meeting all reporting deadlines;
- ◆ Complying with all regulations;
- ◆ Hiring security personnel;
- ◆ Supervise hours & job performance of security personnel;
- ◆ Monitor all educational/training curriculum; and
- ◆ Other responsibilities that arise as the program evolves.

The Security Person will have previous experience in security/law enforcement. He/She will be able to communicate successfully with all individuals no matter their age, beliefs, cultural background, race, sex, or financial status. This person will work cooperatively with management and uphold all rules, regulations and legalities as set by HHA and HUD, as well as, local, State and Federal authorities.

Duties will include but not be limited to:

- ◆ Doing "walk-thru" visitations at both sites;
- ◆ Doing "drive thru" visitations at both sites;
- ◆ Record times and activities of each routine visit;
- ◆ Notify Executive Director of all incidents;
- ◆ Complete incident report for each occurrence;
- ◆ Keep time sheet on a weekly basis for bi-weekly compensation;
- ◆ Arrange educational programs for residents with Executive Director's approval;
- ◆ Organize meetings with tenants on a regular basis for a "question & answer" discussion;
- ◆ Be available to take calls concerning misconduct at the sites if Executive Director is not available;
- ◆ Other duties that arise as program develops.

Narrative

Our comprehensive plan includes the following components: (1) providing a security person who will be highly visible to all tenants reinforcing the "safe & secure" living environment expected; (2) educational opportunities that will teach adults and children how to avoid or stop drug/alcohol use; and (3) reduce crime by reinforcing the fact that there is punishment for committing offenses against people and/or property. Approximately 10 hours per week will be devoted to the presence of the security officer at the sites with other professionals providing instructional workshops on the dangers of drug and/or alcohol abuse and the resulting punishments for the crimes committed by those involved with such activities. The elements of this plan will be evident at both Friendship Village (30 single-level units for elderly/disabled residents) and League Circle Apartments (20 family townhouse units). All aspects of this program will benefit the 31 elderly and/or disable residents, as well as, the 63 household members currently residing in our family units.

ATTACHMENT "E"

RESIDENT ADVISORY BOARD MEETING

July 14, 2000

1: 00 PM

Community Room of HHA Administration Building
1102 Friendship Village
Huntingburg, IN

MINUTES

Members present: Ms. Evelyn Mathies, Representative for Elderly Residents
Ms. Camilla Huff, League Circle Apartments Representative
Ms. Sandra Lents, Representative for Residents who are Disabled
Ms. Gayle Dugas, Executive Director

Table Library

The members of the Resident Advisory Board were provided with copies of the first draft of the 2000 Agency Plan. Each person present read through the plan, special emphasis was made on the additional HUD requirements concerning "Community Service" and the new "Pet Policy". Both of these areas are now mandatory per Federal Register final rulings. Noted grammatical, phrasing, index numbering inaccuracies will be corrected by the Executive Director. The corrected plan will be available in the HHA office for public screening and recommendations.

The Advisory Board members indicated that the Plan was comprehensive and did not make any changes in the subject matter.

Minutes taken and recorded by Gayle Dugas.

ATTACHMENT "F"

HUNTINGBURG HOUSING AUTHORITY (HHA) PET POLICY

The HHA Pet Policy is being revised as set by the Federal Register 24CFR Part 960, dated 07/10/2000, effective 08/01/2000. The previous pet policy dated July 21, 1987, complied with Section 227 of the Housing and Urban Rural Recovery Act of 1983 providing for the ownership of pets in Federally assisted rental housing built exclusively for the elderly and/or handicapped. Since 1997, HHA has allowed family households to have designated pets such as caged birds or aquariums for fish or small turtles. Having permitted this, we are in compliance with the new Federal ruling to allow designated pets in low-income family residences. However there are some changes concerning refundable & non-refundable pet security deposits that now have to be initiated concerning pet ownership that will become effective August 1, 2000.

The pet deposits as of August 1, 2000, will be as follows:

A \$200 non-refundable pet deposit plus a \$100 refundable pet deposit will be required on any cat or dog owned or kept by a household.

A \$100 refundable pet deposit will be required on a fish tank (tanks can be no larger than 10 gallon capacity).

A \$100 refundable pet deposit will be required on each bird cage up to a maximum of 2 birds per cage.

NOTE: All pets that were owned by residents as of July 31, 2000, will be "grandfathered in" without any changes in pet deposits. This means that FV tenants who had pets on that date will see no change in their pet deposit unless they acquire a pet on or after 08/01/2000. The stated pet deposit standards set as of 08/01/00, will then apply. Tenants at LCA who had birds or fish as of July 31, 2000, will not be assessed the new pet deposit rates. However, any pet acquired on or after 08/01/00, will be regulated by the rates effective that date.

Rules will be enforced as follows:

➤ ***No rodents*** (i.e. rabbits, hamsters, mice, rats, etc) ***or reptiles*** (i.e. snakes, lizards, iguanas, alligators, etc.) ***are allowed.***

- As of August 1, 2000, a \$200 non-refundable pet deposit plus a \$100 refundable pet deposit must be paid in advance of bringing a cat or dog into a household or into a HHA unit. Non-refundable deposit means that this money will not be returned to the tenant at the end of tenancy or if the pet is no longer in residence. Refundable deposits will be returned to the resident at the end of tenancy if there are no damages caused by the pet.
- A description and vet report must be supplied with the paid deposits is required before the cat or dog is brought into the unit.
- Households are limited to one cat, one dog, one 10 gallon aquarium or two caged birds. NOTE: Birds must be caged at all times. Cats must be spayed/neutered, have proof of annual check-ups & all required shots, plus the front paws must be de-clawed. A plastic litter box is required with used/soiled litter disposed of in tied, plastic bags.

Dogs must be spayed/neutered, have current township license, adult weight cannot exceed 20 pounds with proof of annual check-ups and required shots. When walking/exercising the animal, all fecal matter must be picked up & then disposed of in air-tight containers. The animal must be bathed/groomed on a regular basis, if noise becomes an issue the HHA may require removal of animal or loss of tenancy.
- All owners will be responsible for any cost incurred in dealing with a flea, tick, and/or insect infestation problem due to the animal.
- Pets must be provided with a proper diet, clean living environment, exercise and medical attention. *NOTE: if at anytime the presence of a pet is deemed to cause a problem affecting the safety, sanitation or living environment for the household, other residents or HHA, the pet will be removed.*
- A paid pet-deposit of \$100 is required from households prior to the acquisition & housing of birds in a HHA apartment (limit 2 birds per cage, one cage per unit).
- A paid pet-deposit of \$100 is required from household prior to the acquisition of a 10 gallon aquarium for fish or turtles (no reptiles or rodents) for placement in a HHA unit.
- If pets are acquired, housed or brought into HHA premises prior to the pet- deposits being paid, the pets will be have to removed and the household will be prohibited from having any type of pet during their tenancy.
- Pet owners must arrange for the care of their pet when the owner is away.
- No pets shall be allowed in the community room except for animals which are trained to assist disabled individuals or by special permission of the Director.
- **Pets (both cats & dogs) are to be kept in the apartments....they are not allowed to run/roam free and are not to be chained outside. Pets are to be walked with a leash.**

HHA will require the removal of pets whose conduct or condition is duly determined to constitute a nuisance and/or to be a threat to the health/safety of the other tenants or the community. HHA will require the removal of any additional pets if more than one pet is in residence. If flooring/carpeting is ruined due to animal waste or destruction, the tenant, or responsible family member, will be charged for replacement costs.

Revised 07/2000 with confirmation with Board Resolution 04-2000

HUNTINGBURG HOUSING AUTHORITY DWELLING LEASE

PROJECT NUMBER 14028-01
 DATE OF LEASE EXECUTION 09/06/2000

1. **DESCRIPTION OF PARTIES AND PREMISES** - The Huntingburg Housing Authority (HHA) does hereby lease the dwelling unit located at _____ and listed as Unit # _____ in the City of Huntingburg in the State of Indiana to _____. All members of the current household are listed below:

Name	Relationship	Date of Birth & Age	Social Security #

OCCUPANCY DATE of this lease is the _____ day of _____, 20_____.

2. **RENTAL PAYMENT.....AMOUNT OF & DUE DATE** – The current monthly rent of \$_____ will be due and payable on the 1st day of each month beginning _____, 20____. The rent is considered delinquent after the 10th calendar day of the month unless otherwise agreed upon by the tenant and HHA. A \$20.00 late fee will be added to delinquent accounts as recommended. This rent figure will remain in effect unless adjusted in accordance with the provisions of Section 5 thereof. Rent and other charges are to be paid at the HHA office located at 1102 Friendship Village.
3. **SECURITY DEPOSIT** – The tenant agrees to pay \$100 as a security deposit to be used by the Authority at the termination of this lease toward reimbursement of repair cost due to intentional or negligent damages to the dwelling unit caused by the tenant, household member/guests, and any rent or other charges owed to the HHA by the household. The security deposit will not be used to pay rent or other charges while the tenant occupies the dwelling unit. In the event that the tenant shall fully and faithfully comply with all terms, provisions, covenants and conditions of this lease, the security deposit or any balance thereof shall be returned to the tenant after the move-out inspection has been completed. The security deposit shall be refunded only if “notice to vacate” is given to HHA by the tenant prior to an authorized termination of the agreement. The keys to the unit must be returned to HHA. The rental unit and it’s contents are found, upon inspection, to be in good, clean condition with no unusual damage, ordinary wear and tear excepted. If deductions are made from the security deposit as herein described, the HHA will provide the tenant with a written statement of any such costs, damages and/or other charges that occurred as result of the tenant’s occupancy of the rental unit.

4. **UTILITIES** – The Authority agrees to furnish the following utilities in accordance with the current Schedule of Utilities. The sites where utilities are furnished by the Authority, a charge shall be assessed for excess utility consumption due to the operation of tenant-supplied appliances. HHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

Site 1 – League Circle Apartments (LCA): water, sewage, & gas utilities are furnished, electricity is the responsibility of the tenants; there is a charge for cable television plus a dumpster fee paid to HHA.

Site 2 – Friendship Village (FV): all utilities paid except a charge for excess utility costs & cable television.

5. **RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY** – The tenant agrees to furnish accurate information to HHA with regard to family income, employment, household composition, age of household members, assets and related information for use by the Authority in determining if the rent should be changed; whether the dwelling size is still appropriate for the household's needs and whether the tenant is still eligible for low-rent housing. Failure to supply such information is a serious violation of the terms of the lease putting tenancy at jeopardy. This determination will be made in accordance with the Admissions and Occupancy Policy. This re-determination information is required annually for both sites (LCA & FV).

A. Rent, as fixed in Section 2 hereof or as adjusted pursuant to the above, will remain in effect for the _____ period between regular rent determinations unless during such periods the following becomes valid:

1. The tenant can show a change in his/her circumstances (such as a decline in income) which would justify as a reduction in rent pursuant to the Schedule of Rents or other circumstances that would create a hardship situation. If a reduction is granted, the tenant must report subsequent increases in income within 10 days of occurrence. Failure to report changes in a timely manner may result in a retroactive rent charge or termination of tenancy.
2. The tenant commences to receive public assistance or his public assistance is terminated. Such a change must be reported to HHA within ten (10) days of occurrence.
3. If found that a tenant has misrepresented to the Authority the facts upon which the rent is based, making the rent less than should have been charged, the increase in rent may be made retroactive to the date of the increase.
4. If a person, with approval from HHA, joins the household their income will be considered in rent calculations and may cause a change in the amount due monthly.
5. In the event of any rent adjustment, pursuant to the above, HHA will provide to the tenant the new rent amount & effective date in accordance with Section 11 hereof. In the case of rent decreases, the adjustment will become effective at the date previously indicated or the first of the following month, unless the rent increases results from finding of intentional misrepresentation under Section 5A-3.

B. All changes in household composition must be reported to HHA within 10 days of the occurrence. Failure to report such changes may result in retroactive rent charges. If the Authority determines the size of the _____ dwelling unit is no longer appropriate to the tenant's needs, The tenant will then be required to move into _____ another unit that better fits the household membership within the development in which he lives. The _____ tenant will be given a reasonable time in which to move at their own expense and labor. Failure to comply _____ will lead to eviction.

C. Per the Federal Register Final Ruling as published 3/29/2000, effective 10/01/2000, any unemployed adult over the age of 18, unless disqualified by age or disability, will be required to complete 8 hours of community service each month. This requirement will be in force at HHA effective 01/01/2001, with documentation for recertification due 01/2002, mandatory for continued tenancy. If the household does not provide documentation of 8 hours of community service per month as required, the lease will not be renewed with immediate eviction occurring. This does not supercede eviction by lease violations.

6. **OCCUPANCY OF THE DWELLING UNIT** – The tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers without consent of HHA. The tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling for the tenant and household. If approved by HHA, *in writing*, foster children and/or live-in-care for a member of a tenant's family will be allowed. The tenant herein agrees to abide by such necessary and reasonable regulations as may be promulgated by HHA for the benefit and well-being of the tenants and the housing unit. *Violation of such regulations may abort the lease.*

The tenant agrees to vacate the premises upon becoming mentally and/or physically unable to maintain his/her person and/or the dwelling unit. If there is no one known who can or will take responsibility for the care of or the relocation of the tenant, the Authority will work with appropriate agencies to secure suitable housing. The lease will be terminated at that time.

7. **OBLIGATIONS AND RESPONSIBILITIES OF THE AUTHORITY** – The Authority's obligations under the lease shall include the following:

- A. to ensure that the premises and the project are maintained in a decent, safe, and sanitary condition, other than the responsibilities designated to the leaseholder;
- B. to comply with requirements of applicable building codes, housing codes and HUD regulations significantly affecting health and safety of the tenants;
- C. to make necessary repairs to the premises/properties, NOTE: it is the responsibility of the tenant to report to the office all needed repairs, etc. for issuance of a work order to the Maintenance Department;
- D. to keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and up-keep, in a clean & safe condition;
- E. to maintain in good, safe, working order/condition all electrical, plumbing, heating, ventilating systems;
- F. to maintain any appliances/equipment supplied or required by HUD and/or HHA;
- G. to supply running water and reasonable amounts of hot water; and
- H. to ensure sufficient heat at appropriate times of the year according to local custom and usage.

8. **TENANT OBLIGATIONS AND RESPONSIBILITIES** – The tenant is obligated and responsible for compliance with all requirements imposed upon tenants, by applicable provision of building and housing codes, significantly affecting the health and safety of project residents and/or employees.

Each leaseholder is required:

- A. to keep the premises and other such areas as may be assigned to the leaseholder for their household's exclusive use in a clean and safe condition per HHA/HUD Housekeeping Standards including the yard area, front & rear entrances, front & rear walkways, parking space, etc. - all noted areas are to remain free from hazards, trash, litter and debris;
- B. to use only in a reasonable manner electrical, plumbing, heating, ventilating and other equipment/facilities;
- C. to refrain from destroying, defacing, damaging or removing any part of the premises or property;
- D. to ensure other household members and/or guests/visitors refrain from destroying, defacing, damaging or removing any part of the premises or property;

- E. to pay reasonable charges for the repair of damages (above normal wear and tear) to the premises, buildings, facilities or common areas caused by the tenant, his household or guests/visitors;
 - F. to conduct themselves in a manner which will not disturb the neighbors enjoyment of their accommodations, social environment and/or living environment;
 - G. to ensure other household members and/or guests/visitors refrain from disturbing the neighbors enjoyment of their accommodations and/or living environment;
 - H. to ensure that household members or guests/visitors abide by a 9:00 PM curfew on noise & disturbances and to know that violation of the curfew regulation is grounds for eviction;
 - I. to maintain the site in a decent, safe, clean, garbage-free, litter-free, sanitary condition;
 - J. to not participate in or allow any illegal or other criminal/drug activity or any action to take place on or near HHA properties that would impair the physical or social environment of other residents and/or households;
 - K. that the tenant, any household member and/or any guest/visitor will not participate in any activity that threatens the health, safety or rights of other residents, neighbors or employees;
 - L. that the tenant, household member and/or any guest/visitor will not display, use or possess any firearm (operable or inoperable) or other weapon that would impact the safety & security of the site or any person;
 - M. to know any criminal activity will result in termination of tenancy and immediate eviction from the unit;
 - N. League Circle tenants are to remove snow & ice from sidewalks and entry-ways during the winter months;
 - O. to ensure that sidewalks and entry-ways are kept clean, neat and hazard free at all times;
 - P. to comply with Resolution 04-2000, i.e. the Pet Policy which allows households to have pets only *after* all refundable and non-refundable pet deposits have been paid-in-full in the amounts designated in the policy [i.e. \$200 non-refundable + \$100 refundable pet deposit on any dog or cat, a \$100 refundable pet deposit on a aquarium (maximum of 10 gallon), and a \$100 pet deposit for a maximum of 2 birds which must be caged], NOTE: *failure to comply will jeopardize the tenancy of the household.*
 - Q. to know that all HHA approved pets (rodents & reptiles are not allowed) are to be controlled at all times – any dog or cat outside of the apartment must be on a leash (animals cannot be “tied out” for any reason), to make sure that their vehicle (i.e. any motorized conveyance) is not parked on sidewalks or in yards, that their vehicle is not parked in another tenant’s designated space, that vehicles are not washed on housing property, that vehicle maintenance or mechanical work of any kind is not done in the parking lots or on housing property, that all vehicles must be licensed and operable to be parked in the parking lots and/or spaces, NOTE: *violation can result in vehicles being towed at the tenant’s expense.*
 - R. to remove & never keep/store any type of combustible substances or material within or outside their unit;
 - S. to prevent any household member or guest/visitor from knowingly or intentionally starting a fire on HHA premises, failure will cause the leaseholder to be evicted within five (5) days of the incident;
 - T. to refrain from changing door locks without HHA’s written approval, the Authority will retain a copy of all keys, locks are not to be installed on the inside or outside of interior doors;
 - U. to know that swimming/wading pools of any kind are prohibited on HHA premises at any time; and
 - V. to refrain from hosting or participating in any type of yard sale, flea market, etc. in or on HHA properties.
8. **DAMAGE AND REPAIR** – the tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. The leaseholder will ensure that the unit meets the HHA/HUD Housekeeping Standards. The tenant shall notify the HHA office promptly of needed repairs to his dwelling unit & of unsafe conditions in common areas/grounds of the site which may lead to damage or injury.

Except for normal wear & tear, the leaseholder agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises or properties caused by the tenant, household members and/or guests. Such charges shall be billed to the tenant and shall specify the items of damages involved, corrective action taken and the cost thereof. When the Authority determines that needed maintenance is not caused by normal wear & tear, the tenant shall be charged for the cost of such services per the Schedule of Maintenance Charges or the actual cost of the repair(s) which are not listed, including any overtime costs incurred. HHA agrees to accept rental money without regard to any other charges owed to the Authority by the tenant, If necessary, the Authority will seek separate legal remedy for the collection of other charges accrued by the tenant.

Should the leased unit be damaged to the extent that conditions are created which are hazardous to the life, health or safety to the household, the tenant will immediately notify HHA of the damage. The authority shall then be responsible for repair of the unit within a reasonable time unless the damage was caused by the tenant, a household member or guests/visitors. The leasehold will make restitution for such damages. HHA shall, if available, offer basic alternative accommodations when repairs cannot be made within a reasonable time. Provision may be made for abatement of the rent in proportion to the seriousness of the damage in loss and value as a dwelling in the event repairs are not made in accordance with this Section or alternative accommodations are provided in accordance with this Section. No abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, household members or guests/visitors.

NOTE: *At no time is HHA are responsible for "peace keeping" between tenants or for the loss of a tenant's personal belongings.*

9. **INSPECTIONS** (i.e. annual, un-scheduled, move-in, move-out, etc.) – A "move-in" inspection will be conducted prior to a tenant moving into an apartment. The Authority will inspect the dwelling unit and the equipment in it. The tenant and/or his representative may be present at the move-in inspection.

The leaseholder agrees that any duly authorized agent, employee, or representative of HHA will be permitted to enter the dwelling unit for the purpose of making improvements or repairs as required by tenant initiated requests or routine, preventative maintenance. Such entry will be made only during reasonable hours.

If necessary, because of reported unacceptable living conditions of a unit, the tenant will be notified that un-scheduled inspections will be conducted to ensure the apartment returns to an acceptable living environment. Each tenant will abide by all "Housekeeping Standards" as set by HUD and HHA.

The Authority shall have the right to enter the tenant's dwelling unit without prior notice to the tenant if it is believed that an emergency exists which requires such entry. HHA will promptly notify the tenant in writing, if deemed necessary, as to the time, purpose and emergency that required the entry.

When the tenant vacates the unit, HHA will conduct a "move-out" inspection of the apartment. The tenant and/or a representative may be present at the inspection.

Advance notice of annual inspections will be provided to the tenant. Upon completion of the annual inspection, HHA will notify the tenant of any failure to comply with "Housekeeping Standards" and/or any standards of the lease. The notice will indicate the specific conditions found. If required, a second inspection will be scheduled to ensure compliance. Failure to comply violates the terms of the lease terminating tenancy.

10. **LEGAL NOTICES** – Any notice of eviction, required hereunder, will be sufficient if delivered in writing to the tenant personally or to an adult member of the household residing in the dwelling unit. It may be sent by regular mail, certified mail addressed to the tenant with return receipt request with postage prepaid or hand delivered by a representative of the Authority.

Notice to the Authority from a leaseholder must be in writing. It may be delivered to the HHA office or sent to the Authority by certified mail, properly addressed with postage prepaid.

11. **TERMINATION OF THE LEASE** – This lease may be terminated by the tenant at an time by giving fourteen (14) days written notice in the manner specified in Section 11. The tenant agrees to leave the dwelling unit in clean, good condition with reasonable wear & tear acceptable. The keys will be returned to HHA on the last day of occupancy.

The Authority may terminate the lease at any time by giving written notice as set forth in Section 11 with not less than fourteen (14) days notification prior to the date of termination. Such notice may only be given for good cause (i.e. non-payment of rent, repeated late payments, serious or repeated interference with the rights of other tenants,

serious or repeated damage to the premises, creation of physical hazards, criminal activity, a preponderance of evidence of lease violations, etc.). In the event an incident occurs that requires immediate eviction of the household, proper legal proceedings will be initiated.

Notice of lease termination by either party, tenant and/or Authority, may be given on any day of the month. If HHA should elect to terminate this lease, the tenant must be told the reasons for the eviction in an appropriate manner by a duly authorized representative of the Authority. The tenant must be given an opportunity to make such reply or explanation as he/she may wish.

If a conference is held, the tenant must be informed of:

- the specific reasons for the proposed eviction and the evidence upon which it is based &
- their right to request a hearing upon the proposed eviction in the manner provided in Section 13.

12. **GRIEVANCE PROCEDURE** – All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of the Authority. The grievance procedure is available at the HHA office and incorporated herein by reference.

13. **CHANGES** – This lease, together with future adjustments of rent or dwelling units, evidences the entire agreement between the Authority and the Tenant. No specific policy changes herein shall be made except in writing, signed and dated by both parties. Leaseholders will be advised of any amendments that alter this agreement.

IN WITNESS WHEREOF: The parties have executed this lease agreement on the _____, day in the month of _____, 20_____ in Huntingburg, IN 47542.

The Tenant agrees that all provisions of this lease have been read and are understood. The Tenant agrees to be bound by the provisions and conditions as written.

Head of Household Signature

2nd Named Leaseholder

Gayle Dugas, Executive Director

Date _____

Approved with Board Approval September 6, 2000, encompassing all amendments and resolutions.

Huntingburg Housing Authority (HHA)

Resolution 05-2000

WHEREAS: *It has been brought to the attention of the Board of Commissioners of the Huntingburg Housing Authority (HHA) the need to revise the Lease to meet the requirements of HUD and to incorporate all regulations since the last revision of this document.*

WHEREAS: *The Board of Commissioners of the Huntingburg Housing Authority resolves that this validation is provided by this resolution and is effective immediately.*

WHEREAS: *The Board of Commissioners of the HHA designates the Executive Director to enforce said resolution as stated until otherwise stipulated.*

THEREFORE BE IT NOW RESOLVED: *on this 6th day of September, 2000, the issuance and acceptance of this Resolution.*

“Ayes” - ALL

“Nays” - NONE .

Kim Doty, Chairperson

Attest: _____
Gayle Dugas, Executive Director

ATTACHMENT "H"

Residents are annually provided with the opportunity to express their desire to become a "Resident Member" of the Huntingburg Housing Authority Board of Commissioners. The information from the Federal Register was circulated twice in 1999, without any resident expressing a desire to become a part of this governing body.

Federal Register/Vol. 64, No.120

§ 964.415 Resident board members.

(a) General. Except as provided in §§ 964.405(b) and 964.425, the membership of the governing board of each public housing agency must contain not less than one eligible resident board member.

(b) Resident board member no longer directly assisted. (1) A resident board member who ceases to be directly assisted by the public housing agency is no longer an "eligible resident" as defined in § 964.410. (2) Such a board member may be re-moved from the PHA board for that cause, where such action is permitted under State or local law. (3) Alternatively, the board member may be allowed to complete his/her current term as a member of the governing board. However, the board member may not be re-appointed (or re elected) to the governing board for purposes of serving as the statutorily required resident board member.

(c) Minimum qualifications for board membership. Any generally applicable qualifications for board membership also apply to residents, unless the application of the requirements would result in the governing board not containing at least one eligible resident as a member. Further, PHAs and localities may not establish eligibility requirements for board membership that are solely applicable to residents.

§ 964.420 Resident board member may be elected.

(a) General. Residents directly assisted by a public housing agency may elect a resident board member if provided for in the public housing agency plan, adopted in accordance with 24 CFR part 903.

(b) Notice to residents. The public housing agency must provide residents with at least 30 days advance notice for nominations and elections. The notice should include a description of the election procedures, eligibility requirements, and dates of nominations and elections. Any election procedures devised by the public housing agency must facilitate fair elections.

§ 964.425 Small public housing agencies.

(a) General. The requirements of this subpart do not apply to any public housing agency that: (1) Has less than 300 public housing units (or has no public housing units); (2) Has provided reasonable notice to the resident advisory board of the opportunity for residents to serve on the governing board; (3) Has not been notified of the intention of any resident to participate on the governing board within a reasonable time (which shall not be less than 30 days) of the resident advisory board receiving the notice described in paragraph (a)(3) of this section; and (4) Repeats the requirements of paragraphs (a)(2) and (a)(3) of this section at least once every year.

(b) Public housing agencies that only administer Section 8 assistance. A public housing agency that has no public housing units, but administers Section 8 tenant-based assistance, is eligible for the exception described in paragraph (a) of this section, regardless of the number of Section 8 vouchers it administers.

(c) Failure to meet requirements for exception. A public housing agency that is otherwise eligible for the exception described in paragraphs (a) and (b) of this section, but does not meet the three conditions described in paragraphs (a)(2) through (a)(4) of this section, must comply with the requirements of this subpart.

§ 964.430 Nondiscrimination.

Membership status.—

(a) General. A resident board member is a full member of the governing board.

(2) Resident participation must include matters regarding Federal public housing and Section 8 tenant-based assistance. A resident board member must be allowed to take part in decisions related to the administration, operation, and management of Federal public housing programs and Section 8 tenant-based rental assistance programs. This rule does not extend to matters that: (i) Exclusively relate to other types of housing assistance ; or (ii) Do not involve housing assistance (as may occur where the city or county governing body also serves as the PHA board).

(3) Public housing agency may expand scope of resident participation. A public housing agency may choose to expand the scope of resident member involvement to matters not required under paragraph (a)(2) of this section.

(b) Residence status. A governing board may not prohibit any person from serving on the governing board because that person is a resident of a public housing project or is assisted under section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

(c) Conflict of interest. A governing board may not exclude any resident board member from participating in any matter before the governing board on the grounds that the resident board member's lease with the public housing agency, or the resident board member's status as a public housing resident or recipient of Section 8 tenant-based assistance, either results or may result in a conflict of interest.