

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

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# Housing Authority of the City of Gary

5 Year Plan for Fiscal Years 2005 - 2009  
Annual Plan for Fiscal Year 2008

Proposed Submittal and Public Hearing Date: January 10, 2008

**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:** Housing Authority of the City of Gary, Indiana **PHA Number:** IN011

**PHA Fiscal Year Beginning:** 04/2008

**PHA Programs Administered:**

**Public Housing and Section 8**   
  **Section 8 Only**   
  **Public Housing Only**  
 Number of public housing units:      Number of S8 units:      Number of public housing units:  
 Number of S8 units:

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

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

### Public Access to Information

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

- Main administrative office of the PHA  
PHA development management offices
- PHA local offices

### Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA  
PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

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

- Main business office of the PHA
- PHA development management offices
- Other (list below)

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2005 - 2009**  
[24 CFR Part 903.5]

**A. Mission**

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

The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

The PHA's mission is:

To be the premier affordable housing agency of the City of Gary; providing affordable housing opportunities in a manner that promotes individual and family self-sufficiency while maintaining the highest standards of integrity, productivity and compliance with established federal and local guidelines and policies.

**B. Goals**

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

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

PHA Goal: Expand the supply of assisted housing

Objectives:

- Apply for additional rental vouchers:
- Reduce public housing vacancies: From 11% to 5%
- Leverage private or other public funds to create additional housing opportunities:
- Acquire or build units or developments-New Construction/Hope VI
- Other (list below)

Dispose of obsolete units and create Mixed Income Communities

PHA Goal: Improve the quality of assisted housing

Objectives:

- Improve public housing management: (PHAS score) From 17 to 24

- Improve voucher management: (SEMAP score) From 14 to 85
- Increase customer satisfaction: Continue RASS Follow up Action Plan
- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing: Apply for HOPE VI Grant
- Provide replacement public housing: Using Housing Choice Vouchers
- Provide replacement vouchers:
- Other: (list below)
  - Create homeownership opportunities
  - Consider outsourcing public housing management to improve operations

PHA Goal: Increase assisted housing choices

Objectives:

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

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

PHA Goal: Provide an improved living environment

Objectives:

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

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

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

Objectives:

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

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

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
  - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
  - Other: (list below)

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

The following is a list of some, but not all, of the goals and objectives attained in the past year:

- **Applied for additional HOPE VI grant**
- **Outsourcing management of the Housing Choice Voucher Program (Section 8)**
- **Acquired additional Finance resources to more effectively manage GHA's fiscal operation**
- **Started implementation of GHA information system upgrades and infrastructure**
- **Acquired Architectural Firm to conduct a Physical Needs Assessment of each development**
- **Began implementation of site-based management**
- **Began process of outsourcing of vacant unit turnaround**
- **Developed new departmental policies and procedures**
- **Provide additional training for staff in all departments**
- **Consideration of the feasibility of outsourcing management of the property management and property maintenance departments**
- **Acquire additional A&E services to develop plans and specifications for GHA Capital Fund projects**

**Annual PHA Plan**  
**PHA Fiscal Year 2008**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

- Standard Plan**
- Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The Gary Housing Authority shall at all times develop and operate each Public Housing Program solely for the purpose of providing decent, safe and sanitary housing for eligible families in a manner that promotes serviceability, economy efficiency and stability of the housing developments and housing in the community as well as the economic and social well being of the residents.

To meet its grant requirements and to rise from a “troubled status” designation in the Public Housing Program the Gary Housing Authority has partnered with the U.S. Department of Housing and Urban Development (HUD) and the City of Gary. This partnership, in the form of a Memorandum of Agreement (MOA) will serve as the road map to implement a change to an agency that is focused on asset management.

Funding sources to all public housing agencies have been substantially reduced which has affected the service level to clients. Thus, staff responsible for implementing the housing programs and services will increase their level of accountability during this change to become asset managers.

Gary Housing Authority’s Housing Choice Voucher Program (HCVP) was removed from “troubled status” and achieved a Standard Performer status in 2007. Moving forward, the HCVPS goal is to achieve and maintain High Performer status. In this regard we will seek to expand housing opportunities for families in low poverty and de-concentrated areas. We will seek to provide rental assistance to our clients in quality, well-maintained communities while stressing to them that their becoming economically and socially independent of all governmental assistance is the ultimate goal of the program.

By providing on-going training to staff, utilizing the technical assistance from HUD contractors, developing and updating internal policy and procedures, and establishing sound accountability measures, GHA will move forward and operate efficiently and effectively to make a positive impact on affordable housing for our clients in the future.

### **iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

#### **Table of Contents**

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#### **Attachments**

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

#### Required Attachments:

- Admissions Policy for Deconcentration – **Attachment A**
- FY 2008 Capital Fund Program Annual Statement – **Attachment B**
- Most recent board-approved operating budget – **Attachment C**
- List of Resident Advisory Board Members – **Attachment D**
- List of Resident Board Member – **Attachment E**
- Community Service Description of Implementation – **Attachment F**
- Information on Pet Policy – **Attachment G**
- Section 8 Homeownership Capacity Statement, if applicable – **Attachment H**
- Description of Homeownership Programs – **Attachment H**

Optional Attachments:

- PHA Management Organizational Chart – **Attachment I**
- FY 2008 Capital Fund Program 5 Year Action Plan – **Attachment J**
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) – **Attachment K**
- Other (List below, providing each attachment name)
  - HCV (Section 8) Administrative Plan **Attachment L**
  - Admissions & Continued Occupancy Policy (ACOP)- **Attachment M**
  - Annual Performance and Evaluation Reports (P&E)-**Attachment N**
  - Assessment of Site Based Waiting List Development Demographic Characteristics – **Attachment O**
  - Maintenance Plan (includes Pest Control Policy) – **Attachment P**
  - RASS Plan – **Attachment Q**
  - Lease Agreement – **Attachment R**
  - One Strike Policy – **Attachment S**
  - Rent Collection Policy – **Attachment T**
  - Resident Charge List – **Attachment U**
  - Transfer Policy – **Attachment V**
  - Utility Allowance – **Attachment W**
  - Utility Rates – **Attachment X**
  - Capitalization Policy – **Attachment Y**
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  - Disposition Policy – **Attachment CC**
  - Investments Policy – **Attachment DD**
  - Petty Cash Policy – **Attachment EE**
  - Cash Management/Internal Procedures – **Attachment FF**
  - Cost Allocation Plan – **Attachment GG**
  - Section 3 Policy – **Attachment HH**
  - Procurement Procedures and Practices Manual/Plan – **Attachment II**
  - Procurement Policy – **Attachment JJ**
  - Labor Standards Policy – **Attachment KK**
  - Personnel Policy – **Attachment LL**
  - Acceptable Use Policy – **Attachment MM**
  - Record Retention Policy – **Attachment NN**
  - Conduct Policy – **Attachment OO**
  - Travel Policy – **Attachment PP**
  - Emergency Policy – **Attachment QQ**
  - Vehicle Use Policy – **Attachment RR**
  - FSS Action Plan – **Attachment SS**

- HUD MOA – **Attachment TT**
- Certifications – **Attachment UU**
- Public Comments – **Attachment VV**

**Supporting Documents Available for Review**

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
	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
X	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
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	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
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	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
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing	Annual Plan: Rent Determination

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	A & O Policy	
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	
X	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	
X	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)	
	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	
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: FSS (Section 8 Program only)
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other	

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	resident services grant) grant program reports	
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	
X	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
X	Troubled PHAs: MOA/Recovery Plan	MOA-Part B
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## **1. Statement of Housing Needs**

[24 CFR Part 903.7 9 (a)]

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

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
<b>Family Type</b>	<b>Overall</b>	<b>Afford-ability</b>	<b>Supply</b>	<b>Quality</b>	<b>Access-ibility</b>	<b>Size</b>	<b>Location</b>
Income <= 30% of AMI	6,915	5	5	5	5	4	1
Income >30% but <=50% of AMI	3,087	4	4	3	3	5	1
Income >50% but <80% of AMI	3,009	3	3	4	3	5	1
Elderly	2,009	1	1	1	1	1	1
Families with Disabilities	3,713	4	4	3	5	2	2
White	1,243	3	3	3	3	4	1
Black	14,820	5	4	4	3	4	1
Hispanic/Others	567	5	4	4	3	4	1
Two or more races	82	3	4	4	3	4	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.)

- Consolidated Plan of the Jurisdiction/s  
Indicate year: **2005-2009 City of Gary – Consolidated Plan**
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data  
Indicate year:
- Other housing market study  
Indicate year:
- Other sources: (list and indicate year of information)

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

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

<b>Housing Needs of Families on the Waiting List PUBLIC HOUSING Data Source: Admissions Department (EMPHASYS Reports-Withdrawn Applicants-Conventional, Eligibility Report, Report of Move-ins by Development and Bedroom Size)</b>			
Waiting list type: (select one) <input type="checkbox"/> Section 8 tenant-based assistance <input checked="" type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	856		69 (7.3%)
Extremely low income <=30% AMI	459	53.4%	
Very low income (>30% but <=50% AMI)	36	4.2%	
Low income (>50% but <80% AMI)	66	7.7%	
Families with	356	41.4%	

**Housing Needs of Families on the Waiting List  
PUBLIC HOUSING  
Data Source: Admissions Department  
(EMPHASYS Reports-Withdrawn Applicants-Conventional, Eligibility Report,  
Report of Move-ins by Development and Bedroom Size)**

children			
Elderly families	37	4.3%	
Families with Disabilities	148	17.3%	
White	20	2.4%	
Black	835	97.5%	
Asian	1	0.1%	
Other	0	0.0%	

Characteristics by Bedroom Size (Public Housing Only)			
1BR	505	59%	(104)
2 BR	229	26.8%	103
3 BR	101	11.8%	65
4 BR	18	2.1%	(5)
5 BR	3	0.3%	13
5+ BR	0	0.0%	(3)

Is the waiting list closed (select one)?  No  Yes  
 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

**Housing Needs of Families on the Waiting List  
SECTION 8  
  
(Waiting List was suspended. Anticipate opening waiting list and conducting Lottery in January 2008.)**

**C. Strategy for Addressing Needs**

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

**(1) Strategies**

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

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

Select all that apply

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

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

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)  
**GHA will explore options to provide the necessary capital not just to address backlog capital needs but also to attract a healthy mix of incomes. One other option is the development of a conversion program.**

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

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

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
  - Employ admissions preferences aimed at families with economic hardships
  - Adopt rent policies to support and encourage work
  - Other: (list below)
- GHA will continue to explore additional funding opportunities with the City of Gary and other human service organizations that provide resources to this targeted population through collaborative efforts.**

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

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

Select all that apply

- Employ admissions preferences aimed at families who are working
  - Adopt rent policies to support and encourage work
  - Other: (list below)
- Implementing measures to offer FSS Programs for all public housing family sites will be phased in over the next two (2) years.  
(Resident ages 19-64)**

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

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

Select all that apply

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

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

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

Select all that apply

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

**Update and enter into additional Memoranda of Understanding with Service Providers that offer assistance to families with disabilities, if deemed necessary by GHA's assessment of current providers.**

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

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

Select if applicable

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

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

Select all that apply

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

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

**(2) Reasons for Selecting Strategies**

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

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

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

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year.

Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2007 grants)</b>	<b>\$ 18,475,720</b>	
a) Public Housing Operating Fund	4,750,000	
b) Public Housing Capital Fund	4,880,482	
c) HOPE VI Revitalization	57,752	
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	8,787,486	
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>	<b>5,673,106</b>	
Capital Fund - 2007	4,738,332	Capital Needs
Capital Fund - 2006	198,693	Capital Needs
Capital Fund - 2005	329,548	Capital Needs
Capital Fund - 2004	406,533	Capital Needs
<b>3. Public Housing Dwelling Rental Income</b>	<b>2,650,000</b>	Public Housing Operations
<b>4. Other income (list below)</b>		
<b>5. Non-federal sources (list below)</b>	<b>31,680</b>	
Non-Dwelling Rental	31,680	Public Housing
<b>Total resources</b>	<b>\$26,830,506</b>	

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

[24 CFR Part 903.7 9 (c)]

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

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

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

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

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

**At the time of initial application.**

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

**Landlord references**

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

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

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

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

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

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe)

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

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

**Mixed Income Communities**

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? **21**

2.  Yes  No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists? **3**

3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists? **All**

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:

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

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused

- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)
  - Catastrophic National Emergency
  - Disaster
  - Government Action

c. Preferences

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

- Employment,
- Participation in Training Program
- Live/Work in GHA’s Jurisdiction

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)

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

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

#### 1 Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

**Near elderly and Singles**

4. Relationship of preferences to income targeting requirements:

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

#### **(5) Occupancy**

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

- The PHA-resident lease
- The PHA’s Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

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

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

**(6) Deconcentration and Income Mixing**

a.  Yes  No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b.  Yes  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: All sites
- 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.  Yes  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, how would you 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:  
 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:  
 List (any applicable) developments below:

## **B. Section 8**

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

### **(1) Eligibility**

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

- Criminal or drug-related activity only to the extent required by law or regulation  
 Criminal and drug-related activity, more extensively than required by law or regulation  
 More general screening than criminal and drug-related activity (list factors 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? (either directly or through an NCIC-authorized source)

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

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

**Tenants last known Section 8 Landlord name and address**

### **(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:

**Extensions are granted due to lack of housing opportunities in GHA's jurisdiction.**

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

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)

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

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

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

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

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

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

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

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

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

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

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

- Through published notices
- Other (list below)

### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

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

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

#### **(1) Income Based Rent Policies**

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

a. Use of discretionary policies: (select one)

- 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:

Total tenant payment shall be the greatest of 30% of monthly adjusted income, 10% of monthly income or \$50.00 for all resident households whose annual adjusted income is greater than zero.

1. A "hardship request" shall be available to residents who claim they are unable to pay the established minimum rent. Hardship criteria shall include the following situations:
  - The household has lost eligibility to or is awaiting an eligibility determination for a federal, state or local assistance program;
  - The family would be evicted as a result of the imposition of the minimum rent;
  - The income of the family has decreased because of changed circumstances, including loss of employment;
  - A death in the family has occurred;
  - Other circumstances determined by GHA.
2. A household will be exempt from paying minimum rent upon satisfactory documentation that the hardship described above is of a long term basis. If exempted such exemption will be effective retroactively to the date of the request of the hardship.
3. If the "hardship" is temporary (less than 90 days) then the household will not be exempt from the minimum rent requirement and shall be responsible for full payment of minimum rent. However, a non-payment of rent eviction procedure will not be initiated during the period of "temporary" hardship. (within 90 days from the date of the request for hardship)

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
- Fair market rents (FMR)
- 95<sup>th</sup> percentile rents

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

f. Rent re-determinations:

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

(select all that apply)

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

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

**(2) Flat Rents**

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)

**The PHA shall consider:**

- 1) The location, size, unit type, and age of the unit**
- 2) Any amenities, housing services, maintenance and utilities provided by GHA**

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

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

## **(1) Payment Standards**

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

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

## **(2) Minimum Rent**

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

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

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

**Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied. The established minimum rent for all voucher holders is \$50.00. A family may request an exception to the minimum rent based on financial hardship, which is defined as follows: The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local financial assistance; The family would be evicted as a result of the imposition of the minimum rent requirement; The income of the family has decreased because of changed circumstances, including: loss of employment; death in the family; and, other circumstances as determined by the PHA or HUD.**

## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

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.)

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	2,183	350
Section 8 Vouchers	1,130	120
Section 8 Certificates	NA	NA
Section 8 Mod Rehab	53	5
Special Purpose Section 8 Certificates/Vouchers (list individually)		
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)**  
(Attachment M-ACOP)

(2) **Section 8 Management: (list below)**  
(Attachment L-HCV Administrative Plan)

### 6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

#### 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**

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

### **A. Capital Fund Activities**

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

#### **(1) Capital Fund Program Annual Statement**

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) Attachment N: P & E Report

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

#### **(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) Attachment J: 5 Yr. Action Plan

-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)**

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- 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 one 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:  
**Will research feasibility with developer for Ivanhoe Gardens**

- 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**

[24 CFR Part 903.7 9 (h)]

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.)

<b>Demolition/Disposition Activity Description</b>	
1a. Development name: Ivanhoe Gardens	
1b. Development (project) number: <b>IN 11-02</b>	
2. Activity type: Demolition <input checked="" type="checkbox"/> <b>Approved</b> Disposition <input checked="" type="checkbox"/> <b>Will work with HUD on disposition options</b>	
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: <u>(March 2007 - Approved for Demolition)</u>	
5. Number of units affected: 317	
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development	
7. Timeline for activity: a. Actual or projected start date of activity: To be determined with HUD b. Projected end date of activity: To be determined with HUD	

<b>Demolition/Disposition Activity Description</b>	
1a. Development name: Delaney	
1b. Development (project) number: <b>IN 11-04</b>	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> <b>Will work with HUD on disposition options</b>	
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or <b>planned for submission</b> : <u>(To be determined)</u>	
5. Number of units affected: 227	
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development	
7. Timeline for activity: a. Actual or projected start date of activity: To be determined with HUD b. Projected end date of activity: To be determined with HUD	

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Dorie Miller
1b. Development (project) number:	<b>IN 11-05</b>
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> <b>Will work with HUD on disposition options</b>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	<u>(To be determined)</u>
5. Number of units affected:	270
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: To be determined with HUD b. Projected end date of activity: To be determined with HUD

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Colonial Gardens Scattered Site
1b. Development (project) number:	<b>IN 11-10</b>
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> <b>Will work with HUD on disposition options</b>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	<u>(To be determined)</u>
5. Number of units affected:	Undetermined
6. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: To be determined with HUD b. Projected end date of activity: To be determined with HUD

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Concord on the Hill 1b. Development (project) number: <b>IN 11-19</b>
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(To be determined)</u>
5. Number of units affected: 27
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: To be determined with HUD b. Projected end date of activity: To be determined with HUD

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Colonial Gardens 1b. Development (project) number: <b>IN 11-20</b>
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> <b>Will work with HUD on Disposition Options</b>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(To be determined)</u>
5. Number of units affected: To be determined
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: To be determined with HUD b. Projected end date of activity: To be determined with HUD

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

[24 CFR Part 903.7 9 (i)]

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.

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Genesis Towers 1b. Development (project) number: <b>IN 11-25</b>
2. Designation type: Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(To be determined)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 142 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Al Thomas High Rise 1b. Development (project) number: <b>IN 11-24</b>
2. Designation type: Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(To be determined)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 170 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Carolyn B. Mosby High Rise 1b. Development (project) number: <b>IN 11-11</b>
2. Designation type: Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(To be determined)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 142 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>	
1a. Development name: Glen Park High Rise	
1b. Development (project) number: <b>IN 11-07</b>	
2. Designation type:	
Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: <u>(To be determined)</u>	
5. If approved, will this designation constitute a (select one)	
<input checked="" type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously-approved Designation Plan?	
6. Number of units affected: 128	
7. Coverage of action (select one)	
<input checked="" type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

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: **Delaney West**

1b. Development (project) number: **11-4**

2. What is the status of the required assessment?

- Assessment underway
- Assessment results submitted to HUD
- Assessment results approved by HUD (if marked, proceed to next question)
- Other (explain below)

3.  Yes  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)

- Conversion Plan in development
- Conversion Plan submitted to HUD on: (DD/MM/YYYY)
- Conversion Plan approved by HUD on: (DD/MM/YYYY)
- 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)

- Units addressed in a pending or approved demolition application (date submitted or approved: )
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: )
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: )
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- Other: (describe below)

**Conversion of Public Housing Activity Description**

1a. Development name: **Dorie Miller**

1b. Development (project) number: **11-5**

2. What is the status of the required assessment?

- Assessment underway
- Assessment results submitted to HUD
- Assessment results approved by HUD (if marked, proceed to next question)
- Other (explain below)

3.  Yes  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)

- Conversion Plan in development
- Conversion Plan submitted to HUD on: (DD/MM/YYYY)
- Conversion Plan approved by HUD on: (DD/MM/YYYY)
- 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)

- Units addressed in a pending or approved demolition application (date submitted or approved: )
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: )
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: )
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- 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**

[24 CFR Part 903.7 9 (k)]

### **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; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may 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.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: HOPEVI Homeownership Program 1b. Development (project) number: IN 36P011029
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" 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 checked="" 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: (11/25/2002)
5. Number of units affected: 13 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" 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.)

### 2. Program Description:

#### a. Size of Program

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

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants  
 26 - 50 participants  
 51 to 100 participants  
 more than 100 participants

#### b. PHA-established eligibility criteria

- Yes  No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:



## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (1)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

### 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)?

If yes, what was the date that agreement was signed? \_\_\_\_\_

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
- Preference in admission to section 8 for certain public housing families
- 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. The position of the table may be altered to facilitate its use. )

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)
Back to God Movement Meal Service Program	130	Specific Criteria	Concord, Delaney, and Dorie Miller	PH
Financial Literacy	13	Specific Criteria	Housing Opportunities Network	PH
Gary Community School Corporation-Adult Basic Education Program	13	Specific Criteria	Delaney – CISCO Lab	PH

**(2) Family Self Sufficiency program/s**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2008 Estimate)	Actual Number of Participants (As of: 03/31/07)
Section 8	75	5

- 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:

**Reduce the program size to 25.**

**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: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services

- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

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

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may 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**

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

**All**

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

1. List the crime prevention activities the PHA has undertaken or plans to undertake:

(select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

1. Which developments are most affected? (list below)

**All**

**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)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

**MOA requires an agreement identifying baseline services.**

2. Which developments are most affected? (list below)

**All developments, high-rises and scattered sites are affected.**

**D. Additional information as required by PHDEP/PHDEP Plan**

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes  No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes  No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes  No: This PHDEP Plan is an Attachment. (Attachment Filename: \_\_\_\_)

## **14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

See Attachment G – Information on Pet Policy

## **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

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

## **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

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**

[24 CFR Part 903.7 9 (q)]

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.

1.  Yes  No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)  
 Not applicable  
 Private management  
 Development-based accounting  
 Comprehensive stock assessment  
 Other: (list below)
3.  Yes  No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **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: (if comments were received, the PHA **MUST** select one)  
 Attached at Attachment K Resident/Public Comments  
 Provided below:
  
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.  Yes  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 and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

##### 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: (Gary, Indiana)

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. (list below)
- Other: (list below)

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

### **D. Other Information Required by HUD**

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

#### **Conditions that constitute Substantial Deviation from the Five Year Plan and the Annual Plan**

**The Gary Housing Authority defines substantial deviation as follows:**

- **A change in overall GHA policy that negatively impacts rent paid by residents, or allowances received, that is not prompted by HUD regulatory or legislative decree;**
- **A change in the annual plan goals or objectives that impacts more than 40% of the Capital Fund, or cumulative Financial Resources identified in the Financial Resources Section of this Plan.**

- **Changes are made to our rent or admission policies or our waiting list**
- **There are changes in our demolition or disposition designation, or changes in our homeownership program or conversion activities**

**Should a significant deviation occur as defined above, then the Gary Housing Authority will follow the established HUD guidelines for public review and participation in determining the changes to the plan. This will include appropriate public notice and a public hearing to review these substantial changes and incorporate community feedback into the plan revision submitted to HUD.**

## **Attachments**

Use this section to provide any additional attachments referenced in the Plans.

**ATTACHMENT A**  
**Admissions Policy**  
**for Deconcentration**

**ATTACHMENT A**

**PUBLIC HOUSING**

**ADMISSION DECONCENTRATION POLICY**

**PURPOSE:** To ensure that families are housed in a manner that will prevent a concentration of poverty families, higher income families, as well as racial and national origin in any on GHA public housing development.

**HOUSING NEEDS:**

HUD defines housing problems as inadequate physical conditions, overcrowding or payment of 30 percent or more of income housing expenses. Rental households with housing problems cited in the City of Gary Consolidated Plan include:

- 71 percent of extremely low-income households;
- 63 percent of very low-income households;
- 24 percent of low-income households;
- 7 percent of moderate-income households

Rental – large family households (five or more related persons) consistently have the most housing problems.

In the City of Gary, there is a lack of habitable housing units that are affordable to those who fall below 30% of the median family income (MFI). Approximately 66% of renters with incomes below 30% of the median and more than 60% of those with income between 31% to 50% experience housing problems.

The GHA public housing waiting list indicates: approximately 53% of applicants have incomes below or equal 30% of average median income (AMI); 4% have incomes between 31% to 50% of AMI; and 7.7% between 51% to 80% of AMI.

In order to implement the statutory requirement to deconcentrate poverty and provide for income mixing in each public housing developments, GHA will institute the following measures over the next three years.

**STEPS FOR IMPLEMENTATION:**

1. Annually, the average income of all families residing in each covered development will be determined and tracked on a monthly basis.
2. Determine whether each covered development falls above, within or below the Established Income Range. The established Income Range is from 85% to 115% (inclusive) of the average family income for the public housing authority-wide average income for developments. The upper limit shall never be less than the HUD income definition of extremely low income family 24 CFR 5.603(b). -1-

3. Explore strategies to attract applicants with higher incomes without exceeding 40 percent of families whose incomes are below 30 percent of area median income.

**FAIR HOUSING REQUIREMENTS:**

This policy complies with the Fair Housing Act requirements and with regulations to affirmatively further fair housing. GHA will not impose any specific income or racial quotas for any public housing development(s) in implementing the Admission Deconcentration Policy.

**CIVIL RIGHTS REQUIREMENTS:**

GHA will carry out the provision of this policy in conformity with the nondiscrimination requirements in Federal civil rights laws, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act. GHA will not assign persons to a particular public housing development based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

## **DECONCENTRATION POLICY**

Providing opportunities for very low income families to obtain rental housing outside of areas of poverty or minority concentration is an important goal of the Housing Choice Voucher Program (HCVP).

To expand the number of rental property owners participating in the Gary Housing Authority HCVP, the Authority is actively recruiting new landlords to the program as well as soliciting additional properties from current landlords that already participate in the program.

We have begun a program of quarterly Landlord Briefings to educate current and future landlords on the benefits of the Voucher program.

Prior to moving all participants are required to have a Client Briefing to inform them to the availability and benefits of moving to areas of low poverty/deconcentrated areas.

**ATTACHMENT B**  
**FY 2008 Capital Fund**  
**Program Annual Statement**

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Gary Housing Authority

Grant Type and Number

Capital Fund Program Grant No: IN36P011501-08

Replacement Housing Factor Grant No:

Federal FY of Grant:  
2008

Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending:  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost			Total Actual Cost	
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations	976,097.00				
3	1408 Management Improvements	737,889.00				
4	1410 Administration	427,964.00				
5	1411 Audit	20,000.00				
6	1415 Liquidated Damages	0.00				
7	1430 Fees and Costs	206,000.00				
8	1440 Site Acquisition	0.00				
9	1450 Site Improvement	500,000.00				
10	1460 Dwelling Structures	1,417,356.00				
11	1465.1 Dwelling Equipment—Nonexpendable	481,279.00				
12	1470 Non-dwelling Structures	0.00				
13	1475 Non-dwelling Equipment	113,897.00				
14	1485 Demolition	0.00				
15	1490 Replacement Reserve	0.00				
16	1492 Moving to Work Demonstration	0.00				
17	1495.1 Relocation Costs	0.00				
18	1499 Development Activities	0.00				
19	1501 Collateralization or Debt Service	0.00				
20	1502 Contingency	0.00				
21	Amount of Annual Grant: (sum of lines 2 – 20)	4,880,482.00				
22	Amount of line 21 Related to LBP Activities					
23	Amount of line 21 Related to Section 504 compliance					
24	Amount of line 21 Related to Security – Soft Costs	354,000.00				
25	Amount of Line 21 Related to Security – Hard Costs					
26	Amount of line 21 Related to Energy Conservation Measures					

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

PHA Name: Gary Housing Authority		Grant Type and Number Capital Fund Program Grant No: IN36P011501-08 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008				
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Funds Obligated	Funds Expended		
HA-Wide Operations	Improve PHAS Score	1406	1 LS	976,097.00					
HA-Wide Mgmt. Improvements	Resident Training	1408	1 LS	1,500.00					
	Staff Training	1408	1 LS	17,500.00					
	Rehab Vacant Units	1408	1 LS	364,889.00					
	GHA Security	1408	1 LS	354,000.00					
	Non-Technical Salaries	1410	1 LS	113,839.00					
HA-Wide Admin	Technical Salaries	1410	1 LS	201,304.00					
	Legal Expense	1410	1 LS	1,500.00					
	Fringe Benefits	1410	1 LS	93,721.00					
	Travel Expense	1410	1 LS	5,000.00					
	Sundry Expense	1410	1 LS	7,500.00					
	Telephone Expense	1410	1 LS	2,600.00					
	Publication Expense	1410	1 LS	2,500.00					
	Independent Auditor	1411	1 LS	20,000.00					
	HA-Wide Fees and Costs	A&E Services	1430	1 LS	206,000.00				

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

PHA Name: Gary Housing Authority		Grant Type and Number Capital Fund Program Grant No: IN36P011501-08 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
3280 Pierce	Closet & Interior Doors	1460	1 LS	340,000.00				
High Rise	Structural Problems	1460	1LS	76,356.00				
IN-07	Laundry Rooms	1460	1LS	100,000.00				
Colonial Gardens	Closet & Interior Doors	1460	1 LS	335,000.00				
IN-09								
Colonial Gardens	Closet & Interior Doors	1460	1 LS	345,000.00				
IN 11-10								
Ivanhoe Gardens	Exterior Doors	1460	1 LS	21,000.00				
IN 11-23								
GHA-Wide	Replace Ranges	1465		200,000.00				
GHA-Wide	Replace Refrigerators	1465		200,000.00				
GHA-Wide	Replace Hot Water Tanks	1465		81,279.00				
GHA-Wide	Maintenance Equipment	1475		50,000.00				
GHA-Wide	Replace Maintenance Truck	1475		63,897.00				







Resolution No. 2007-2020

**A RESOLUTION TO ADOPT THE FISCAL YEAR 2008 OPERATING  
BUDGET FOR LOW-RENT HOUSING PROGRAM**

**WHEREAS**, the Housing Authority of the City of Gary, Indiana (GHA) is required to submit to the United States Department of Housing and Urban Development (HUD) an annual operating budget summarizing the proposed receipts and expenditures for the fiscal year 2008 (April 1, 2007 through May 31, 2008); and

**WHEREAS**, the Board of Commissioners has reviewed the Operating Subsidy Calculation and proposed operating budget for the period referenced above;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Gary, Indiana, a quorum being present, do hereby approve the attached Operating Subsidy Calculation and Operating Budget as the budget for the Low Rent Program for fiscal year 2008.

**Approved and adopted the 9<sup>th</sup> day of August, 2007**

**Victor H. Thornton, Chairperson**

Attest with the Seal  
of the Housing Authority  
off the City of Gary, Indiana

**Miniatta E. Nelson, Secretary-Treasurer**



**PHA/IHA Board Resolution Approving  
Operating Budget or Calculation of  
Performance Funding System  
Rating Subsidy**

**Resolution 2020**

Public Reporting Burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Response Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3800 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0000), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Acting on behalf of the Board of Commissioners of the below-named Public Housing Agency (PHA)/Indian Housing Authority (IHA), as its Chairman, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

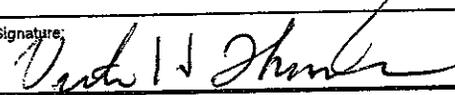
- Operating Budget Submitted on: 8/9/2007
- Operating Budget Revision Submitted on: \_\_\_\_\_
- Calculation of Performance Funding System Submitted on: \_\_\_\_\_
- Revised Calculation of Performance Funding System Submitted on: \_\_\_\_\_

I certify on behalf of the: (PHA/IHA Name) HOUSING AUTHORITY OF THE CITY OF GARY that:

1. All regulatory and statutory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditures are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The calculation of eligibility for Federal funding is in accordance with the provisions of the regulations;
6. All proposed rental charges and expenditures will be consistent with the provisions of law;
7. The PHA/IHA will comply with the wage rate requirements under 24 CFR 968.110(e) and (f) or 24 CFR 905.120(c) and (d);
8. The PHA/IHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i) or 24 CFR 905.120(g);
9. The PHA/IHA will comply with the requirements for the reexamination of family income and composition under 24 CFR 960.209, 990.115 and 905.315; and
10. The PHA/IHA will comply with the requirements for certification of Housing Manager and Assisted Housing Manager positions (24 CFR 967.304 and 967.305).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Board Chairman's Name (type)	Signature: 	Date: August 9, 2007
Victor H. Thornton		

**Certification for a Drug-Free Workplace**

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

Public Housing Agency / Indian Housing Authority

OMB No. 2577-0044 (exp. 10/31/92)

Public Reporting Burden for this collection of information is established to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2566-0044) Washington, D.C. 20503.

PHA/IHA Name:  <b>HOUSING AUTHORITY OF THE CITY OF GARY</b>	If Development or CIAP, enter the Federal Fiscal Year in which the funds are expected to be reserved:
Program/Activity Receiving Federal Grant Funding: (mark one) <input type="checkbox"/> Development <input type="checkbox"/> CIAP <input checked="" type="checkbox"/> Operating Subsidy <input type="checkbox"/> Sec. 23 Leased Housing	If Operating Subsidy or Section 23, enter the PHA's/IHA's Fiscal Year Ending date in which funds are expected to be obligated:  <b>3/31/2008</b>

Acting on behalf of the named PHA/IHA as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

1. I certify that the above named PHA/IHA will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the PHA's/IHA's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- b. Establishing a drug-free awareness program to inform employees about the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The PHA's/IHA's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee of the PHA/IHA be given a copy of the statement required by paragraph a.;
- d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment with the PHA/IHA, the employee will do the following:
  - (1) Notifying the HUD Field Office within ten days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction;
- e. Notifying the HUD Field Office within ten days after receiving notice under subparagraph d. (2) with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

2. Sites for Work Performance. The PHA/IHA shall list in the space provided below the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. (If more space is needed, attach additional page(s) the same size as this form. Identify each sheet with the PHA/IHA name and address and the program/activity receiving grant funding.)

**See Attached**

Signed by: (Name, Title & Signature of Authorized PHA/IHA Official)

Name & Title:

Victor H. Thornton, Chairperson

Signature & Date:

x *Victor H. Thornton* 8/9/7

**HOUSING AUTHORITY OF THE CITY OF GARY**  
**Drug-Free Workplace Attachment (HUD Form 50070)**  
**03/31/08**

<b>Development Name</b>	<b>Development Name</b>	<b>Address</b>
IN 011-001	Delaney Community	Harrison St.
IN 011-002	Ivanhoe Gardens	Eleventh Ave.
IN 011-003	Eliminated	
IN 011-004	Delaney West	Polk St.
IN 011-005	Dorie Miller	Alabama St.
IN 011-006	East Point	Iowa St.
IN 011-007	Elderly Hi-Rise	Pierce St.
IN 011-008	Concord Village #1	Hanley St.
IN 011-009	Colonial Village #1	Tennessee St.
IN 011-010	Colonial Village #2	Tennessee St.
IN 011-011	Carolyn B. Mosley	Jackson St.
IN 011-015	Concord Village #2	Hanley St.
IN 011-017	Scattered Sites	Fifth Ave.
IN 011-018	Gary Manor	Jefferson St.
IN 011-019	Concord Village #3	Burr St.
IN 011-020	Colonial Village #3	Tennessee St.
IN 011-022	Broadway Manor	Broadway
IN 011-023	Scattered Sites	Hamlin St.
IN 011-024	Al Thomas Hi-Rise	Eleventh Ave.
IN 011-025	Genesis Towers	Broadway
IN 011-027	Duneland Village	Broadway
IN 011-028	Horace Mann	Broadway

**certification for  
Contracts, Grants, Loans &  
Cooperative Agreements**

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

Public Housing Agency / Indian Housing Authority

PHA Name:  <b>HOUSING AUTHORITY OF THE CITY OF GARY</b>	If other than Operating Subsidy or Section 23, enter the Federal Fiscal Year in which the funds are expected to be reserved:	If Operating subsidy of Section 23, enter PHA's/IHA's Fiscal Year Ending date in which funds are expected to be obligated:  <b>3/31/2008</b>
	Program/Activity Receiving Federal Grant over \$ 100,000: (mark one)	
	<input checked="" type="checkbox"/> Operating Subsidy	<input type="checkbox"/> CGP
	<input type="checkbox"/> Development	<input type="checkbox"/> CIAP
	<input type="checkbox"/> Drug Elimination Grants	<input type="checkbox"/> MROP
	<input type="checkbox"/> Sec. 23 Leased Housing Adjustments	<input type="checkbox"/> Other: (describe)

Acting on behalf of the above named PHA/IHA as its Authorized Official, I make the following certifications to the Department of Housing and Urban Development (HUD):

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify under penalty of perjury that the foregoing is true and correct.

Authorized PHA/IHA Official: Name & Title:  
**Victor H. Thornton, Chairperson**

Signature & Date:

x *Victor H. Thornton* 8/15/07

form HUD-50071 (1/92)

ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3



**Operating Budget**

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

OMB Approval No. 2577-0026 (exp. 10/31)

The reporting burden for this collection of information is estimated to average 116 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D. C. 20410 - 3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0026), Washington, D. C. 20503. Do not send this completed to either of the above addressees.

Type of Submission <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.:		b. Fiscal Year Ending <b>3/31/2008</b>	c. No. of months (check one) <input checked="" type="checkbox"/> 12 Mo. <input type="checkbox"/> Other (specify)	d. Type of HUD assisted project(s) 01 <input checked="" type="checkbox"/> PHA/IHA-Owned Rental Housing 02 <input type="checkbox"/> IHA Owned Mutual Help Homeownership 03 <input type="checkbox"/> PHA/IHA Leased Rental Housing 04 <input type="checkbox"/> PHA/IHA Owned Turnkey III Homeownership 05 <input type="checkbox"/> PHA/IHA Leased Homeownership	
Name of Public Housing Agency / Indian Housing Authority (PHA/IHA) <b>HOUSING AUTHORITY OF THE CITY OF GARY</b>					
Address (city, State, zip code) <b>578 BROADWAY GARY, IN 46402</b>					
ACC Number <b>C968</b>		h. PAS/LOCCS Project No. <b>IN01100108M</b>		i. HUD Field Office <b>INDIANAPOLIS</b>	

la. of Dwelling Units <b>2,228</b>	k. No. of Unit Months Available <b>26,748</b>	m. No. of Projects <b>20</b>	
---------------------------------------	--	---------------------------------	--

e. Acct. No.	Description (1)	Actuals Last Fiscal Year 2007 PUM (2)	[ ] Estimate [X] or Actual FYE 2007 (3)	Requested Budget Estimates			
				PHA/IHA Estimates		HUD Modifications	
				PUM (4)	Amount (to nearest \$10) (5)	PUM (6)	Amount (to nearest \$10) (7)
<b>Homebuyers Monthly Payments For:</b>							
<input type="checkbox"/> 7710	Operating Expense						
<input type="checkbox"/> 7712	Earned Home Payments						
<input type="checkbox"/> 7714	Nonroutine Maintenance Reserve						
<input type="checkbox"/>	<b>Total Break-Even Amount (sum of lines 010, 020, and 030)</b>						
<input type="checkbox"/> 7716	Excess (or deficit) in Break-Even						
<input type="checkbox"/> 7790	Homebuyers Monthly Payments - Contra						
<b>Operating Receipts</b>							
<input type="checkbox"/> 3110	Dwelling Rental	108.03	2,889,530	112.16	3,000,000		
<input type="checkbox"/> 3120	Excess Utilities	2.94	78,666	5.79	154,966		
<input type="checkbox"/> 3190	Nondwelling Rental	1.50	40,080	1.18	31,680		
<input type="checkbox"/>	<b>Total Rental Income (sum of lines 070, 080, and 090)</b>	112.47	3,008,276	119.14	3,186,646		
<input type="checkbox"/> 3610	Interest on General Fund Investments	1.88	50,304	0.00	0		
<input type="checkbox"/> 3690	Other Income	2.94	78,632	3.18	85,000		
<input type="checkbox"/>	<b>Total Operating Income (sum of lines 100, 110, and 120)</b>	117.29	3,137,212	122.31	3,271,646		
<b>Operating Expenditures - Administration:</b>							
<input type="checkbox"/> 4110	Administrative Salaries	73.70	1,971,403	54.30	1,452,381		
<input type="checkbox"/> 4130	Legal Expense	8.43	225,564	2.80	75,000		
<input type="checkbox"/> 4140	Staff Training	3.68	98,460	0.00	0		
<input type="checkbox"/> 4150	Travel	0.91	24,376	0.00	0		
<input type="checkbox"/> 4170	Accounting Fees	2.48	66,227	2.24	60,000		
<input type="checkbox"/> 4171	Auditing Fees	1.14	30,400	5.61	150,000		
<input type="checkbox"/> 4190	Other Administrative Expenses	28.38	759,105	22.48	600,853		
<input type="checkbox"/>	<b>Total Administrative Expense (sum of line 140 thru line 200)</b>	118.72	3,175,535	87.42	2,338,234		
<b>Tenant Services:</b>							
<input type="checkbox"/> 4210	Salaries	12.90	345,087	10.11	270,300		
<input type="checkbox"/> 4220	Recreation, Pub. & Other Serv.   Due Councils <b>40,240 plus 30,405</b>	1.29	34,515	2.64	70,655		
<input type="checkbox"/> 4230	Contract Costs, Training and Other	0.39	10,312	0.40	10,798		
<input type="checkbox"/>	<b>Total Tenant Services Expense (sum of lines 220, 230, &amp; 240)</b>	14.58	389,914	13.15	351,753		
<b>Utilities:</b>							
<input type="checkbox"/> 4310	Water	13.37	357,541	34.66	827,182		
<input type="checkbox"/> 4320	Electricity	23.43	626,701	37.78	1,010,415		
<input type="checkbox"/> 4330	Gas	59.04	1,579,172	62.57	1,673,631		
<input type="checkbox"/> 4340	Fuel	0.04	1,030	0.09	2,472		
<input type="checkbox"/> 4350	Labor	0.00		0.00	0		
<input type="checkbox"/> 4390	Other utilities expense	23.08	617,400	2.02	53,982		
<input type="checkbox"/>	<b>Total Utilities Expense (sum of line 260 thru line 310)</b>	158.20	3,181,844	158.20	3,667,692		

HOUSING AUTHORITY OF THE ( CITY OF GARY HOUSING AUTHORITY

Line No.	Acct. No.	Description (1)	Actuals Last Fiscal Year 2007 PUM (2)	[ ] Estimate [ X ] or Actual Current Budget FYE 2007 PUM (3)	Requested Budget Estimates			
					PHA/IHA Estimates		HUD Modifications	
					PUM (4)	Amount (to nearest \$10) (5)	PUM (6)	Amount (to nearest \$10) (7)
<b>Ordinary Maintenance and Operation:</b>								
30	4410	Labor	82.11	\$ 2,196,192	66.12	\$ 1,768,475		
40	4420	Materials	13.42	\$ 358,914	13.46	\$ 360,000		
50	4430	Contract Costs	17.39	\$ 465,033	10.20	\$ 272,832		
30		<b>Total Ordinary Maintenance &amp; Operation Expense (lines 330 to 350)</b>	112.91	\$ 3,020,139	89.78	\$ 2,401,307		
<b>Protective Services:</b>								
70	4460	Labor	27.70	\$ 740,808	12.46	\$ 333,360		
80	4470	Materials	0.00	\$ -	0.00	\$ -		
90	4480	Contract Costs	1.06	\$ 28,455	0.00	\$ -		
00		<b>Total Protective Services Expense (sum of lines 370 to 390)</b>	28.76	\$ 769,263	12.46	\$ 333,360		
<b>General Expense:</b>								
10	4510	Insurance	29.51	\$ 789,359	30.22	\$ 808,413		
20	4520	Payments in Lieu of Taxes	0.00	\$ -	0.00	\$ -		
30	4530	Terminal Leave Payments (Compensated Absences)	1.10	\$ 29,302	6.12	\$ 163,602		
40	4540	Employee Benefit Contributions	76.79	\$ 2,053,918	71.34	\$ 1,908,235		
50	4570	Collection Losses	2.84	\$ 75,902	6.08	\$ 162,677		
60	4590	Other General Expenses	0.02	\$ 653	0.56	\$ 15,000		
70		<b>Total General Expense (sum of lines 410 to 460)</b>	110.26	\$ 2,949,134	114.32	\$ 3,057,927		
80		<b>Total Routine Expense (sum of lines 210, 250, 320, 360, 400, &amp; 470)</b>	504.18	\$ 13,485,829	454.25	\$ 12,150,273		
<b>Expense for Leased Dwellings:</b>								
90	4710	Rent to Owners of Leased Dwellings			0.00	\$ -		
00		<b>Total Operating Expense (sum of lines 480 and 490)</b>	504.18	\$ 13,485,829	454.25	\$ 12,150,273		
<b>Nonroutine Expenditures:</b>								
10	4610	Extraordinary Maintenance		\$ -	0.00	\$ -		
20	7520	Replacement of Nonexpendable Equipment		\$ -	0.00	\$ -		
30	7540	Property Betterments and Additions			0.00	\$ -		
40		<b>Total Nonroutine Expenditures (sum of lines 510, 520, and 530)</b>	0.00	\$ -	0.00	\$ -		
50		<b>Total Operating Expenditures (sum of lines 500 and 540)</b>	504.18	\$ 13,485,829	454.25	\$ 12,150,273		
<b>Prior Year Adjustments:</b>								
60	6010	Prior Year Adjustments Affecting Residual Receipts			0.00	\$ -		
<b>Other Expenditures:</b>								
70		Depreciation Expense	0.00		0.00	\$ -		
80		<b>Total Operating Expenditures, including prior year adjustments and other expenditures (line 550 plus or minus line 560 plus line 570)</b>	504.18	\$ 13,485,829	454.25	\$ 12,150,273		
90		Residual Receipts (or Deficit) before HUD Contributions and provision for operating reserves (line 130 minus line 580)	0.00	\$ (10,348,617)	(331.94)	\$ (8,878,627)		
			(386.89)					
<b>HUD Contributions:</b>								
00	8010	Basic Annual Contributions Earned - Leased Projects:Current Year			0.00	\$ -		
10	8011	Prior Year Adjustments - (Debit) Credit			0.00	\$ -		
20		<b>Total Basic Annual Contribution (line 600 plus or minus line 610)</b>			0.00	\$ -		
30	8020	Contributions Earned - Op. Sub. - Cur. Yr.(before year-end adj)	244.84	\$ 6,549,041	287.42	\$ 7,687,936		
40		Mandatory PFS Adjustments (net):			0.00	\$ -		
50		1406 CFP Transfer	114.58	\$ 3,064,707	44.52	\$ 1,190,691		
60		Section 8 Admin			0.00	\$ -		
70		Total Year-End Adjustments/Other (plus or minus lines 640 thru 660)	114.58	\$ 3,064,707	44.52	\$ 1,190,691		
80	8020	Total Operating Subsidy-curren (line 630 plus or minus line 670)	359.42	\$ 9,613,748	331.94	\$ 8,878,627		
90		<b>Total HUD Contributions (sum of lines 620 and 680)</b>	359.42	\$ 9,613,748	331.94	\$ 8,878,627		
		Residual Receipts (or Deficit) (sum of line 590 plus line 690)						
		Enter here and on line 810	(27.47)	\$ (734,869)	0.00	\$ (0)		

Name of PHA / IHA: **HOUSING AUTHORITY OF THE CITY OF GARY** Fiscal Year Ending: **3/31/2008**

		Operating Reserve	PHA/IHA Estimates	HUD Modifications
740	2821			

Part II - Provision for and Estimated or Actual Operating Reserve at Fiscal Year End				
780		Retained Earnings at End of Previous Fiscal Year - Actual for FYE (date: 3/31/2006)	559,598	
790		Excess Revenue over Expense - Current Budget Year (check one) <input type="checkbox"/> Estimated for FYE 3/31/2007 <input checked="" type="checkbox"/> Actual for FYE	(734,869)	
800		Retained Earnings at End of Current Budget Year (check one) <input checked="" type="checkbox"/> Estimated for FYE 3/31/2008 <input type="checkbox"/> Actual for FYE	(175,271)	
810		Excess Revenue over Expense for RE - Requested Budget Year Estimated for FYE Enter Amount from line 700	(0)	
820		Retained Earnings at End of Requested Budget Year Estimated for FYE (Sum of lines 800 and 810)	(0)	

**PHA / IHA Approval** Name: Victor H. Thornton  
 Title: Chairperson  
 Signature: *Victor H. Thornton* Date: \_\_\_\_\_

**Field Office Approval** Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Schedule of Nonroutine Expenditures**

Work Project Number	Description of Work Project (List Extraordinary Maintenance and Betterments and Additions separately)	Housing Project Number	Total Estimated Cost	Percent Complete Current Budget Year End	Requested Budget Year		Description of Equipment Items (List Replacements and Additions separately)	Requested Budget		
					Estimated Expenditure In Year	Percent Complete Year End		No. Of Items	Item Cost	Estimated Expenditure In Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	<b>EXTRAORDINARY MAINTENANCE</b>		0	100%	0	100%	<b>REPLACEMENTS</b> Various Tools			
	<b>BETTERMENTS &amp; ADDITIONS</b>		0		0	100%	<b>ADDITIONS</b>			0
	<b>Total</b>		0		0		<b>Total</b>			0

**Equipment Requirements**

**Extraordinary Maintenance and Betterments & Additions  
(Excluding Equipment Additions)**

**The Housing Authority of The City of Gary, IN**

Position Title and Name  
By Organizational Unit and Function

Locality  
**578 Broadway**

**Gary, IN 46402**

Name of Local Housing  
Page (1 of 2)

Fiscal Year End  
**March 31, 2008**

Position Title and Name By Organizational Unit and Function	Vacant	Present		Requested Budget Year			Allocation of Salaries by Program			Section 8 Programs 20%	Other Programs	Range/Method of Allocation
		Salary Rate	As of (date)	Salary Rate FYB 2008	No. Months	Amount	Management	CAPITAL FUND PROGRAM	OPERATIONS			
Executive Director	40.87	A-NT	\$ 85,000	\$ 85,000	12	\$ 85,000		\$ 68,000	\$ 17,000			
Secretary to Ex. Director	14.90	A-NT	31,000	31,000	12	31,000		31,000				
Maintenance Foreman	26.95	A-NT	56,050	56,050	3	39,805		38,805				
Director, Fin.	33.65	A-NT	65,000	65,000	12	66,350		66,350				
Foreman, Specialty Crews	23.76	A-NT	49,419	49,419	12	49,419		49,419				
Secretary to Finance/AVR Clerk	10.45	A-NT	21,736	21,736	12	21,736		21,736				
Staff Accountant	16.90	A-NT	35,150	35,150	12	35,150		35,150				
Senior Accountant Finance	23.75	A-NT	49,400	49,400	12	49,400		4,940	44,460			
Budget Analyst	21.92	A-NT	45,600	45,600	3	15,200		15,200				
CFP Grant Accountant	19.23	A-NT	40,000	40,000	12	40,000	36,000	4,000				
Internal Auditor	26.44	A-NT	55,000	55,000	12	55,000		55,000				
Fleet Repair Maintenance	15.34	A-NT	31,912	31,912	12	31,912		31,912				
Payroll Coordinator	15.53	A-NT	32,300	32,300	12	32,300		32,300				
Accts Payable Clerk	14.62	A-NT	30,400	30,400	12	30,400		30,400				
Temp. Fleet Gas Operator	7.13	A-NT	14,820	14,820	12	14,820		14,820				
Office Assistant/MIS	7.90	A-NT	15,808	15,808	3	2,300		2,300				
MIS/IT Coordinator	20.43	A-NT	42,500	42,500	12	42,500		42,500				
Network Specialist II	12.83	A-NT	26,686	26,686	12	26,686		26,686				
Deputy Director	36.46	A-NT	80,000	80,000	12	80,000	55,200	24,800				
Secretary of Operations	12.36	A-NT	25,699	25,699	12	25,699		25,699				
Contract & Purchasing Supv.	19.48	A-NT	40,521	40,521	12	40,521	20,261	20,260				
Buyer (H.R.) **	13.47	A-NT	25,000	25,000	12	15,000		15,000				
Warehouse Manager	19.27	A-NT	40,069	40,069	3	20,200		20,200				
Lead Work Order Clerk	13.33	A-NT	27,728	27,728	12	27,728		27,728				
Work Order Clerk	12.66	A-NT	26,327	26,327	3	20,500		20,500				
Work Order Clerk	9.89	A-NT	20,568	20,568	3	7,800		7,800				
Director of Housing Operations	26.44	A-NT	55,000	55,000	12	55,000		55,000				
Director, Human Resource	26.44	A-NT	55,000	55,000	12	55,000		55,000				
Assistant H. R.	24.04	A-NT	50,000	50,000	12	50,000		50,000				
Human Resource Secretary	12.79	A-NT	26,600	26,600	12	26,600		26,600				
Application Manager	18.82	A-NT	39,135	39,135	12	39,135		39,135				
Intake Clerk	14.42	A-NT	30,000	30,000	12	36,000		36,000				
Van Driver	5.94	A-NT	12,350	12,350	12	12,350		12,350				
Van Driver	11.76	A-NT	24,460	24,460	3	8,500		8,500				
Estimated payments also include Severance and Terminal Pay.												
<b>Total</b>	<b>32</b>		\$ 1,306,238	\$ 1,306,238		\$ 1,188,011	\$ 111,461	\$ 1,015,090	\$ 61,460			

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompanying herewith, is true and accurate warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3/29, 3802)

Executive Director or Designated Official  
Date  
**8/9/2007**  
ref Handbook 7475.1

**Operating Budget  
and Development**  
**Schedule of All Positions and Salaries**

Office of Public and Indian Housing

OMB Approval No. 2577-0026 Exp. (10/31/87)

Name of Local Housing Authority <b>Housing Authority of The City of Gary</b>	Locality <b>578 Broadway</b>	Position Title and Name By Organizational Unit and Function	Present		Requested Budget Year		Allocation of Salaries by Program					Fiscal Year End <b>March 31, 2008</b>	Date <b>8/8/2007</b>		
			Salary Rate As of (date)	8/1/2007	Salary Rate FTB 2008	No. Months	Estimated Payment Amount	Management	CAPITAL FUND PROGRAM	OPERATION	Section 8 Programs			Other Programs	Ingeiv/Method of Allocator
			(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)			(11)	(12)
(1)															
Service men III (11)	18.4518	11	M	\$ 38,380	\$ 38,380	132	\$ 422,177								
Overtime Last Year's Pro-Rate RPT			M	120,000	\$ 120,000	12	\$ 120,000								
Service men II (10)	17.136	10	M	35,643	\$ 35,643	132	\$ 356,429								
Service men I (10)	15.3	9	M	31,824	\$ 31,824	120	\$ 286,416								
Jan/Janitress (8 Persons)	13.6068	6	M	28,302	\$ 28,302	108	\$ 226,417								
Janitor	11.91	1	M	24,764	\$ 24,764	12	\$ 24,764								
Big Truck Driver/SP II	17.14	1	M	35,643	\$ 35,643	24	\$ 35,643								
Big Truck Driver/SP I	15.3	1	M	31,824	\$ 31,824	12	\$ 31,824								
Laborers (5)	10.61	5	M	22,065	\$ 22,065	15	\$ 40,000								
Service men IV (2)	19.77	2	M	41,117	\$ 41,117	24	\$ 82,234								
Caretaker (4)	17.136	4	M	35,643	\$ 35,643	48	\$ 142,572								
<b>Total Maintenance Labor</b>		<b>52</b>		<b>445,205</b>	<b>445,205</b>		<b>1,768,475</b>								
The five Laborers were laid off three months into the budget year.															
Estimated payments also include Severance and Terminal Pay.															
To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate													Executive Director or Designated Official		



**Operating Budget  
Schedule of All Positions and Salaries**

**and Urban Development  
Office of Public and Indian Housing**

OMB Approval No. 2577-0026 Exp. 10/31/97

Name of Local Housing Authority <b>The Housing Authority of The City of Gary, IN</b>	Locality <b>578 Broadway</b>	Present			Requested Budget Year			Allocation of Salaries by Program					Fiscal Year End <b>March 31, 2008</b>
		Position Title and Name By Organizational Unit and Function	Salary Rate As of (date) 8/1/2007	Salary Rate FYB 2008	No. Months	Estimated Payment Amount	Management	Capital Fund Program	OPERATION	Section 8 Programs	Other Programs	progw/method of Allocation	
-1	(1a)		-2	-3	-4	-5	-6	-7	-8	-9	-10	-11	-12
Office Assistant	6.50	1	A-NT	13,520	3	\$ 6,300							
Program Specialist	25.00	1	A-NT	52,000	12	52,000							
Case Mgr. Secretary	10.45	1	A-NT	21,744	3	27,000							
Construction Mgr.	21.63	1	A-NT	45,000	3	7,500							
Hope VI Coordinator	44.09	1	A-NT	91,700	3	32,200							
Hope VI Secretary	13.46	1	A-NT	28,000	3	10,300							
Case Manager	16.02	1	A-NT	33,330	3	19,500							
Learning Coach	11.76	3	A-NT	24,460	9	40,700							
Secretary Community Prog	19.31	1	A-NT	40,159	3	6,500							
Lead Case Manager	22.58	1	A-NT	47,169	3	29,500							
Case Manager	16.02	1	A-NT	33,330	3	19,000							
Teacher	33.25	1	A-NT	17,290	3	1,800							
Director Community Program	25.96	1	A-NT	54,000	3	18,000							
Total Page 2		15		\$ 501,702		\$ 270,300							
<p>The Community and Program Services Department was eliminated June 30, 2007.                      Estimated payments also include Severance and Terminal Pay.</p>													
<p>To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.                      Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)</p>													
<p>Please Note: Added to Payroll's Salaries are the two Vacant</p>													
<p>Executive Director or Designated Official                      Mimieta E. Nelson                      Date 8/9/2007                      Form HUD-52586 (3/85)                      ref Handbook 7475.1</p>													
<p>To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.                      Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)</p>													
<p>Executive Director or Designated Official                      Date 8/9/2007</p>													

HOUSING AUTHORITY OF THE CITY OF GARY

TITLE	Present Salary Rate 2007	Requested Budget Year			MGMT	Section 8	CFP	OPERATION	OTHER	METHOD OF ALLOCATION	
		Salary Rate 2008	Number of Months	Estimated Payment Amount						Est.	Time Spent
See Attached Schedule Total Admin Salary	1,934,021	1,612,714		1,625,302	61,460	111,461	1,452,381				
	437,291	501,702		270,300			270,300				
See Attached Schedule Total Protective Service	666,720	623,960		666,720		333,360	333,360				
	1,906,271	445,205		1,768,475			1,768,475				
See Attached Schedule Total Maintenance	4,944,303	3,183,580		4,330,797	61,460	444,821	3,824,516				
Total Salaries											
										Signature	Date
										Minnie E. Nelson, Executive Director	8/9/2007

Please see attached schedules:

# Operating Budget

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

## Schedule of Administration Expense Other Than Salary

OMB Approval No. 2577-0026 (exp. 10/31/97)

Public Reporting Burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0026), Washington D. C. 20503. Do not send this completed to either of the above addressees.

Name of Housing Authority:			Locality:			Fiscal Year End:	
HOUSING AUTHORITY OF THE CITY OF GARY			GARY, IN			31-Mar-08	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Description	Total	Management	Development	Section 8			Other
1	Legal Expense (see Special Note in Instructions) Estimated	75,000	75,000				
2	Training (list and provide justification)					-	
3	Travel						
	Trips to Conventions and Meetings (list and provide justification)					-	
4	Other Travel:						
	Outside Area of Jurisdiction					-	
5	Within Area of Jurisdiction	-					
6	Total Travel	-				-	
7	Accounting	60,000	60,000			-	
8	Auditing	150,000	150,000				
9	Sundry						
	Rental of Office Space						
10	Publications Estimated	900	900				
11	Membership Dues and Fees (list organization and amount)	4,500	4,500				
12	Telephone, Fax, Electronic Communications	150,612	150,612				
13	Collection Agent Fees and Court Costs	-					
14	Administrative Services Contracts (List and provide justification)	432,841	432,841			-	
15	Forms, Stationary and Office Supplies Estimated	12,000	12,000				
16	Other Sundry Expense (provide breakdown)	-	-			-	
17	Total Sundry	600,853	600,853			-	
18	Total Administration Expense Other Than Salaries	885,853	885,853			-	

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative & Date

x *Vicki D Johnson*

(3/95)

Line 14

10,472	Avaya & Avaya Fin.	
5,988	US Signal LLC	
45,429	Emphasys Computer	
30,000	Postage	
193,236	Mgmt. Fee	Horace Mann & Duneland Village
4,160	Criminal History	
6,315	Office Equipment Repair (Raymar)	
111,240	Copier Leases	Citicorp & Banc of American Leasing
3,000	HTVN	
4,188	NSI - Wireless	
13,413	Internet Service	
5,400	Answering Service	
<u>432,841</u>		

**Instructions for Preparation of Form HUD-52571**

Prepare this form to reflect detailed estimates of Administration Expense, other than salaries, and the distribution to all programs administered by the Housing Authority.

The identification boxes in the upper right hand corner are self-explanatory

1. **Legal Expense:** Enter in Column (2), Line 1 the estimated cost of legal service. Enter in Columns (3) through (6) the pro rata shares of amounts in Column (2) chargeable to programs administered by the Housing Authority.

**Special Note:** The amount entered on Form HUD-52564 should also include salaries of Staff Attorneys as shown on Form HUD-52566 and included on line for "Other" in the Summary of Staffing and Salary Data section of Form HUD-52573

2. **Training:** List and provide justification for all training.

**Travel Expense:** Justification must be provided for travel.

3. **Trips to Conventions and Meetings:** Under Justification/Breakdown, List each convention and meeting to be attended by commissioners and staff, with the location. Enter the number of persons expected to attend and show the aggregate number of travel days and the estimated total cost of each trip including subsistence allowance, cost of transportation, and reimbursable miscellaneous expenses. Enter the sum of the total costs of all trips in Column (2). Enter in Columns (3) through (6) the pro rata shares of amounts in Column (2) chargeable to programs administered by the Housing Authority.

4. **Other Travel: Outside Area of Jurisdiction:** Enter in Column (2), Line 4 the estimated cost for travel by commissioners and staff, including subsistence, transportation, and reimbursable miscellaneous expenses. Follow instructions 3 above for columns (3) through (6)

5. **Other Travel: Within Area of Jurisdiction:** Enter in Column (2), Line 5 the estimated cost for travel, including fixed monthly allowances for reimbursement on a mileage basis for use of privately owned automobiles; and reimbursement for authorized use of local public transportation. Follow instructions 3 above for columns (3) through (6).

6. **Total Travel:** Sum Lines 3, 4, and 5 for Columns (2) through (7) and enter total for each on Line 6 "Total Travel."

7, thru 16. **Accounting, Auditing and Sundry:** Enter the estimated total for all programs in Column (2) for each item of expense in Lines 7 through 16. In Columns (3) through (6) enter the pro rata share of amounts shown in Column (2) chargeable to all programs administered by the Housing Authority.

14. **Administrative Services Contracts:** List and provide justification for all contracts (excluding accounting contracts).

16. **All Other Sundry Expense:** List all items identified under this expense.

18. **Total Administration Expense Other Than Salaries:**

Add the amounts on the following lines:

Line 1	Legal Expense
Line 2	Training
Line 6	Total Travel
Line 7	Accounting
Line 8	Auditing
Line 17	Total Sundry

On Line 18 enter the appropriate totals in Columns (2) through (6). The amount shown in Column (3), lines 1, 2, 6, 7, 8, and 17, should be carried forward to Lines 150 through 200 of Form HUD-52564, Operating Budget.

**Operating Budget**

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

**Summary of Budget Data  
and Justifications**

OMB Approval No. 2577-0026 (exp. 10/31/97)

Public Reporting Burden for this collection of information is estimated to average 0.75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0026), Washington D. C. 20503. Do not send this completed form to either of the above addressees.

Name of Local Housing Authority:	Locality:	Fiscal Year End:
<b>HOUSING AUTHORITY OF THE CITY OF GARY</b>	<b>GARY, IN</b>	<b>MARCH 31, 2008</b>

**Operating Receipts**

**Dwelling Rental:** Explain basis for estimate. For HUD-aided low-rent housing, other than Section 23 Leased housing, state amount of latest available total HA monthly rent roll, the number of dwelling units available for occupancy and the number accepted for the same month end. Cite HA policy revisions and economic and other factors which may result in a greater or lesser average monthly rent roll during the Requested Budget Year. For Section 23 Leased Housing, state the number of units under lease, the PUM lease price, and whether or not the cost of utilities is included. If not included, explain method for payment at utility costs by HA and/or tenant.

Dwelling Rental Income 3,000,000

**Excess Utilities:** (Not for Section 23 Leased housing.) Check appropriate spaces in item 1, and explain "Other". Under item 2, explain basis for determining excess utility consumption. For example, Gas; individual check meters at OH-100-1, proration of excess over allowances at OH-100-2, etc. Cite effective date of present utility allowances. Explain anticipated changes in allowances or other factors which will cause a significant change in the total amount of excess utility charges during the Requested Budget Year.

1. Utility Services Surcharged: Gas [ ] Electricity [ ] Other [ ] (Specify) \_\_\_\_\_

2. Comments

154,966

**Excess utility is charged to tenants for heat, electric, gas and water**

We started charging Tenants excess utilities in December to current \$122,466.00 I am estimating the Months of June thru November to be less @6,500.00 for each Month = 32,500.00. Total Excess Utilities for 2007/2008 \$154,966

**Nondwelling Rent:** (Not for Section 23 Leased housing.) Complete item 1, specifying each space rented, to whom, and the rental terms. For example: Community Building Space - Nursery School - \$50 per month, etc. Cite changes anticipated during the Requested Budget Year affecting estimated Non-dwelling Rental Income.

1.	Space Rented	To Whom	Rental Terms
	RENTAL OF ROOF SPACE	T-MOBILE	\$ 31,680.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

2. Comments

**Interest of General Fund Investment** State the amount of present General Fund Investment and the percentage of the General Fund it represents. Explain circumstances such as increased or decreased operating reserves, dwelling rent, operating expenditures, etc., which will affect estimated average monthly total investments in the Requested Budget Year. Explain basis for distribution of interest income between housing programs.

Based on prior year exp. 52,159

**Other Comments On Estimates of Operating Receipts:** Give comments on all other significant sources of income which will present a clear understanding of the HA's prospective Operating Receipts situation during the Requested Budget Year. For Section 23 Leased housing explain basis for estimate of utility charges to tenants.

Maint Charges to Tenants	40,000
Late charges	45,000
	<u>85,000</u>

**Operating Expenditures**

**Summary of Staffing and Salary Data**

Complete the summary below on the basis of information shown on HUD-52566, Schedule of All Positions and Salaries, as follows:

- Column (1)** Enter the total number of positions designated with the corresponding account line symbol as shown in Column (1), form HUD-52566
- Column (2)** Enter the number of equivalent full-time positions allocable to HUD-aided housing in management. For example: AHA has three "A-NT" positions allocable to such housing at the rate of 80%, 70%, and 50% respectively. Thus, the equivalent full-time positions is two. (8/10 + 7/10 + 5/10).
- Column (3)** Enter the portion of total salary expense shown in Column (5) or Column (6), form HUD 52566, allocable to HUD-aided housing in management, other than Section 23 Leased housing.
- Column (4)** Enter the portion of total salary expense shown in Column (5) or Column (10), form HUD-52566, allocable to Section 23 Leased housing in management
- Column (5)** Enter the portion of total salary expense shown in Column (5), or Column (7), form HUD-52566, allocable to Modernization programs (Comprehensive Improvement Assistance Program or Comprehensive Grant Program).
- Column (6)** Enter the portion of total salary expense shown in Column (5) or Column (9), form HUD-52566, allocable to Section 8 Programs.

**Note:** The number of equivalent full time positions and the amount of salary expense for all positions designated "M" on form HUD-52566 must be equitably distributed to account lines **Ordinary Maintenance and Operation - Labor, Extraordinary Maintenance Work Projects, and Betterments and Additions Work Projects.**

Account Line	Total Number of Positions (1)	HUD-Aided Management Program				
		Equivalent Full-Time Positions (2)	Salary Expense			
			Management (3)	OPERATING (4)	CAPITAL FUND PROGRAM (5)	Section 8 Program (6)
Administration-Nontechnical Salaries	44	44		1,452,381	111,461	61,460
Protective Services	36	16		333,360	333,360	
Ordinary Maintenance and Operation-Labor	52	52		1,768,475		
Utilities-Labor						
Other (Specify) (Legal, etc.) - Tenant Services	15	15		270,300		
Extraordinary Maintenance Work Projects						
Betterments and Additions Work Projects						

- 1** Carry forward to the appropriate line on HUD-52564, the amount of salary expense shown in Column (3) on the corresponding line above. Carry forward to the appropriate line on HUD-52564 (Section 23 Leased Housing Budget), the amount of any salary expense shown in Column (4) on the corresponding line above.
- 2** The amount of salary expense distributed to Extraordinary Maintenance Work Projects and to Betterments and Additions Work Projects is to be included in the cost of each individual project to be performed by the HA Staff, as shown on form HUD-52567.

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Specify all proposed new positions and all present positions to be abolished in the Requested Budget Year. Cite prior HUD concurrences in proposed staffing changes or present justification for such changes. Cite prior HUD concurrences in proposed salary increases for Administrative Staff or give justification and pertinent comparability information. Cite effective date for current approved wage rates (form HUD-52158) and justify all deviations from these rates.

Please refer to HUD-52566

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**Travel, Publications, Membership Dues and Fees, Telephone and Telegraph, and Sundry:** In addition to "Justification for Travel to Conventions and Meetings" shown on form HUD-52571, give an explanation of substantial Requested Budget Year estimated increases over the PUM rate of expenditures for these accounts in the Current Budget Year. Explain basis for allocation of each element of these expenses.

See HUD 52571

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**Utilities:** Give an explanation of substantial Requested Budget Year estimated increases over the PUM rate of expenditures for each utility service in the Current Budget Year. Describe and state estimated cost of each element of "Other Utilities Expense."

See HUD 52722

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**Ordinary Maintenance & Operation-Materials:** Give an explanation of substantial Requested Budget Year estimated increases over the PUM rate of expenditures for materials in the Current Budget Year.

Based on cash flow estimates and estimation  
of costs to be incurred.

360,000

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**Ordinary Maintenance & Operation-Contract Costs:** List each ordinary maintenance and operation service contracted for and give the estimated cost for each. Cite and justify new contract services proposed for the Requested Budget Year. Explain substantial Requested Budget Year increases over the PUM rate of expenditure for Contract Services in the Current Budget Year. If LHA has contract for maintenance of elevator cabs, give contract cost per cab.

Security	60,000	ADT & A-1
Elevator	57,832	Long Elevator & Thyssenkrupp Elevator
Fleet Fuel	60,000	GPTC See P.O.
Pest Control	45,000	Pest Control Authority &
New Contracts	25,000	2007/2008
TCH	<u>25,000</u>	
	<u><u>272,832</u></u>	

**Insurance:** Give an explanation of substantial Requested Budget Year estimated increases in the PUM rate of expenditures for insurance over the Current Budget Year. Cite changes in coverage, premium rates, etc.

	LIPH	Section 8
Auto	68,268	-
Boiler/Machinery/Commercial	423,912	-
D&O	18,139	
Workers Comp	129,070	
Fidelity Bond	18,948	
Flood	17,344	-
General Liability	132,732	
	<u>808,413</u>	

**Employee Benefit Contributions:** List all Employee Benefit plans participated in. Give justification for all plans to be instituted in the Requested Budget Year for which prior HUD concurrence has not been given.

	OPERATING	Section 8	CFP/RFP
State Unemployment	170,023	2,704	21,156
FICA (@ 7.65% of payroll)	295,608	4,702	36,783
Union Dues	-	-	-
Life Associates (Union)	722,207	-	-
Life Associates (Non-Union)	197,211	6,287	57,301
Aetna US Health Care	497,986	3,710	34,368
Delta Dental	25,200	900	3,900
Totals	<u>1,908,235</u>	<u>18,303</u>	<u>153,507</u>

**Collection Losses:** State the number of tenants accounts receivable to be written off and the number and total amount of all accounts receivable for both present and vacated tenants as of the month in which the estimate was computed.

Estimation based on prior years' experience 167,825

**Extraordinary Maintenance, Replacement of Equipment, and Betterments and Addition** Cite prior HUD approval or give justification for each nonroutine work project included in the Requested Budget and for those for future years which make up the estimate on form HUD-52570. Justifying information incorporated on or attached to form HUD-52567 need not be repeated here.

See HUD 52567 form

**Contracts:** List all contracts, other than those listed on page 3 of this form under Ordinary Maintenance & Operation (OMO). Cite the name of the contractor, type of contract, cost of contract, and contract period. Justification must be provided for all contract services proposed for the Requested Budget Year (RBY). Explain substantial RBY increases over the PUM rate of expenditure for these contracts in the Current Budget Year.

N/A

**ATTACHMENT D**  
**Resident Advisory Board**  
**Members**

**ATTACHMENT D**

**RESIDENT ADVISORY BOARD MEMBERS**

<b>Name</b>	<b>Public Housing Representative</b>
<b>Verner Crawford</b>	<b>Al Thomas High Rise</b>
<b>Valerie Brown</b>	<b>Carolyn Mosby High Rise</b>
<b>Robert Comer</b>	<b>Genesis Towers Elderly Living</b>
<b>Squire Dixon</b>	<b>Glen Park High Rise</b>
<b>Vanessa Jefferies</b>	<b>Colonial Manor</b>
<b>Tonya Jefferson</b>	<b>Delaney</b>
<b>Twala Green</b>	<b>Ivanhoe Gardens</b>
<b>Carol Williams</b>	<b>Miller Heights</b>
<b>Regena Y. Gaines</b>	<b>Concord Village-Resident Commissioner</b>
<b>Rozetta Lane</b>	<b>HCV Section 8 Representative</b>
<b>Thelma Cornelieus</b>	<b>HCV Section 8 Representative</b>

**ATTACHMENT E**  
**Resident Board Member**

**ATTACHMENT E**

**RESIDENT BOARD MEMBER**

**Regena Gaines    January 2, 2007 – December 31, 2010**  
**Resident – Concord Village**

Appointed by Mayor Rudolph Clay on January 2, 2007 in accordance with Indiana Code 36-7-18-5.

**ATTACHMENT F**  
**Community Service**  
**Description of Implementation**

## ATTACHMENT F

### Community Service Policy

#### **Legislative Background:**

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt adult public housing residents (18 or older) contribute 8 hours per month of community service (volunteer work), or participate in 8 hours per month of economic self sufficiency activity, defined to include education, training, counseling, classes or some other activities that help an individual toward self-sufficiency and economic independence. A combination of community service and self-sufficiency program participation totaling 8 hours per month is allowed. (24 CFR 960.601) This requirement is also a part of the dwelling lease signed with all public housing residents of the Gary Housing Authority (Dwelling Lease- Community Service Requirements/Economic Self-Sufficiency Programs).

#### **Policy Statement:**

GHA requires public housing residents to verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by residents is not acceptable; third party verification must be provided by the entity with which the resident is performing the community service or training. The provisions of the policy are not intended to be punitive, but rather considered as rewarding activity that will assist residents in improving their own and their neighbors' economic and social well-being and give residents a greater stake in their communities. Under the provision of the law, noncompliance with the community service and self-sufficiency requirement is a lease violation and is grounds for non-renewal of the lease at the end of a 12-month lease term, but not for termination of tenancy during the course of the 12-month term. The non-renewal of the lease will result in the issuance of a 30-day lease termination notice. Upon the issuance of the notice, the GHA will move to evict the non-compliant household.

#### **Regulation Definitions:**

Community Service - volunteer service that includes, but is not limited to:

- Unpaid service at a local community institution such as a school, church, hospital, clinic, recreation center, senior center, service organization, homeless shelter, hospice, meals program, public nursing home, disability advocacy organization, adult day care center, or child care center;
- Unpaid service with youth or senior organizations, including Boy and Girl Scouts, Boys and Girls Clubs, Police Athletic League (PAL), Meals on Wheels;
- Unpaid service with a public park or recreation program, including youth sports programs;
- Unpaid service at GHA to help improve physical conditions including building clean-ups, neighborhood clean-ups, gardening, and non-paid time spent on caretaker duties;

- Unpaid service at GHA with children's programs or youth sporting events;
- Service at GHA to help with senior programs;
- Helping neighborhood groups, or community development corporations (CDCs) with special projects;
- Working with the local resident tenant council, or resident management corporations, or senior clubs to assist other residents;
- Assisting in a literacy, self esteem program, or before or after school youth program;
- Assisting in Alcoholics Anonymous, Narcotics Anonymous, etc.
- Other volunteer service with non-profits, for example, 501(C)(3) organizations, providing community service programs.
- Political activity is excluded. This would include, but is not limited to, voter registration, campaign worker, and poll worker assignments.

**Self-Sufficiency Activities - activities include, but are not limited to:**

Family Investment Center programs  
 Apprenticeships  
 Hope VI activities and planning programs  
 Household management, employment counseling, work placement programs required by the Department of Public Assistance  
 Resident Opportunity and Self-Sufficiency Programs (ROSS)  
 Job training programs  
 College or university  
 GED classes  
 Substance abuse or mental health counseling  
 English proficiency or literacy (reading) classes  
 Budgeting and credit counseling  
 Homeownership educational programs, or seminars

**Exempt Adult - an adult member of the family who**

- Is 62 years of age or older;
- Has a disability that prevents him/her from being gainfully employed (Defined under 21 6(i) 1 or 1614 of the Social Security Act (42 U.S.C. 416(i)1;1382c));
- Is the caretaker of a disabled person;
- Is working at least 20 hours per week;
- Is participating in a welfare to work program; or
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

Each exempt adult member of the household must sign a Community Service Exemption Certification at each annual recertification, or if they become an "exempt adult" at any time between recertifications.

### **Requirements of the Program:**

- The 8 hours per month may be either volunteer service, or self-sufficiency program activity, or a combination of the two.
- At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant consideration. The Property Manager, or their designee, will make the determination of whether to allow, or disallow a deviation from the schedule. These must be communicated to the management staff in writing and done prior to the deviation.
- Activities must be performed within the Marion County community. The community service activities cannot be outside the jurisdictional area of GHA.

### **Resident Obligations:**

At lease execution or recertification, all adult members (18 years, or older) must:

- Provide the certification form that they are exempt from the community service requirement if they qualify for an exemption, or
- Provide the certification form that they are in compliance with the community service requirement.

At each annual recertification, non-exempt family members must submit a completed certification form (available at each property management office) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed. If a family member is noncompliant at recertification, he/she and the Head of Household will sign an agreement with IHA to make up the deficient hours over the next 12-month period. The entire household may be allowed to enter such an agreement only once during the household's entire tenancy. In order to be eligible for this arrangement, the lease-holder's household must be in "good-standing" (3 criteria for good standing = within the last 12 months, there were no failed housekeeping inspections, rent was current, and no lease warnings issued.) If, during the 12-month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the property management office and provide documentation. If, during the 12-month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the property management office. The GHA, or its designee, will provide the person with the Certification form, and a list of agencies in the community that provide volunteer, and/or training opportunities.

### **Management Obligations:**

To the greatest extent possible and practicable, the GHA will:

- Provide names and contacts at agencies that can provide opportunities for residents to fulfill these Community Service obligations.
- Provide the family with: the Community Service Exemption Certification Form, Community Service Compliance Certification Form, Record and Certification of

Community Service and Self-Sufficiency Activities Form; and Caretaker Verification for Community Service Exemption Form, and a copy of this policy at the time of lease execution.

The Property Manager will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Grievance Procedure if they disagree with Property Manager's determination. (Section XIV of the Admission and Continued Operating Policy).

### **Enforcement for Non-compliance:**

If there is noncompliance by a family member, the responsibility for enforcement will be with the Property Manager. At the annual recertification, the resident and household members will provide the Property Manager with the certification forms regarding community service. The Property Manager will review the exempt, or non-exempt status and compliance of family members. If GHA determines a family to be non-compliant, a notice of noncompliance is issued. If the family member is eligible and wishes to comply, the Property Manager will enter into an agreement with the non-compliant member to make up the deficient hours over the next twelve (12) month period. The resident, or household member, is allowed to enter into this agreement only once during the household's entire tenancy. If, at the next annual recertification, or during the interim time, the family member still is not compliant with the agreement, the lease will not be renewed and the entire family would be issued a 30-day lease termination notice by the Property Manager. A non-compliant member may agree to move out of the unit, and a new lease be signed with the family, amending its composition accordingly. The family may use the Grievance Procedure to appeal the lease termination or qualifications for exemptions, after attending an informal meeting with the Property Manager, or designee.

### **Reporting Requirements to HUD**

The GHA must include information and compliance with the community service/economic self-sufficiency program with the submission of the Agency Plan to HUD (24 CFR 903.7). In addition, the reporting on each public housing resident's status is included in the submission of HUD form 50058. The status is completed during the annual recertification process. Current status listings on the HUD form 50058 Section 3q-Meeting the community service requirement includes:

Yes  No  Pending  Exception  n/a

**ATTACHMENT G**  
**Pet Policy**

## ATTACHMENT G

### GARY HOUSING AUTHORITY PET POLICY

- (a) **Ownership Conditions.** A resident of a dwelling unit may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the Gary Housing Authority, if the resident maintains each pet:
- (1) Responsibility:
  - (2) In accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations; and
  - (3) In accordance with the policies established in the Gary Housing Authority's Annual Plan for the agency.
- (b) **Reasonable Requirements.** Reasonable requirements may include but are not limited to:
- (1) Requiring payment of a non-refundable nominal fee to cover the reasonable operating costs to the development relating to the presence of pets, a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered, or both;
  - (2) Limitations on the number of animals in a unit, based on unit size;
  - (3) Prohibitions on types of animals that the Gary Housing Authority classifications are consistent with applicable State and local law, and prohibitions on individual animals, based on certain factors, including the size and weight of animals;
  - (4) Restrictions or prohibitions based on size and type of building or project, or other relevant conditions;
  - (5) Registration of the pet with the Gary Housing Authority developments Management Office, and
  - (6) Requiring pet owners to have their pets spayed or neutered.
- (c) **Restriction.** The Gary Housing Authority may not require pet owners to have any pet's vocal chords removed.

- (d) **Pet Deposit.** A Public Housing Authority that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits or, if State or local law has no requirements regarding pet deposits or, if State or local law has no requirements regarding pet deposits, for rental security deposits, if applicable. The Gary Housing Authority shall comply with such applicable law. In the State of Indiana (Gary) pet deposits will be placed in the rental security deposit accounts.
- (e) **PHA Plan.** Annual Plans are required to contain information regarding the Gary Housing Authority's pet policies.

**PET POLICY  
SERVICE ANIMALS  
(ANIMALS THAT ASSIST, SUPPORT OR PROVIDE  
SERVICE TO PERSONS WITH DISABILITIES)**

The above does not apply to animals that assist, support or provide service to persons with disabilities. The Gary Housing Authority may not apply or enforce any policies established above against animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities. This exclusion applies to such animals that reside in public housing, and such animals that visit these developments.

## PET AGREEMENT

Section VIII (r) of the Lease Agreement signed by \_\_\_\_\_  
Hereinafter refer to a Tenant states, that Tenant will not keep any pet on the premises  
located at \_\_\_\_\_.

\_\_\_\_\_ HEREINAFTER REFERRED TO

### Apartment Community

AS Lessor (The Gary Housing Authority of The City of Gary), will agree to waive the prohibition pertaining to pets, providing the Tenant agrees to comply with the following provisions:

A per deposit of \$50.00 (in addition to the normal security deposit of \$\_\_\_\_\_) will be paid in **ADVANCE** of the pet taking occupancy of the unit and a Pet Agreement signed by Tenant and Lessor. **THIS DEPOSIT IS NON-REFUNDABLE.**

The Tenant agrees to comply with all of the following Rules and Regulations pertaining to the pet.

1. One pet per apartment
2. No dogs over 30 pounds (No Rottweilers, Pit Bulls or Dobermans)
3. Provide The Gary Housing Authority with up to date shot records (every year) and any License required by the City of Gary
4. Clean up any soil or mess created by pet immediately
5. Do not allow pet to create excessive noise, become a nuisance, or annoy other occupants of the building, community, or surrounding neighborhood
6. Do not chain pets to fence, stairwells, support beams, door knobs, etc.
7. Remove pet immediately if pet is vicious or does not allow management/maintenance access to unit as required for repairs, inspections, etc.

Tenant agrees to indemnify and hold The Gary Housing Authority harmless from any and all public liability and/or property damage arising directly or indirectly from the keeping of said pet.

Permission to keep pet on premises may be revoked at any time management sees fit if Tenant fails to comply with any of these Rules and Regulations. If this privilege is revoked, Tenant agrees to remove pet within seventy-two (72) hours of receipt of written notice to do so from the Gary Housing Authority.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management

\_\_\_\_\_  
Date

**ATTACHMENT H**  
**Description of**  
**Homeownership Programs**

# **ATTACHMENT H**

## **HOPE VI HOMEOWNERSHIP PROGRAM**

The Gary Housing Authority wishes to foster homeownership among its present public housing and Section 8 program participants as well as other income eligible households who may apply for either program. In furtherance of this goal, the Authority will implement programs that provide opportunities for homeownership as the circumstances allow.

### **Scattered Site Homeownership Program**

#### **To Be Provided by Section 8 or Housing Operations**

### **HOPE VI Lease-To-Purchase Homeownership Program**

Pursuant to the Duneland Village HOPE VI grant awarded to the Gary Housing Authority, the Authority submitted to HUD a proposed Lease-to-Purchase Homeownership Plan (The Plan). By letter dated November 21, 2002 this plan was approved by HUD and became effective on December 3, 2002 upon execution by both HUD and the Gary Housing Authority. This Plan is hereby incorporated in its entirety (and included as an exhibit), but important ACOP issues are detailed below.

#### **15.1 General Terms of the HOPE VI Lease-To-Purchase Program**

Except as enumerated below or in the approved Lease-To-Purchase Homeownership Plan, all terms and conditions of this Governing Admission and Continued Occupancy of Low Rent Public Housing Statement apply to the HOPE VI Lease-To-Purchase Program.

#### **15.2 Participant Selection**

Pursuant to the Approved HOPE VI Lease-To-Purchase Plan, there will be a separately maintained Site Based Waiting list for participants in this Program. This waiting list will be maintained by the department responsible for the program in coordination with the Applications Department. (At this time said department is the HOPE VI office.) Interested applicant can apply at either the office during regular business hours or by response to outreach efforts that are conducted. The following guidelines apply:

- i. Eligibility
  - a. Pursuant to the preferences listed below, prospective HOPE VI Lease-To-Purchase program participants will be present participants in the public housing and Section 8 program.
  - b. As such they must be income eligible for their respective programs.
  - c. Further they must be in good standing in their program, that is, current in their rent payments and in compliance with the terms of their lease.
  - d. They must be desirous of and prepared to assume the obligations of homeownership.

- e. They must be willing to undergo the counseling detailed and required in the Homeownership Plan.
  - f. They must be willing to comply with the terms of the Lease-To-Purchase Homeownership Program lease and assume many everyday maintenance chores.
  - g. Further they must have the reasonable expectation of earning \$25,000 per year at time of purchase (one to three years after occupancy) and therefore, must be employed or in a program that will result in their employment within the specified period. [This last requirement may be modified if the Authority institutes a Section 8 Homeownership in which these applicants can participate.]
  - h. Normal occupancy rules apply in determining allocation of houses of different bedroom sizes, although as this is a homeownership program, reasonable under-occupancy will be permitted.
- ii. Preferences
- Participants in the HOPE VI Lease-To-Purchase Program will be offered in the following order to qualified participants:
1. Residents of Duneland as of the time of the HOPE VI application.
  2. Other public housing residents
  3. Section 8 participants in the FSS Program

Should there be applicants with equal eligibility and preference status, selection will be by date and time of the application.

### **15.3 General Terms**

In general, program participants of the HOPE VI Lease-To-Purchase Program during the period of tenancy must comply with regular public housing rules. However, the terms contained in the Approved HOPE VI Lease-To-Purchase Homeownership Lease spell out additional responsibilities relative to the process of preparing for homeownership.

i. Rules of Occupancy

Program participants are expected to progress to homeownership as quickly as possible.

- 1) Participants in the HOPE VI Lease-To-Purchase Homeownership Program are expected to comply with all the terms of their lease and general public housing rules. This includes but is not limited to timely rent payment, maintaining the premises as described in the lease, respecting the quiet enjoyment of neighbors, complying with program requirements (income verification, inspection, etc.)
- 2) Participants are required to prepare themselves for homeownership within the one to three year period specified in the Plan and the lease. This includes successfully completed the various training courses identified in the Plan, assuming most of the cleaning and maintenance chores, working with the GHA designated counselor to navigate the home purchase process, etc.

## **15.4 Termination**

Participants are subject to termination from the program and eviction from their unit for the following causes:

i. Violation of Lease

Participants are subject to eviction and termination for violating basic provisions of the lease such as rent payment, providing required information, respecting the quiet enjoyment of neighbors, etc.

ii. Failing to Comply with Homeownership Program Requirements

1. Participants who either state or make clear by their actions (failure to work with homeownership counselor, take required training course, interest in a different unit, will not meet income requirements, will not be able to provide down payment, etc.) that they are no longer pursuing or capable of pursuing ownership of the specific unit in which they are residing shall be relocated from the unit, and may be subject to termination from the program.
2. Participants who do not complete the purchase of the homeownership unit in which they reside shall be relocated from the unit, and may be subject to termination from the program.

### **HOPE VI Public Housing Residents**

The Duneland Village HOPE VI mixed-income, mixed finance rental complex is governed by a Management Plan that was adopted by the Gary Housing Authority and Duneland Village LLC, the owners of the complex, and submitted to HUD as part of the evidentiaries for approval. The said Management Plan incorporates substantially all the terms of the Agency's Admission and Continued Occupancy Policies. However, by the terms of the Management Plan, for the public housing residents at the Duneland HOPE VI site, the Management Plan is the governing document and takes precedence in cases where the terms differ.

### **Tenant Selection**

Pursuant to the Management Plan adopted by the Authority after negotiation with the site owner and approved by HUD, residents of Duneland at the time the HOPE VI application was submitted have priority during initial lease-up. These residents will have a ninety-day period to exercise this right. The ninety-day period will begin at least forty-five (45) days prior to general marketing by the owner and its managing agent. After this ninety-day period, the owner and its managing agent will maintain a site-based waiting list for the public housing units, and tenant selection will be based on the terms of the Management Plan.

## **Housing Choice Voucher Program Homeownership Program Capacity**

The Gary Housing Authority (GHA) will administer a Section 8 Homeownership Program pursuant to Federal guidelines established October 12, 2000 by the U. S. Department of Housing and Urban Development. GHA will use criteria set forth in 24 CFR 982.625 and its Housing Choice Voucher Program (HCVP) Administrative Plan. Our goal is to give GHA clients the opportunity to realize the American dream of becoming Homeowners and eventually removing themselves from all governmental assistance.

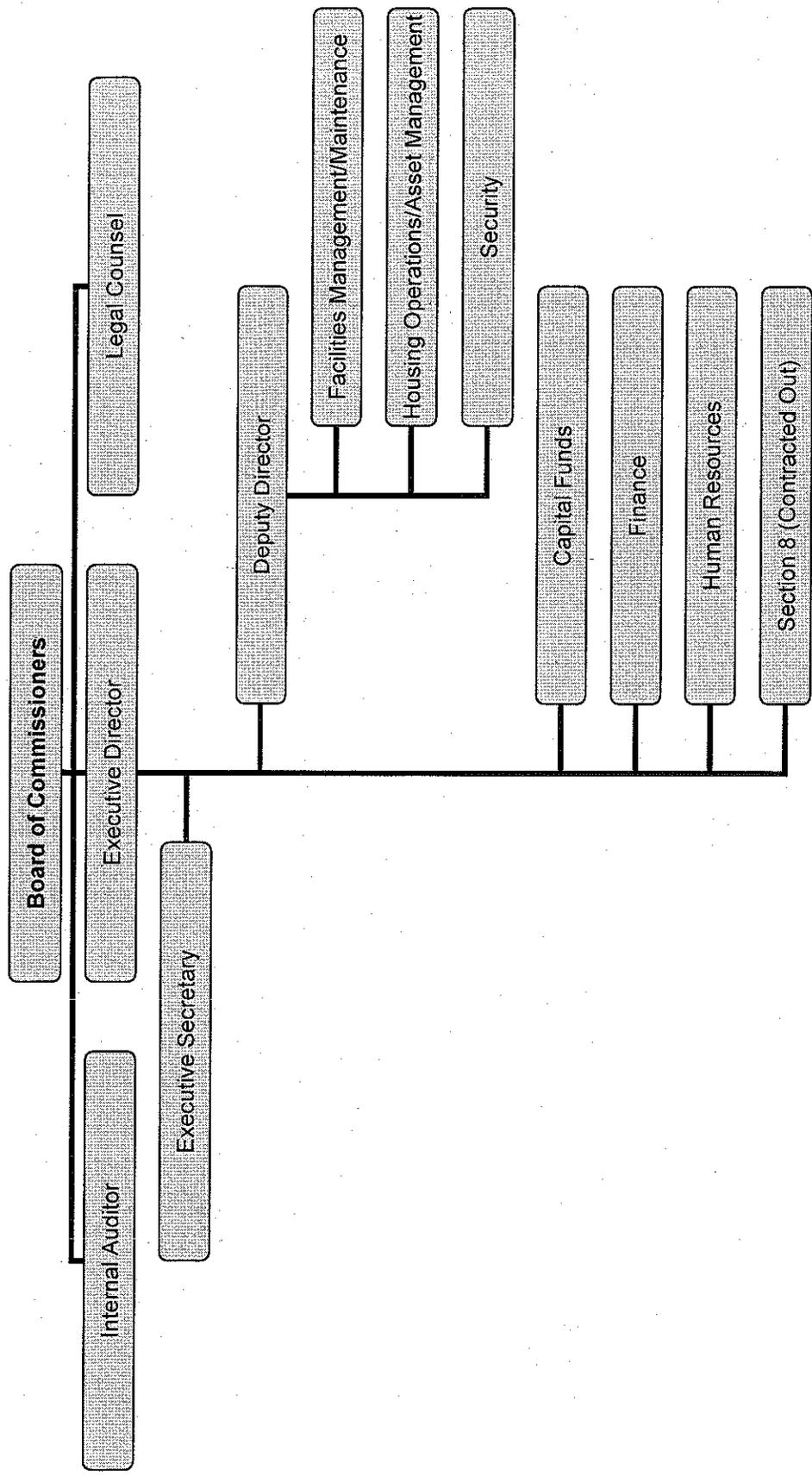
GHA's Housing Choice Voucher program was recently removed from a trouble status and is now classified as Standard performers. However, the program is still recovering and has set the goal of becoming High performers in this next fiscal year. The HCVP Homeownership Program size will initially begin with 1-25 waiting list applicants and/or voucher participants. In order for the program to be successful, the Family Self-Sufficiency (FSS) Program must be rebuilt and relationships with the real estate, mortgage and banking community must be established. This is a huge undertaking for GHA at this time and requires a staff person dedicated to both programs only. Because of funding limitations, tasks will be performed by the Acting Manager until a FSS and Homeownership Coordinated is identified and related funding can be secured.

GHA will partner with an agency (to be determined) to provide homeownership counseling. The counseling will include individual courses on budgeting, credit repair, home maintenance, housing searches, purchase offers, financing, and other related aspects of homeownership. In addition, GHA will try to link families participating in the program with newly constructed affordable homeownership units at its HOPE VI sites.

The Housing Choice Voucher Program is currently managed by CVR Management Inc. Both the acting director and acting assistant director have extensive experience with the HCVP Homeownership program and other affordable homeownership programs.

**ATTACHMENT I**  
**PHA Management**  
**Organizational Chart**

# Gary Housing Authority Organizational Chart



**ATTACHMENT J**  
**FY 2008 Capital Fund Program -**  
**5 Year Action Plan**











PRESIDENT'S COUNCIL AND RESIDENT ADVISORY BOARD MEETING  
Monday, November 5, 2007

PRESENT: Valerie Brown, Carolyn Mosby, 650 Jackson Street  
Robert Comer, Genesis Towers, 578 Broadway  
Verner Crawford, Al Thomas, 100 W. 11<sup>th</sup> Avenue  
Squire Dixon, Glen Park, 3280 Pierce Street  
Regena Gaines, Concord Village (Resident Commissioner)  
Vanessa Jeffries, Colonial Manor

Alfreda Peterson, Executive Director  
Willie Hollingsworth, Deputy Director  
Robert Wilkes, HUD Board Advisor  
Janice Stewart, Housing Choice Voucher Program (Section 8)

Mrs. Stewart made a presentation regarding the HCV program. She touched on the following subjects:

- Self Sufficiency Program
- Waiting List – Priority Seniors
- Homeownership Program

The following are comments made by council presidents:

Valerie Brown, President, Carolyn Mosby High Rise

- Independent Living, people should be able to take care of themselves. Some cannot and hide from the visiting nurses.
- Security not present on Saturday and Sunday
- The need for pull chains in units
- The need for Security, especially at the first of the month
- The alley behind the building was paved
- Back door of facility repaired at the bottom
- Caretaker, Nelson King is never there. He missed all of the HUD inspections
- Managers not checking behind caretaker

Squire J. Dixon, President, Glen Park High Rise

- Custodian not doing his job
- Security there during the day. Didn't show up until 7:00 on Sunday
- Gate works in the rear of building
- Front and back doors not working properly
- Intercom not working
- Windows being caulked
- Tenants being intimidated
- Requested another apartment

Vanessa Jeffries, President, Colonial Manor (884-4818 Community Center)

- On 10-12-2007 the picture window was broken at the office (may need to replace with Plexi-glass)
- Enlarge the office
- Telephone not working
- Managers do not communicate with the resident councils
- Air conditioner works
- Sidewalks torn up from the storm (City problem)

Verner Crawford, President, Al Thomas High Rise

- Intercom not working
- Security not present for midnight shift
- Good Caretaker
- Security lets tenants park motorized scooters in front (Security has favorites)
- Pull cords not in convenient spots
- Where is the resident council monies of \$15.00

Robert Comer, President, Genesis Towers High Rise

- Back To God program (discontinued)
- Needs copy of Audit
- Security sleeps
- No financial report from GHA
- Computers needed. Commissioner Gaines has taken three computers
- Electrical outlets for computer room needed
- \$690,000 camera to be put in all high rises
- Ignores senior requests
- Lease Violations
  - Roaches
  - Unlawful violation occupancy
  - Visitors not signing book
  - Manager going into mailboxes

PRESIDENT'S COUNCIL AND RESIDENT ADVISORY BOARD MEEETING  
Tuesday, November 13, 2007

PRESENT: Squire Dixon, Glen Park High-Rise  
Robert Comer, Genesis Tower  
Verner Crawford, Al Thomas High-rise  
Regina Gaines, Concord Village (Resident Commissioner)  
Carol Williams, Miller Heights  
Denise Stewart, Duneland Village  
Vanessa Jeffries, Colonial Manor

Alfreda Peterson, Executive Director  
Willie Hollingsworth, Deputy Director  
Robert Wilkes, HUD Board Advisor  
Janice Stewart, Housing Choice Voucher Program

The following are comments made by council presidents:

Squire Dixon, Glen Park High-rise

- Security
- Door repairs in progress
- Keys need to be issued
- Cameras being installed
- Pull cords (lines installed)
- Ms. Short did a good job as manager of Glen Park High-rise
- Housing trying to do things
- Move intercom system to other side of building

Carol Williams, Miller Heights

- Mold problems in the units
- Remodeling on outside
- Requesting new cabinets in kitchen(s)
- Need computer, desk, chairs, and tables
- Letter stating on how money can be spent
- Furnace needs to be cleaned

Robert Comer, Genesis Towers

- Why are cameras being installed?
- Requesting minutes for vote on cameras
- Fireman doing very good job on fire watch
- Keep fire watch crew here
- Security is not doing their jobs

- Security ran by Officer Hightower \*(Security is ran by Wardell Hampton)
- Manager not involved with residents
- Need money from HUD
- Requesting computers
- Resident entered another apartment illegally
- Ms. White shredded GHA papers

Verner Crawford, Al Thomas High-rise

- Unit money requested
- Security must put alarm on back door
- Parking lot door/gate has no security from 8-4
- Good caretaker at site
- Residents afraid to come down
- Pull cords needed in bedrooms
- Need tile
- Rodents in apartments
- Alarms not loud enough, need batteries
- Cable wires torn out often
- Need computers

Denise Stewart, Duneland Village

- Security needed
- There are lighting problems
- Door locks
- Parking for residents being taken

Vanessa Jeffries, Colonial Manor

- Break-ins
- Office picture window
- Three trees still down
- (Need) Weed & Seed program
- Refund for security doors
  - Have receipts
  - Ms. Gaines provided bars
  - Telephone off
- No backdoor steps

Regina Gaines, Concord Village

- No Security

The following are comments made by residents:

Rosetta Lane, Section 8

- Questions about Annual Plan
  - Self-sufficient Plan

Thelma Cornelia, Section 8

- Self-sufficient Program - can you train people (youth) towards leading a successful life
- Requesting trainers to come in and show them how to open a business

**The Housing Authority of the  
City of Gary, Indiana**

**Housing Choice Voucher  
Administrative Plan**

**December 2007**

**Housing Authority of the City of Gary, Indiana**  
**Housing Choice Voucher Program Administrative Plan**

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# SECTION 1

## STATEMENT OF POLICIES AND OBJECTIVES

### **General**

The Housing Choice Voucher Program (HCVP) formerly known as Section 8, was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Housing Choice Voucher Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Housing Choice Voucher rental assistance programs are federally funded and administered for Gary, Indiana by the Housing Authority of Gary, Indiana.

Administration of the HCV Program and the functions and responsibilities of the Housing Authority (GHA) staff shall be in compliance with GHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) HCVP Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

### **Jurisdiction**

The jurisdiction of the Gary Housing Authority is the legal boundaries of the Lake County, Indiana.

### **Housing Authority Mission Statement**

The Gary Housing Authority's Mission is to be the premier affordable housing agency of the city of Gary; providing affordable housing opportunities in a manner that promotes individual and family self-sufficiency while maintaining the highest standards of integrity, productivity and compliance with established federal and local guidelines and policies.

Program Goals [24 CFR 982.1]

GHA has the following goals for the program:

- To expand the supply of assisted housing and apply for any additional vouchers as they become available.
- Improve the quality of assisted housing and attain and maintain a Section 8 Management Assessment score of 90%.
- Increase assisted housing choices by providing mobility counseling to 100% of new families entering the tenant based Section 8 Program.
- Promote self-sufficiency and asset development of assisted households by increasing the number of active participants in the Section 8 Family Self-sufficiency Program and graduate 2% of FSS participants annually.

### **Purpose Of The Plan [24 CFR 982.54]**

The purpose of the Administrative Plan is to establish policies for carrying out Section 8 Housing Assistance Programs in a manner consistent with HUD requirements and local goals and objectives contained in GHA's Agency Plan.

GHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead Based Paint
- 24 CFR Part 100: Non-discrimination, Handicap
- 24 CFR Part 982: Section 8 Tenant-Based Assistance
- 24 CFR Part 985: SEMAP

### **Rules And Regulations [24 CFR 982.52]**

This Administrative Plan is set forth to define GHA's local policies for operation of the housing programs in the context of Federal laws and regulations. Such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law, governs all issues related to Section 8 not addressed in this document.

### **Nondiscrimination and Accessibility [24 CFR 982.54(d)(6)]**

It is the policy of the Gary Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

GHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, GHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act.

Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request.

The Gary Housing Authority shall not:

- a) Deny any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs;
- b) Provide housing which is different from that provided others;
- c) Subject a person to segregation or disparate treatment;
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- e) Treat a person differently in determining eligibility or other requirements for admission;
- f) Deny a person access to the same level of services.

### **Addressing Barriers to Equal Housing Opportunities**

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

In accordance with Section 504 and the Fair Housing amendments Act of 1988, the Gary Housing Authority will make reasonable accommodations to permit people with disabilities to take full advantage of the Section 8 housing programs.

### **Office, Facility, and Program Accessibility**

GHA will make every effort to assure that its offices; facilities and programs are accessible to persons with a full range of disabilities. If offices, facilities and programs are not accessible, alternate arrangements will be made, subject to the undue financial and administrative burden test.

Documents and presentations intended for use by applicants and participants will be made available in formats accessible for those with vision or hearing impairments. At the point of initial contact, the Gary Housing Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials (24 CFR § 8.6).

Staff will be trained to provide examples, verbally and in written format, of complicated concepts such as eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance to enable applicants with learning or cognitive disabilities to understand as much as possible. (24 CFR 8.6).

At a minimum the Gary Housing Authority will prepare the following information in clearly written and accessible formats:

- a) Marketing and informational materials
- b) Information about the application process
- c) The application form
- d) All form letters and notices to applicants and participants
- e) General statement about reasonable accommodation
- f) Briefing materials for applicants
- g) All information related to applicant's rights

### **Providing Information to Applicants with Limited Comprehension**

Applicants and participants with limited written comprehension will be assisted by GHA staff. Applicants and residents who desire to be assisted by person(s) other than GHA staff are welcomed to do so, however, the Gary Housing Authority is not required to pay this or any costs associated with this assistance.

### **Reasonable Accommodations (24CFR 100.202)**

Reasonable accommodations shall include assistance for persons with disabilities in locating appropriate accessible units, referrals to other community agencies that provide such assistance, and intervention with property owners to negotiate permission to make reasonable modifications in accordance with all provisions of the law.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before GHA will treat a person differently than anyone else. GHA's practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on forms and letters.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual; a record of such impairment; or being regarded as having such an impairment.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, GHA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

### **Undue Burden**

If GHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of GHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on GHA.

GHA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

### **Translation Of Documents**

The Housing Authority has bilingual staff to assist non-English speaking families in the Spanish language and translates documents into Spanish upon request.

In determining whether it is feasible to provide translation of documents written in English into other languages, the PHA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
- Availability of bi-lingual staff to provide translation for non-English speaking families.

### **Privacy Rights [24 CFR 982.551 and 24CFR5.212]**

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD and/or GHA will release family information. GHA will not release other information except as otherwise specifically identified in this Administrative Plan.

All applicant and participant files will be stored in a secure location, which is only accessible by authorized staff. PHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

### **Family Outreach**

GHA will publicize the opening of the Section 8 Program waiting list in a newspaper of general circulation, minority media, and by other suitable means when there are insufficient applicants to maintain full program utilization.

To reach persons, who cannot read the newspapers, GHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of community service agencies serving the populations most likely to need housing assistance.

### **Owner Outreach (24 CFR 982.54(d)(5))**

The Gary Housing Authority will develop, implement and update an ongoing marketing campaign designed to consistently attract new property owners to the Section 8 Housing Assistance Program. Components of this program include but are not limited to the following activities:

- Establish and maintain a strong relationship with the Gary Real Estate community, participating in local real estate associations and related networking functions.
- Create and update an inventory of all multi-family apartment complexes in the City of Gary, Indiana and communicate regularly with the corresponding management agents.
- Preparation and issuance of a landlord newsletter on a quarterly basis for existing program landlords and for attracting new program landlords.
- Conduct annual seminars for property owners to inform them of the program and its benefits.
- Create and update program materials designed to attract new landlords particularly in areas of low poverty.
- Periodic advertising of programs in print and electronic media throughout the Gary metropolitan area.
- Courtesy inspections to assist landlords in making a determination of the work which may be needed to place a unit on the program.

GHA will maintain lists of available housing units submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low-income households. Interested owners must submit a property information form to the designated staff that will perform a minimum of a "drive-by" inspection prior to placement on the available unit listing. The unit list will be provided to all applicants in their briefing packet and to program participants upon request.

GHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside the PHA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration

## SECTION 2 ELIGIBILITY FOR ADMISSION

### **General [24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]**

This Chapter defines both HUD and GHA's criteria for admission and denial of admission to the program. The policy of GHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply for housing assistance. GHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the GHA pertaining to their eligibility.

### **Eligibility Factors (24CFR 982.201(b))**

GHA will accept applications only from families whose head or spouse is at least 18 years of age or an emancipated minor under the laws of the State of Indiana.

To be eligible for participation in the Section 8 Housing Assistance Program, an applicant must meet the following criteria established by HUD:

- An applicant must be a "family"
- An applicant must be within the applicable Income Limits
- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and at least one member of the applicant family must be either a U.S. citizen or have eligible immigration status.

### **Local Preferences**

All applicants shall be provided the opportunity to claim a local preference at the time of initial application or at any time while on the waiting list. It is the policy of the Gary Housing Authority to grant Housing Choice Voucher Waiting List Preference to persons who live and/or work, elderly or disabled within the program's operating jurisdiction. All applicants claiming this preference will be given priority over those not claiming the preference, in lottery order.

### **Placement on Waiting List**

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors identified above. However, eligibility factors will not be verified before the family is placed on the waiting list. Placement on the waiting list will be based solely on the household's certification.

Reasons for denial of placement on the waiting list or denial of admission are addressed in the "Denial or Termination of Assistance" further in this Administrative Plan. These reasons for denial constitute additional admission criteria.

### **Family Composition [24 CFR 982.201 (c)]**

The applicant must qualify as a family as follows:

One or more persons sharing residency, whose income and resources are available to meet the family's needs who may not be related by blood, marriage or operation of law, but who will give evidence of a stable relationship which has existed a minimum of one year. Evidence of a stable family relationship may include, but is not limited to, any of the following: birth certificates of the children, joint tax return, prior lease (held jointly or one adult listed as "head" but other adult was included on the lease), joint bank accounts, insurance policies, prior joint credit history, or similar documentation. Evidence used to verify stable relationship would be documented in the family file.

1. A single person family may be: an elderly person; a displaced person; a disabled person; or any other single person.
2. A remaining household member who is a member of an assisted household whose original head/spouse is no longer living in the rental unit. Such remaining household members must have been listed on the most recent HUD 50058 and lease, must be of legal age and must be able to carry out the terms of the lease and family obligations. A live-in aid is not a remaining family member. (A household member for whom a subsidy was not paid because the household member did not have eligible citizenship status will not be considered a remaining household member).

### **Children in Foster Care**

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

### **Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

### **Co-Head**

The co-head of the household is any adult individual designated by the household, who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

### **Live-in Attendants**

A Family may include a live-in aide provided that such live-in aide:

- Is determined by GHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

The following distinct provisions apply to a live-in aide:

- Income of the live-in aide will not be counted for purposes of determining eligibility or amount of housing assistance.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides are not considered as a remaining member of the participant family and are therefore not entitled to any continued housing assistance if the household member they were aiding no longer participates in the program.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member as described above. Verification must include the hours the care will be provided.

At any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

### **Split Households Prior to Voucher Issuance**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, GHA will determine the family unit that retains the children as the applicant family. If there are no children, GHA will require the applicants to jointly agree to the continued applicant or solicit a court decision.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide appropriate documentation, they will be denied continued placement on the waiting list for failure to supply information requested by the PHA.

### **Multi-generational Families**

Families applying for assistance, which consist of two or more generations living together, (such as a mother, and a daughter with her own children), will be treated as a single family unit and will be entitled to only one housing voucher for assistance.

### **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. Legal documentation must be provided for families who claim joint custody or temporary guardianship.

### **Income Limitations [24 CFR 982.201(b), 982.353]**

The following income restriction provisions apply to applicants for admission to the Section 8 Housing Assistance Programs:

- An applicant must be a very low-income family, which is defined as a family whose annual income does not exceed 50% of the area median income.
- Applicants in excess of the very low-income limits but within the low income limits (80% of the area median income) will only be admitted based on the following criteria:
  - A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance.
  - A low-income family displaced by rental rehabilitation activity under 24CFR part 511.
  - A low-income non-purchasing family residing in a project subject to homeownership program under 24CFR 248.173.
  - A low-income or moderate-income family that is displaced as a result of a prepayment of a mortgage or voluntary termination of mortgage insurance contracts under 24 CFR 248.165.
  - A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.
- To determine if the family is income-eligible, GHA will compare the Annual Income of the family to the applicable income limit for the family's size.

- Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.
- Families using portability must be within GHA's applicable income limits at the time of initial lease up in GHA's jurisdiction.
- 75% of all newly admitted applicants must fall within 30% of the area median income.

### **Mandatory Social Security Numbers [24 CFR 5.216, 5.218]**

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

### **Citizenship/Eligible Immigration Status [24 CFR Part 5, Subpart E]**

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. The status of each member of the family is considered individually before the family's status is defined as follows:

- **Mixed Families** - A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Assistance to such applicant families will be prorated and applicants will be notified accordingly.
- **All members Ineligible** - Applicant families that include no eligible members are not eligible for assistance. Such families will be denied admission.
- **Non-citizen students**- Defined by HUD in the non-citizen regulations and not eligible for assistance.

Applicants are entitled to a hearing for denial of placement on the waiting list or denial of assistance if such denial is based on the immigration status criteria described above.

### **Other Criteria For Admissions [24 CFR 982.552(b)]**

GHA will apply the following additional criteria for admission to the program. Violation of any of the following will result in denial of admission.

- The family must not have violated any family obligation during a previous participation in the Section 8 program for 3 years prior to final eligibility determination.
- No family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the last three years prior to final eligibility determination for the first offence.
- The family must pay any outstanding debt owed to GHA or another PHA in connection with Section 8 or public housing assistance under the 1937 Act within 15 working days of HA notice to repay.
- No member of the family may have engaged in drug related or violent criminal activity for three years prior to final eligibility determination.
  - To determine whether this has occurred, the HA will check criminal history for all adults in the household to determine whether any member of the family has been arrested and/or convicted of violent or drug-related criminal activity within three years prior to final eligibility determination.
- No family member may have been evicted from public housing for any reason during the last three years prior to final eligibility determination.
- No family member may have engaged in or threatened abusive or violent behavior toward HA personnel for three years prior to final eligibility determination.

Persons evicted from other federally assisted housing because of an arrest and/or conviction for drug-related criminal activity are ineligible for admission to Section 8 programs for a three year period beginning on the date of such eviction. After the three-year period, the person must certify they are no longer engaging in a drug-related criminal activity and demonstrate successful completion of a rehabilitation program approved by GHA.

The applicant may not misrepresent the information on which eligibility or tenant rent is established. In addition to denial of admission, GHA will refer the family file/record to the proper authorities for appropriate disposition.

### **Tenant Screening [24 CFR 982.307]**

GHA will not screen the applicant household for family behavior or suitability of tenancy. At or before GHA's approval of the tenancy, GHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as:[24 CFR 982.307(a)(3)]

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

GHA will advise and assist families if they feel that the screening criteria applied by an owner violates any basic Fair Housing Rights of the family. GHA will make referrals to the local Fair Housing Agency and/or the appropriate HUD office.

#### **Changes In Eligibility Prior To Effective Date Of The Contract**

Admission to the Section 8 Program occurs at the time that an initial Housing Assistance Payments contract is executed with an owner for an eligible unit. Prior to that time, a family is considered an applicant. After execution of the HAP contract, a family is considered a participant. Therefore, changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility.

#### **Ineligible Families**

Families who are determined to be ineligible will be notified in writing of the reason for this determination and given an opportunity to request an informal review (or an informal hearing if they were denied due to non-citizen status) as discussed further in this Administrative Plan.

## SECTION 3 APPLYING FOR ADMISSION

### **General [24 CFR 982.204]**

The policy of GHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but GHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be pulled from the waiting list in accordance with this Plan.

### **Acceptance of Applications [24 CFR 982.206, 982.54(d)(1)]**

The Gary Housing Authority (GHA) will accept lottery entry applications to establish a waiting list for the Section 8 Housing Choice Voucher Program at periodic intervals as determined based on need to assure that an adequate pool of applicants is available to maintain full program utilization.

When it is determined that a lottery is necessary, a display ad will be placed in a newspaper of general circulation a minimum of 10 days prior to commencement of acceptance of lottery entry applications. GHA will also distribute and post notices to social service agencies, churches, and other public places throughout the City of Gary.

The complete lottery entry rules and the lottery entry application form will be subsequently printed in a newspaper of general circulation on an announced date. Lottery entry applications will also be available at the GHA Website; and, at other various locations identified throughout the City.

Lottery entry applications must be mailed to a United States Post Office box, which will be identified on the lottery entry application form. The Housing Authority or any other organization or individual will not accept applications.

A computerized lottery will be held after the published submission deadline date. Date and time of application are not relevant as long as entry forms are postmarked by the stated deadline. Each household may only submit one lottery entry form. Duplicates will not be entered into the lottery.

Due to the current funding of the Housing Choice Voucher Program, as outlined by PIH 2004-7, the GHA will give preference to working families with a history of employment, in order to close the deficit between funding received from HUD for HAP payment and actual HAP payment made to the landlords. GHA will select families based on the following:

- Group A-Households who meet the preference requirements
- Group B-All other households

The U.S. Post Office will provide a Certificate of Mailing for an additional 75 cents. In the event that an application is not received, the only acceptable proof of mailing will be the Certificate of Mailing. While not required, GHA will strongly recommend that applicants request a Certificate of

## Mailing.

A designated Section 8 telephone hotline will provide information regarding how to file a lottery entry form, the location of forms and other pertinent information for the lottery process.

Lottery entry applications will only be accepted during a designated period. A notification will be sent to all applications received within 30 days of confirming receipt. If an entry application is incomplete, not readable or the income exceeds the applicable limits, applicants will be notified by mail within 30 days and be provided with an opportunity to respond within 10 days from the date of the notice.

When all lottery entry forms are entered into the computer and the time frame for all deficient applications has expired, the computerized lottery will be held. A number will be assigned to all final lottery entries. Applicants will be notified by mail of their lottery number. Entry into the lottery will place applicants on the voucher waiting list but does not assure participation in the Section 8 Housing Choice Voucher Program. A formal application will be required and an eligibility determination will take place once lottery numbers are pulled from the list.

### **Applicant Status While On Waiting List [CFR 982.204]**

If an applicant is determined to be ineligible based on the information provided in the lottery entry application, GHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review.

Applicants are required to inform GHA in writing of changes in address. Applicants are also required to respond to requests from GHA to update information on their application and to determine their continued interest in assistance.

### **Time Of Selection [24 CFR 982.204]**

As vouchers are available, families will be selected from the waiting list strictly in numerical sequence, regardless of family size, subject to income targeting requirements.

Once the program reaches full utilization, GHA will establish a group of applicants that will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verifications and vouchers will be issued to applicants who have completed the verification process first.

### **Requirement to Attend Interview**

GHA will require the applicant household to attend an interview once they have been pulled from the waiting list. GHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs, which may be available.

All adult family members are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of state or for members for whom attendance would be a hardship unless such members are the head or co-head of the household.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than ten (10) days from the original appointment date. The request must be made to the staff person who scheduled the appointment. Failure to do so will result in rejection of the application.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review.

All adult members must sign the HUD Form 9886, Release of Information; the application form; the declarations and consents related to citizenship/immigration status; and any other documents required by GHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to sign any consent forms will be cause for denial of the application for failure to provide necessary certifications and release as required by the PHA.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given ten (10) days to supply the information. If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance.

#### **Verification [24 CFR 982.201(e)]**

Information provided by the applicant will be verified, using the verification procedures found further in this Plan. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 120 days old at the time of issuance of the Voucher.

#### **Final Determination And Notification Of Eligibility [24 CFR 982.201]**

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the PHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

## SECTION 4 MANAGING THE WAITING LIST

### **General [24 CFR Part 5, subpart D; 982.54 (d)(1); 982.205, 982.206]**

It is GHA's objective to ensure that families are selected from the waiting list for admissions in accordance with the policies in this Administrative Plan. By maintaining an accurate waiting list, GHA will ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

### **Waiting List [24 CFR 982.204]**

GHA will maintain three waiting lists for the Section 8 Programs as follows:

1. Housing Choice Vouchers and Moderate Rehabilitation
2. Section 8 Project Based Assistance
3. Section 8 Homeownership

Applicants will be selected from the PHA waiting lists in accordance with policies and income targeting requirements defined in this Administrative Plan. Applicants may apply for one or more programs in accordance with the criteria defined for each program.

GHA will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

- Applicant name, address and other contact information;
- Family unit size (number of bedrooms family qualifies for under PHA subsidy standards);
- Annual household income; and,
- Racial or ethnic designation of the head of household.
- Other admission criteria needed to determine eligibility for special programs.

### **Special Admissions [24 CFR 982.54(d)(e), 982.203]**

Certain vouchers were received as the result of a special funding for targeted groups of households. GHA will admit these families under a Special Admission procedure. Special admissions families will be admitted outside of the regular waiting list process and they are not required to be on the program waiting list. GHA will maintain separate records of these admissions.

The following are examples of types of program funding that are designated as special admissions:

- Vouchers received for demolition or disposition of a public housing project;
- Vouchers received for multifamily rental housing projects when HUD sells, forecloses or demolishes the project;
- Vouchers received for "opt-out" of FHA insured multi-family projects;

- Project-based Section 8 HAP contracts at or near the end of the HAP contract term that convert to tenant based vouchers;

### **Targeted Funding (24 CFR 982.203)**

Special programs have been developed under the Housing Choice Voucher Program to service certain family types or certain family situations. Most of these programs require that GHA partner with a service agency in the community that provides supportive service to the particular family type. When HUD grants funding under these programs, families who meet the qualifications of the program and are referred through the partner agency will be placed on the regular waiting list with a designated code for each special program type. These families will then be selected in order from the waiting list.

GHA will continue to receive referrals from partner agencies until all designated vouchers have been utilized. Upon 100% utilization, GHA will request that the partner agencies suspend additional referrals until such time that any of the original designated vouchers are turned over and again become available for issuance to applicants. At that time, GHA will contact the appropriate partner agency and advise them of the availability of the targeted voucher and a referral will be accepted accordingly.

### **Income Targeting**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year GHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for “extremely low income households” who are defined as families whose income does not exceed 30 percent of the area median income.

Income targeting does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act or to assistance to low income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

### **Removal From Waiting List And Purging [24 CFR 982.204(c)]**

The waiting list will be purged periodically to ensure that it remains current and accurate. A notice of continued interest will be mailed to all applicants requesting a response within 10 days. In addition, GHA will place an ad in newspapers of general circulation and notify service agencies of the purge project when it is underway to assure that all pending applicants are aware of the need to respond appropriately.

If an applicant fails to respond to a mailing, the applicant will be sent written notification and given fifteen (15) business days to contact the PHA. If they fail to respond within fifteen (15) business days, they will be removed from the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

## SECTION 5 SUBSIDY STANDARDS

### **General [24 CFR 982.54(d)(9)]**

HUD guidelines require that GHA establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards, which will be used to determine the voucher size to be issued to families when they are selected from the waiting list, as well as the procedures when a family composition changes, or a family selects a unit size that is different from the size of the voucher.

### **Determining Voucher Size [24 CFR 982.402]**

The subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines. The standards in this section relate to the number of bedrooms on which subsidy will be paid, not the family's actual living arrangements. The following basic principles will prevail when applying subsidy standards:

- No determination will be made regarding who shares a bedroom or sleeping room, but there must be at least one person per bedroom;
- One bedroom will be generally be assigned for each two members of the family;
- Consideration will be given to factors such as family characteristics including sex, age, or relationship, medical reasons and the presence of a live-in aide.
- Adults of different generations, persons of the opposite sex (other than significant other persons), and unrelated adults will be allocated a separate bedroom.
- Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
- Live-in attendants will be provided a separate bedroom but no additional bedrooms will be provided for the attendant's family members.
- Space will be provided for a child who is away at school but who lives with the family during school recesses.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- A single pregnant woman with no other family members will be treated as a two-person family.

- Single person families shall be allocated one bedroom.
- If the family selects a smaller unit than the size allocated on the voucher, the voucher size will be adjusted to reflect the actual size of the unit the family selected.
- If the family selected a larger unit than the size allocated on the voucher, the voucher size will not be adjusted and will remain the same as long as the family composition remains the same.

**Guidelines for Issuance of Vouchers**

The voucher size issued will generally be based on the following guidelines taking into consideration the subsidy standards described above.

Voucher Size	Minimum Number of Household Members	Maximum Number of Household Members
0	1	1
1	1	3
2	2	6
3	3	8
4	6	10
5	8	12
6	10	14

**Exceptions To Subsidy Standards [24 CFR 982.403(a),(b)]**

GHA shall consider request for exceptions from the subsidy standards if the family makes such request in writing within 10 days from the date the voucher was issued and provides sufficient justification based on health or disability of family members, or other individual circumstances that may warrant an exception to the standards. A doctor or medical professional must verify requests based on health related reasons.

**Changes in Voucher Size**

The voucher size is determined prior to the briefing by comparing the family composition to the GHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the subsidy standards, the above referenced guidelines will apply.

If GHA errs in the bedroom size designation, the family will be issued a new voucher of the appropriate size for the full period allocated for new program admissions. If the family makes a request for an exception to the payment standards and such request is granted, the family shall be issued a new voucher for the time remaining under the initial issuance period.

All members of the family residing in the unit must be approved by GHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within thirty (30) days from the date of the action. Changes in voucher size will be applied if necessary based on the above referenced guidelines at the anniversary date of the current lease agreement.

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the PHA will issue a new voucher of the appropriate size at the anniversary date of the current lease agreement and assist the family in locating a suitable unit.

**Unit Size Selected [24 CFR 982.402(c)**

The family may select a different size dwelling unit than that listed on the Voucher but the following criteria shall apply:

- **Subsidy Limitation:** The family unit size as determined under the subsidy standards for a family assisted in the voucher program is based on the adopted payment standards. The payment standard for a family shall be the *lower of*:
  - The payment standard amount for the family unit size; or
  - The payment standard amount for the unit size rented by the family.
  
- **Utility Allowance:** The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.
  
- **Housing Quality Standards:** The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

Housing Quality Standards	
Maximum Occupancy in Units Selected	
Unit Size	Maximum Occupants
0	2
1	4
2	6
3	8
4	10
5	12
6	14

## SECTION 6 TOTAL TENANT PAYMENT

### **General [24 CFR Part 5, Subparts E and F; 982.153, 982.551]**

GHA will use the methods set forth in this Administrative Plan to verify and determine that family income at admission and at annual re-certification is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. GHA's policies in this Chapter address those areas, which allow GHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

### **Income And Allowances [24 CFR 5.609]**

The following definitions shall be applied when calculating total tenant payment, tenant rent and housing assistance payments:

- **Income:** Includes all monetary amounts, which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted.
- **Annual Income:** Defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.
- **Adjusted Income:** Defined as the Annual income minus any HUD allowable expenses and deductions.
- **Allowable deductions:**
  - ✓ Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
  - ✓ Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.

- ✓ Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.
- ✓ Child Care Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment. Cannot exceed the amount of earned income and must be reasonable based on comparative costs in the community.
- ✓ Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

**Disallowance of Earned Income from Rent Determinations for Persons with Disabilities (24CFR 5.671; 982.201 (b) (3)).**

The annual income for qualified disabled families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A disabled family qualified for the earned income exclusion is a disabled family that is receiving tenant-based rental assistance under the Housing Choice Voucher Program; and

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

Exclusions of Income shall be calculated as follows:

- **Initial Twelve-Month Exclusion** - During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.
- **Second Twelve-Month Exclusion and Phase-in** - During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the PHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.
- **Maximum Four Year Disallowance** - The earned income disallowance is limited to a lifetime 48-month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion). No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

- **Applicability to Child Care and Disability Assistance Expense Deductions** - The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for disabled families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.
- **Tracking System** - GHA will maintain a tracking system to ensure correct application of the earned income disallowance.

### **Minimum Rent [24 CFR 5.616]**

Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied. The established minimum rent for all vouchers holders is \$50.00.

A family may request an exception to the minimum rent based on financial hardship, which is defined as follows:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local financial assistance;
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including: loss of employment; death in the family; and, other circumstances as determined by the PHA or HUD.

GHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. This notification will be included in the change of rent notice issued by GHA at each re-certification of income. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income or minimum rent.

Requests for minimum rent exception must be made in writing within 10 days from the date of notification of rent and must include documentation as proof of financial hardship. GHA will use its standard verification procedures to verify circumstances, which have resulted in financial hardship.

### **Suspension of Minimum Rent**

GHA will grant the minimum rent exception to all families who request it, effective the first of the following month. The minimum rent will be suspended until the PHA determines whether the hardship is: covered by statute; temporary or long term.

"Suspension" means that the PHA must not use the minimum rent calculation until the PHA GHA made this decision. During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If GHA determines that the minimum rent is not covered by statute, GHA will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary and long term are defined as follows:

- **Temporary Hardship** - If GHA determines that the hardship is temporary; a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.
- **Long-Term Duration Hardships [24 CFR 5.616(c)(3)]** - If it is determined that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

#### **Definition Of Temporarily/Permanently Absent [24 CFR 982.54(d)(10), 982.551]**

It is the responsibility of the head of household to report changes in family composition. GHA will evaluate absences from the unit using this policy.

GHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, GHA will count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

- **Temporarily Absent:** Defined as away from the unit for more than 30 days.
- **Permanently Absent:** Defined as away from the unit for 180 consecutive days except as otherwise provided in this Chapter.
- **Medical Absence:** Defined as any family member that leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center. GHA will seek advice from a reliable medical source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the "Absence of Entire Family" policy.

- **Absence Due to Full-time Student Status:** A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.
  
- **Absence Due to Incarceration:** If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for three (3) consecutive months. The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity. Appropriate action regarding assistance will be taken in accordance with the provisions in this plan.
  
- **Absence of Children Due to Placement in Foster Care:** If the family includes a child or children temporarily absent from the home due to placement in foster care, GHA will determine from the appropriate agency when the child/children will be returned to the home. If the time period is to be greater than six (6) months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the subsidy standards.
  
- **Absence of Entire Family:** Defined as situations when the family is absent from the unit, but has not moved out of the unit. "Absence" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, GHA may write letters to the family at the unit, telephone the family at the unit, interview neighbors, verify if utilities are in service, and check with the post office. Families are required both to notify GHA before they move out of a unit and to give GHA information about any family absence from the unit.
  - Families must notify GHA at least 30 days before moving out of the unit or no less than 15 days after leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.
  
  - If it is determined that the family is absent from the unit, GHA will continue assistance payments for the period of time estimated that the family will be absent but not more than six months provided that the family gave proper notice to GHA. If the family did not provide proper notice, than assistance will be terminated at the end of the month following 30 days after notification of absence.
  
  - In cases where the family has moved out of the unit, GHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.
  
- **Caretaker for Children:** Defined as a person placed in an assisted unit by an appropriate certified service agency that is acting as the legal guardian for children on the lease agreement. The following criteria will apply to these situations.

- If an appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, GHA will treat that adult as a visitor for the first 120 days.
  - If by the end of 120 days, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.
  - If the appropriate agency cannot confirm the guardianship status of the caretaker, GHA will transfer the voucher to the caretaker on a temporary basis with the condition that the caretaker must release the voucher if the original parent(s) are awarded custody at a later date.
- **Absence Due to Court Order:** If a member of the household is subject to a court order that restricts him/her from the home for more than three (3) months, the person will be considered permanently absent.

### Visitors

Any adult not included on the HUD 50058 who has been in the unit more than fourteen (14) consecutive days without GHA approval, or a total of fourteen (14) days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Statements from neighbors and/or the landlord will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. GHA may request lease agreements, utility bills or other such documentation identifying an address other than the assisted unit as the permanent residence of the individual in question. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 120 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 51 days per year, the minor will be considered to be an eligible visitor and not a family member.

### Reporting Changes in Family Composition

Reporting changes in household composition is a basic family obligation under the voucher agreement between GHA and the assisted family. The family obligations require approval to add any other family member as an occupant of the unit and to inform GHA of the birth, adoption or court-awarded custody of a child within 15 days of move-in.

The family must request prior approval from GHA of additional household members in writing. In addition, the family must comply with the terms of their lease agreement with the owner which may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody. An interim reexamination will be conducted for any additions to the household.

If the family does not obtain prior written approval, any person the family has permitted to move in will be considered an unauthorized household member.

### **Averaging Income**

When Annual Income cannot be anticipated for a full twelve months, GHA will average known sources of income that vary to compute an annual income. Therefore, an interim re-certification will not be completed when circumstances change.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

### **Minimum Income**

There is no minimum income requirement for participation in the Section 8 Program. However, families who report zero income will be required to complete a written survival statement on a quarterly basis. Regular contributions and gifts will be considered as income, including payment of utilities or any other bills by any other individual or organization.

If the family's expenses exceed their known income, GHA will make inquiry of the head of household as to the nature of the family's accessible resources and will use all available resources to determine if the family has unreported income.

### **Income Of Person Permanently Confined To Nursing Home [24 CFR 982.54(d)(10)]**

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

- The income of the family member confined will be included and corresponding out of pocket medical expenses will be deducted; or,
- The income of the family member confined will not be included and corresponding out of pocket medical expenses will not be deducted.

### **Regular Contributions and Gifts (24CFR 5.609)**

Regular contributions and gifts to the household are counted as income for calculation of the Total Tenant Payment and Tenant Rent. Any contribution or gift received every three months or more frequently will be considered regular unless such amount is less than \$100 on an annual basis. This includes utility and rent payments made on behalf of the family by an outside source and any other cash or non-cash contributions.

### **Alimony And Child Support [24 CFR 5.609]**

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, GHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of such is provided as follows:

- Verification from the agency responsible for enforcement or collection;
- Documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or collection action filed through an attorney;

### **Lump-Sum Receipts [24 CFR 5.609]**

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Deferred periodic payments, which have accumulated due to a dispute, are also counted as income.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, GHA will use a calculation method, which calculates retroactively or prospectively, depending on the circumstances.

- **Prospective Calculation Methodology:** If the payment is reported on a timely basis, (as required under interim reporting requirements) the calculation will be done prospectively and will result in an interim adjustment calculated as follows: the entire lump-sum payment will be added to the annual income at the time of the interim and total tenant payment and tenant rent will be calculated accordingly.
- **Retroactive Calculation Methodology:** If the payment is not reported on a timely basis, GHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer and determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due to GHA. The family will then be required to pay this amount to GHA in full from the lump sum proceeds. Failure to make payment will result in termination of assistance.
- **Attorney Fees -** The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but are included as assets. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset.

### **Contributions To Retirement Funds (24 CFR 5.603(d))**

While an individual is employed, contributions to company retirement/pension funds count as assets if the family can access the funds without retiring or terminating employment. After retirement or termination of employment, any amount the employee elects to receive as a lump sum is counted as a lump sum payment as described above.

### **Assets Disposed Of For Less Than Fair Market Value (24 CFR 5.603(d)(3))**

GHA will count assets disposed of for less than fair market value during the two years preceding certification or reexamination by including the difference between the market value and the actual payment received when calculating total assets if the fair market value of such assets is greater than \$1,000.

Assets disposed of as a result of foreclosure or bankruptcy will not be considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation will also not be considered assets disposed of for less than fair market value.

### **Child Care Expenses [24 CFR 5.603]**

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment. However, childcare expenses will not be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare.

Examples of adult household members who would be considered *unable* to care for a child include the abuser in a documented child abuse situation or a person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

A childcare deduction will only be provided based on the following guidelines:

- **Childcare to Work:** The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- **Childcare for School:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

- **Amount of Expense:** The PHA will survey the local care providers in the community and collect data to serve as a guideline. If the hourly rate materially exceeds the guideline, GHA will calculate the allowance using the guideline.
- **Reimbursement:** Childcare expense cannot be reimbursable from any other source. If a divorce decree provides for joint payment of childcare, expenses will be prorated accordingly unless the assisted family provides adequate documentation as described previously.

### **Medical Expenses [24 CFR 5.609(a)(2), 5.603]**

Elderly and disabled households are entitled to deductions for allowable medical expenses. If the household qualifies for a medical deduction then the medical expenses of all household members are an allowable deduction.

Allowable expenses include but are not limited to insurance premiums; hospital and doctor costs; and, prescription medicines. Nonprescription medicines, acupressure, acupuncture, herbal medicines and chiropractic services will not be considered allowable medical expenses. The IRS Publication 502 will govern the final determination as to whether a particular medical expense is permitted or prohibited as an allowable deduction under the Section 8 programs.

### **Pro-ration Of Assistance For "Mixed" Families [24 CFR 5.520]**

A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. Housing assistance will be prorated for mixed families based on the following calculation.

The total housing assistance shall be calculated based on income, assets, allowances and deductions for all household members. The percent of eligible household members is determined by dividing the number of U. S. Citizens or eligible immigrants in the household by the total number of household members. The total amount of housing assistance is then multiplied by the percent of the eligible household members. This is the amount of housing assistance that will be paid on behalf of a mixed family.

### **Income Changes Resulting from Welfare Program Requirements**

The PHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- Fraud by a family member in connection with the welfare program; or
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirement.

However, the PHA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where a family member has not complied with other welfare agency requirements; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution and is treated as follows:

- Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.
- The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.
- When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction. The welfare agency, at the request of the PHA, will inform the PHA of: amount and term of specified welfare benefit reduction for the family; reason for the reduction; and subsequent changes in term or amount of reduction.

#### **Utility Allowance And Utility Reimbursement Payments [24 CFR 982.153, 982.517]**

GHA will develop a utility allowance schedule, which is intended to cover the cost of utilities not included in the rent to the owner. This allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type. Allowances are not based on an individual family's actual energy consumption.

The utility allowance for an individual family includes the utilities and services that are necessary in the City of Gary to provide housing that complies with the Federal Housing Quality Standards. No allowance will be provided for non-essential utility costs, such as telephone, cable, or satellite television. Where families provide their own range and refrigerator, GHA will include an appliance allowance as part of the total utility allowance provided to the family.

Lease agreements with tenant paid utilities will only be approved for utilities that are individually metered for the unit receiving assistance. The individual meter must only service the living space in which the family has access. The property owner must retain responsibility for any utility that is not individually metered.

GHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10% or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next re-certification.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the PHA will provide a Utility Housing Assistance Payment (UHAP) to the family each month. The UHAP will be issued in the name of the head of the household via first class mail to the assisted unit.

## SECTION 7 VERIFICATION PROCEDURES

### **General [24 CFR Part 5, Subparts B, D, E and F; 982.158; 24CFR Part 5.617]**

All factors affecting eligibility for the Section 8 Program and calculation of total tenant payment, tenant rent and housing assistance will be verified by GHA. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information upon request by GHA. Verification requirements are designed to maintain program integrity. This section explains the procedures and standards for verification of income, assets, allowable deductions, family status, and changes in family composition. GHA will obtain proper authorization from the family before requesting information from independent sources.

### **Methods Of Verification And Time Allowed [24 CFR 982.516]**

All required information will be verified using four methods of verification, Third-Party Written, Third-Party Oral, Upfront Income Verification System (UIV), and Review of Documents. Third Party Verification of Income and allowances must be obtained, or the file must be documented why third party verification was not available. GHA staff will explain the types of information that the GHA will verify during interviews, and the methods of verification the GHA will use, including upfront income verification (UIV) and computer matching.

**Upfront Income Verification-** This method requires the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. The types of income that may be verified using UIV are:

- (1) Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services.)
- (2) Unemployment Compensation
- (3) Welfare Benefits
- (4) Social Security Benefits (including Federal and State benefits, Black Lung benefits, dual benefits.)
  - (a) Social Security (SS)
  - (b) Supplemental Security Income (SSI)

Other income types (i.e., child support, pensions, etc.) should be verified using upfront income verification techniques if the resources are available.

Available Upfront Income Verification Techniques that will be used by GHA are:

- (1) Computer matching agreements with a federal, state, or local government agency, or a private agency;
  - (2) Submit direct requests for income verifications to a federal, state, or local government agencies or a private agency.
- **Third-Party Written** – This method requires a written document to be sent to the source of the verification and a written response to be received via facsimile or mail service. Hand carried third party verifications are not acceptable. Verifications received electronically directly from the source are also considered third party written verifications.
  - **Third-Party Oral** – This method requires an authorization form signed by the applicant or participant to be sent to the source of the verification and a GHA staff member verifies by telephone the required information and records such information on the required verification forms.
  - **Review of Documents** – This method is used for documents that are hand-carried by the applicant or participant and copied at the GHA office or reviewed by staff with the information recorded and certified by staff on the requisite forms.

Self-certification or self-declaration forms from the applicants or participants are not acceptable methods of verification.

GHA will allow two (2) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method identified above. The file must be documented as to why third party written verification was not used.

Verifications may not be more than 120 days old at the time of issuance of a voucher to a program applicant or a program participant. Therefore, a re-certification must be completed prior to issuance of a voucher for any program move in which the last re-certification was completed more than a 120 days prior to issuance of the voucher.

#### **Release Of Information [24 CFR 5.230]**

All adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance based on violation of the family obligation to supply any information and to sign consent forms.

#### **Computer Matching**

Where allowed by HUD and/or other State or local agencies, computer matching will be utilized to verify required information. When computer matching results in a discrepancy with other information obtained from other sources, GHA will follow up with the family and verification sources to resolve the discrepancy. If the family has unreported or underreported income, appropriate action will be taken including termination of assistance, if warranted, in accordance with

other sections of this plan.

### **HUD Income Discrepancy Program**

HUD is precluded from disclosing information from the Internal Revenue Service (IRS) to GHA. However, if HUD receives information from federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the PHA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the PHA in writing that the family has been advised to contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters.

When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA, after 40 days following the date of notification, will contact the tenant by mail, asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

When the family provides the required information, the PHA will verify the accuracy of the income information received from the family, review the interim re-certification policy, identify unreported income, charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

If the participant fails to respond to GHA, GHA will ask HUD to send a second letter. After an additional 40 days, GHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.

If the tenant claims a letter from HUD was not received, GHA will ask HUD to send a second letter with a verified address for the tenant. After 40 days, the PHA will contact the tenant family. After an additional 40 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the PHA and/or sign forms.

If tenant does receive a discrepancy letter from HUD, The PHA will set up a meeting with the family. If the family fails to attend the meeting, the PHA will reschedule the meeting. If the family fails to attend the second meeting, the PHA will send a termination warning. The family must bring the original HUD discrepancy letter to the PHA.

If tenant disagrees with the tax data contained in the HUD discrepancy letter, the PHA will ask the tenant to provide documented proof that the tax data is incorrect. If the tenant does not provide documented proof, the PHA will obtain proof to verify the Federal tax data using third party verification.

### **Items To Be Verified [24 CFR 982.516]**

The following information must be verified to determine initial program eligibility, to calculate total tenant payment, tenant rent and housing assistance and at each annual re-certification of income.

- All income not specifically excluded by the regulations.

- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Childcare expense where it allows an adult family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
- Disability for determination of allowances or deductions.
- U.S. citizenship/eligible immigrant status
- Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.
- Familial/Marital status when needed for head or co-head definition.
- Verification of Reduction in Benefits for Noncompliance
  - GHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

**Verification Of Income, Assets and Allowances [24 CFR 982.516]**

Verification will be conducted using the following procedures:

- **Employment Income** - Verification forms request the employer to specify the Dates of employment; Amount and frequency of pay; date of the last pay increase; likelihood of change of employment status and effective date of any known salary increase during the next 12 months; year to date earnings; estimated income from overtime, tips, bonus pay expected during next 12 months.
  - Acceptable methods of verification include, in this order: employment verification form completed by the employer; check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings; W-2 forms plus income tax return forms; income tax returns signed by the family must be used for verifying self-employment income, or income from tips and other gratuities.
  - Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.
  - In cases where there are questions about the validity of information provided by the family, GHA will require the most recent federal income tax statements.
- **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income** - Acceptable methods of verification include, in this order: benefit verification form completed by agency providing the benefits; award or benefit notification letters prepared and signed by the providing agency; computer report electronically obtained or in hard copy.

- **Unemployment Compensation** - Acceptable methods of verification include, in this order: verification form completed by the unemployment compensation agency; computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts; payment stubs.
- **Welfare Payments or General Assistance** - Acceptable methods of verification include, in this order: verification form completed by payment provider; written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months; computer-generated Notice of Action; computer-generated list of recipients from Welfare Department.
- **Alimony or Child Support Payments** - Acceptable methods of verification include, in this order: copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules; a notarized letter from the person paying the support; copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.
  - If payments are irregular, the family must provide: a copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules; a statement from the agency responsible for enforcing payments to show that the family has filed for enforcement; a notarized affidavit from the family indicating the amount(s) received; a written statement from an attorney certifying that a collection or enforcement action has been filed.
- **Net Income from a Business** - In order to verify the net income from a business, GHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include: IRS Form 1040, including: Schedule C (Small Business); Schedule E (Rental Property Income); Schedule F (Farm Income); if accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules; audited or unaudited financial statement(s) of the business; credit report or loan application; Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- **Recurring Contributions** - The family must furnish a notarized statement which contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; the purpose of the gifts and the
- **Zero Income Status** - Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, are not being received by the household. GHA will also request information from the Department of Labor. A credit report will also be used if information is received that indicates the family has an unreported income source.
- **Full-time Student Status** - Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income. Financial aid,

scholarships and grants received by full time students are not counted towards family income. Verification of full time student status includes: written verification from the registrar's office or other school official; school records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

- **Savings Account Interest Income and Dividends** - Acceptable methods of verification include, in this order: account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution and broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification; IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.
- **Interest Income from Mortgages or Similar Arrangements** - Acceptable methods of verification include, in this order: a letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.); amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.
- **Net Rental Income from Property Owned by Family** - Acceptable methods of verification include, in this order: IRS Form 1040 with Schedule E (Rental Income); copies of latest rent receipts, leases, or other documentation of rent amounts; documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.
- **Family Assets** - GHA will require information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash). Acceptable verification may include any of the following: verification forms, letters, or documents from a financial institution or broker; passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker; quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate; real estate tax statements if the approximate current market value can be deduced from assessment; financial statements for business assets; copies of closing documents showing the selling price and the distribution of the sales proceeds; appraisals of personal property held as an investment.
- **Assets Disposed of for Less than Fair Market Value (FMV)** - For all certifications and re-certifications, GHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification. If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

- **Child Care Expenses** - Written notarized verification from the person who receives the payments is required. Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. GHA will also request verification as to whether the certifying individual is a licensed childcare provider and advise the provider that such income may be reported to other sources including the IRS.
- **Medical Expenses** - All expense claims will be verified by one or more of the methods: written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family; written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months.
- **Assistance to Persons with Disabilities [24 CFR 5.611(c)]** - Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

**Attendant Care:** Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided. Certification of family and attendant and/or copies of canceled checks family used to make payments.

**Auxiliary Apparatus:** Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment is needed.

### **Verifying Non-Financial Factors [24 CFR 5.617(b)(2)]**

In order to prevent program abuse, GHA will require applicants to furnish verification of legal identity for all family members. The following documents will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required: certificate of birth, naturalization papers; church issued baptismal certificate; U.S. military discharge (DD 214); or U.S. passport.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following: certificate of birth; adoption papers; or custody agreements.

### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer. Verification

of a separation may be a copy of court-ordered maintenance or other legal records. Verification of marriage status is a marriage certificate.

### **Verification of Permanent Absence of Family Member**

If the family reports an adult member who was formerly a member of the household permanently absent, the following information must be presented as verification prior to removing any household member from the assisted household: legal evidence of divorce action; evidence of legal separation; order of protection/restraining order obtained by one family member against another; lease or rental agreement showing the individual listed as the member of another household; a document from a Court or correctional facility stating how long they will be incarcerated.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

### **Verification of Social Security Numbers [24 CFR 5.216]**

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the following documents showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate: driver's license; identification card issued by a Federal, State or local agency; identification card issued by a medical insurance company or provider (including Medicare and Medicaid); an identification card issued by an employer or trade union; an identification card issued by a medical insurance company; earnings statements or payroll stubs; IRS Form 1099; benefit award letters from government agencies

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the PHA. The applicant/participant or family member will have an additional thirty (30) days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated. If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

## SECTION 8

# VOUCHER ISSUANCE AND BRIEFINGS

### **General (24CFR 982.301, 982.302)**

GHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit; that families are provided sufficient knowledge and information regarding the program; and, how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, GHA will conduct a mandatory briefing to ensure that families know how the program works.

The briefing will provide a broad description of owner and family responsibilities, program procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

### **Issuance Of Vouchers [24 CFR 982.204(d), 982.54(d)(2)]**

When funding is available, GHA will issue vouchers to applicants whose final eligibility has been determined. GHA will strive to maintain 100% utilization of all program funds. Program capacity will be closely monitored to determine success rates, average lease up time, and monthly turnover. This statistical information will serve as the basis to determine the number of vouchers to be issued on an ongoing basis to achieve the 100% utilization rate.

Vouchers will be over-issued based on the average success rates from the previous fiscal year. All vouchers, which are over-issued, will be honored even if it results in being over-leased for a given period of time. In the case of over-leasing, GHA will adjust future issuance of vouchers in order not to exceed the budget limitations over the entire fiscal year.

### **Briefing Types And Required Attendance [24 CFR982.301]**

#### **Initial Applicant Briefing**

A full program briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups. However, families who attend group briefings and still have the need for individual assistance will be referred to eligibility staff for additional guidance. All briefings will be conducted in English and will utilize audio-visual aids to assist applicants with limited comprehension or second language needs. Other reasonable accommodations will be provided to individuals who are disabled upon notification to GHA. While we recognize the inconvenience to the family, children will not be permitted at the briefing session in order to ensure an informative learning environment that will meet the needs of all applicants.

The purpose of the briefing is to explain how the program works and distribute the required documents in the voucher packet to applicants. This will enable families to utilize the program to their advantage, and prepare them to discuss the Housing Choice Voucher Program with potential owners and property managers.

GHA will not issue a voucher to an applicant family unless the household representative has attended a briefing and signed the voucher form. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two (2) scheduled briefings will be denied admission based on failure to supply information needed for certification.

### **Briefing Packet [24 CFR 982.301(b)]**

The documents and information provided in the briefing packet for the voucher program include the following required items:

- HUD approved voucher form indicating the term of the voucher;
- Housing search record form;
- GHA's policy for requesting extensions of the voucher;
- A description of the method used to calculate the housing assistance payment for a family;
- Payment standards and utility allowance schedule(s);
- Explanation of the maximum allowable rent for an assisted unit including the rent reasonableness standard and affordability standards;
- Where the family may lease a unit;
- Owner and family responsibilities;
- Portability procedures and an explanation of how portability works;
- HUD required tenancy addendum;
- HUD approved Request for Tenancy Approval (RTA) form;
- Owner disclosure of lead based paint;
- A statement of the GHA policy on providing information about families to prospective owners;
- HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS;
- HUD required information on lead-based paint;
- Applicants rights to a review of GHA decisions and participants rights to informal hearings;
- Requirements for reporting changes in income and family composition;
- Information on security deposits and legal referral services;
- Fair Housing rights and a housing discrimination complaint form;
- Available information related to prospective rental units;
- Information about the Family Self-sufficiency Program; and,
- Information about the Section 8 Homeownership Program.

## **Program Move Briefing**

Program participants that have been under lease for a period of one year may opt to move to another assisted unit at the anniversary date of their lease agreement and Housing Assistance Payments contract. An abbreviated briefing will be conducted by the caseworker at the annual re-certification interview describing the requirements for a successful move within the program. A briefing packet containing the following information will be provided to the program participant:

- HUD approved voucher form indicating the term of the voucher;
- Instructions for program moves;
- Housing Search Record forms;
- Vacate notice to be signed by the current landlord;
- Current payment standards and utility allowances;
- Request for Tenancy Approval; and,
- Owner disclosure of lead based paint.

## **Housing Opportunity and Mobility**

GHA will provide mobility counseling to assist applicants and program participants with assistance in locating to areas of low poverty. An analysis of unit location will be conducted by zip code and census tract and, compared with census data on poverty levels. This data will be geo-coded and tracked on a quarterly basis to determine movement. Specific effort will be made to identify property owners in those census tracts that are below the city-wide poverty level.

## **Security Deposit Requirements [24 CFR 982.313]**

The payment of a security deposit is an issue strictly between the owner and the voucher holder. However, the Section 8 program does not assist with security deposit payments and the Housing Choice Voucher Program does not provide for any special claims or payments for unpaid rent, damages or vacancy loss to the owner.

The owner is not required to, but may collect a security deposit from the assisted household in accordance with local market practices. Security deposits charged by owners may not exceed those charged to unassisted households nor exceed the maximum prescribed by state or local law.

## **Term Of Voucher [24 CFR 982.303, 982.54(d)(11)]**

During the briefing session, each household will be issued a voucher, which represents a contractual agreement between GHA and the Family, specifying the rights and responsibilities of each party. It does not constitute admission to the program, and the family remains an applicant, until such time that a lease and contract become effective.

The voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request Tenancy Approval (RTA) within the sixty-day period or request an extension in accordance with the extension provisions outlined below.

If the Voucher has expired, and has not been extended, the family will be denied assistance. The

family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

### **Extensions of the Voucher**

Extensions will be granted only if the family provides a written documented record to GHA indicating property owners contacted, units visited and the reasons why these units were unacceptable. Extensions will be granted for a period of an additional 60 days.

The family must submit an acceptable RTA within the extension period or assistance will be denied. The family will not be entitled to a review or a hearing.

GHA will extend the voucher term up to 180 days from the beginning of the initial term if the family needs and makes a written request for an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability, provided that such request is made prior to the expiration of the initial term of the voucher.

### **Voucher Issuance Determination For Split Households (24 CFR 982.315)**

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, GHA will issue the voucher to the family member who retains custody of the greatest number of minor children.

### **Transfer and Retention Of Voucher [24 CFR 982.315]**

Assistance may only be transferred to someone other than the designated head of household or co-head of household if the head or co-head involuntarily leaves the household. No household member may voluntarily assign the assistance to another household member. Assistance will only be transferred if a remaining member of the household is a sole member or legally obtains custody of the remaining minor members of the household. To be considered the remaining member of the assisted family, the person must have been previously approved by GHA to be living in the unit, identified on the HUD 50058 at the most recent re-certification and be listed on the most recent lease agreement with the owner.

A live-in attendant, by definition, will not be considered a remaining member of the family and will not be entitled to any continued assistance if the person who they were assisting ceases to receive assistance for any reason. A minor child may only be considered as a remaining member of the household if a court has awarded emancipated minor status to the minor. A reduction in family size may require a corresponding reduction in the voucher family unit size.

## SECTION 9

### APPROVAL OF TENANCY AND CONTRACT EXECUTION

#### **General [24 CFR 982.302]**

GHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. Program objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the designated jurisdiction. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with GHA. This Chapter defines the types of eligible housing, GHA's policies, which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RTA).

#### **Request For Tenancy Approval [24 CFR 982.302, 982.305(b)]**

The Request for Tenancy Approval (RTA) must be submitted by the family during the term of the voucher. The family must submit the RTA in the form and manner required by GHA as follows:

- All corresponding blanks on the RTA form must be fully completed and legible, including the age of the building and the most recent rent charged;
- The form must be signed by both the owner and voucher holder;
- The RTA addendum must be completed indicating the owners federal tax identification number or social security number, the census tract of the unit and other requested information;
- The family may not submit more than one RTA at a time.

The PHA will review the RTA documents to determine whether or not they are approvable based on the following criteria:

- The unit is an eligible type of housing under the program;
- The rent to owner plus tenant paid utilities does not exceed the applicable payment standard for the bedroom size of the voucher issued to the family; or the rent requested meets the affordability test (does not exceed 40% of the households monthly adjusted income); and,
- The rent is reasonable in comparison to unassisted like units in the same location.

If GHA cannot approve the RTA based on any of the above, GHA staff will contact the owner to

determine if they are willing to negotiate within terms that would be approvable under the program requirements. If the owner and GHA are unable to reach acceptable terms, the voucher holder will be notified within 5 days and advised that the unit is not acceptable. The voucher holder will have the remaining period on their voucher to locate an acceptable unit. The voucher time will not be suspended or "tolled" during this period.

### **Eligible Types Of Housing [24 CFR 982.353]**

Any of the following types of housing are eligible to be considered for assistance under the Housing Choice Voucher Program:

- All structure types: single family, duplex, multi-family, low rise or high-rise;
- Manufactured homes where the assisted family leases the mobile home and the pad;
- Manufactured homes where the assisted family owns the mobile home and leases the pad;
- Group Homes or shared housing;
- Congregate and Assisted Living facilities (only the shelter rent is assisted);
- Single Room Occupancy facilities;
- Units owned (but not subsidized) by the PHA;
- Units being purchased by the assisted family in accordance with the Section 8 Homeownership criteria;
- A cooperative housing development in which the family owns shares would still be considered a lease arrangement under the voucher program.

### **Lease Review [24 CFR 982.308]**

The family and owner must submit a standard form lease commonly used in the City of Gary and that is used for the owner's unassisted tenants at the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

The initial term of the lease agreement must be for a minimum of 12 months unless GHA determines that a shorter term will improve housing opportunities for the assisted household. Owners may elect to execute a lease for an indefinite extension of the initial term (the endless lease), which will allow the owner the ability to terminate tenancy during the lease only by instituting a court action. However, owners may elect fixed, definite extensions of the initial lease, such as year-to-year. This option allows the owner to terminate tenancy without cause at the end of the initial term or any subsequent term.

The HUD prescribed tenancy addendum, which is attached to the Housing Assistance Payments contract, as Part C, will always take precedence over any other terms and conditions in the owner's lease with the tenant. House rules of the owner may be attached to the lease as an addendum, provided they do not violate any fair housing provisions and do not conflict with the HUD tenancy addendum.

### **Actions Before Lease Term**

All of the following must always be completed before the beginning of the initial term of the lease for a unit: the unit has been inspected and meets all requirements of the federal Housing Quality Standards; the landlord and the tenant have executed the lease, the rent on the lease agreement is consistent with the rent approved by GHA, and includes the HUD-prescribed tenancy addendum; and GHA has approved leasing of the unit in accordance with program requirements

### **Separate Agreements**

Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease. However, owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by GHA.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction. Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. GHA will only approve a separate agreement if the family has the option of not utilizing the service, appliance or other item.

### **Information To Owners [24 CFR 982.307(b), 982.54(d)(7)]**

Upon written request from a prospective property owner, GHA will provide the following information about a program applicant and/or participant. However, if the household was admitted to the Section 8 program under the witness protection program no information will be provided.

- Current address as reflected in the file;
- Names, ages and relationship of household members;
- Former address if reflected in the file;

GHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the GHA's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

### **Contract Execution Process [24 CFR 982.305(c)]**

The Housing Assistance Payments Contract will be prepared by GHA upon approval of the RTA and a passing inspection indicating that the unit is in compliance with all Federal Housing Quality Standards. Owners will be required to come to the GHA Section 8 office for contract signing for all new units placed under contract for the first time. Owners will be notified of the contract signing date and GHA will make every effort to coordinate contract-signing appointments at the same time for multiple units.

Owners will be required to provide proof of ownership for the assisted unit in a form acceptable to GHA. The HAP contract will be executed in the manner indicated on the proof of ownership. If the owner has assigned an agent to represent the owner, then appropriate documentation must be provided prior to execution of the HAP contract.

If GHA fails to prepare the contract and schedule a contract signing appointment prior to the approved lease effective date, housing assistance will be retroactive to the date the unit passed inspection or the lease effective date whichever is later. However, if the owner fails to attend the scheduled contract signing and does not contact GHA to re-schedule, the housing assistance payment will be effective on the date the owner actually signs the contract.

## SECTION 10

# HOUSING QUALITY STANDARDS AND INSPECTIONS

### General [24 CFR 982.401]

The Housing Quality Standards (HQS) are federal standards established by HUD that serve to measure the minimum quality of housing acceptable in the Section 8 Housing Programs. HQS standards are utilized to inspect housing units at initial occupancy and during the term of the Housing Assistance Payments contract. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the HAP contract. GHA will inspect each unit under contract at least annually. GHA will also maintain a quality control inspection program, which will re-inspect a minimum of 10% of all inspections on a monthly basis to assure consistency of enforcement of HQS.

This Chapter describes GHA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

### Guidelines/Types Of Inspections [24 CFR 982.401(a), 982.405]

Effort will be made at all times to encourage owners to provide housing above HQS minimum standards. However, GHA will not promote any additional acceptability criteria, which is likely to adversely restrict housing choice.

If the tenant is responsible for supplying the stove and/or the refrigerator, GHA will complete the initial inspection without the stove and refrigerator in the unit, provided that the family certifies that the appliances will be placed in the unit and will be in proper working order.

The following types of inspections will be conducted as required:

- **Annual** - an inspection conducted on a property prior to its re-certification date;
- **Re-inspection** - an inspection of a property which failed its annual inspection;
- **24-Hour Re-inspection** – an inspection on a property which had a failing item considered a 24-hour emergency situation;
- **RTA/Initial** - inspection on a property which the tenant has selected and is requesting approval of a new unit;
- **Complaint** - inspection on a property which has been requested by the resident or other involved party due to perceived problems with the property;
- **Courtesy** - inspection requested on a property which is not yet a part of the HAP program but is being considered, by the landlord, for participation in the program;
- **Abatement Cure** - inspection on property where abatement has commenced but is still within the thirty-day window prior to termination;
- **Re-instatement inspection** - inspection in which the contract was terminated but a determination has been made to re-instate the contract;
- **QA (Quality Assurance)** – 10% re-inspection by a supervisor of units previously inspected;

- **QA Re-inspection** - re-inspection on a failed QA;
- **Vacate Inspection** - a move out inspection conducted because the owner is entitled to a special claim.

### Timing of HQS Inspection

Inspections will be conducted in accordance with the following timeframes:

<u>Type of Inspection</u>	<u>To Be Scheduled</u>	<u>To be Completed</u>
Initial	Within 24 hours from completion of rent negotiations	Within 72 hours from schedule.
Annual	120 days prior to anniversary date	90 days prior to anniversary date
Compliance	Within 24 hours from request	Within 48 hours from schedule
Courtesy	Within 24 hours from request	Within 48 hours from schedule
Emergency Re-inspection	At initial inspection	Within 24 hours of initial inspection
Annual Re-inspection	Upon notification by owner that the repairs have been completed by no later than 75 days prior to the anniversary date.	Within 60 days prior to anniversary date
Other Re-inspection	24 hours from notification by landlord that unit is ready for re-inspection	Within 5 days from schedule.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. Reasonable hours to conduct an inspection are between 8:30 a.m. and 5:00 p.m. Notice will be provided to the family and the owner via first class mail a minimum of fifteen (15) days prior to the first attempt for an inspection. The family and/or the owner will be notified by telephone or by a posted notice on the main entrance of the unit of a scheduled re-inspection.

Two attempts will be made for all inspection types. If access to the unit cannot be obtained after the second attempt, the unit will be considered in non-compliance with the HQS standards and

appropriate action will be taken based on the inspection type. Responsibility for access for annual inspections and any related required re-inspections is the responsibility of the assisted household and failure to provide access is a violation of the family obligations under the voucher contract. Access for all other inspection types is the responsibility of the owner. The landlord must correct all HQS deficiencies, which cause a unit to fail, unless it is a fail for which the tenant is responsible.

### **Time Standards for Repairs**

The owner must correct emergency items, which endanger the family's health or safety, within 24 hours from the initial inspection. Non-emergency repairs must be made within 10 days from the date of an initial inspection or re-inspection and within 30 days from the date of all other inspections or re-inspections. If a unit fails to comply with HQS at an initial inspection or re-inspection, the applicant will be notified to continue their search for housing within the time frame remaining on the voucher. If a unit fails to comply with HQS at any other inspection, actions will be taken as described below.

### **Modifications**

GHA will strictly use the federal Housing Quality Standards for acceptance of units under the Housing Choice Voucher Program. Exceptions to the HQS standards will only be considered to assure compliance with applicable historic preservation standards as required by the City of Gary. Any modifications or adaptations to a unit to permit a reasonable accommodation for a person with a disability must meet all applicable HQS requirements.

### **Emergency Repair Items [24 CFR 982.404(a)]**

The following items shall be defined as emergency and must be corrected within 24 hours of the initial inspection:

- Lack of an operable smoke detector;
- Ceiling damage reflecting imminent danger of falling;
- Major plumbing leaks or flooding;
- Natural gas leaks or fumes;
- Electrical problems which could result in shock or fire;
- No heat when outside temperature is below 40 degrees Fahrenheit and temperature inside unit is below 62 degrees Fahrenheit.
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of operable toilet

If the emergency repair item(s) are not corrected in the time period required and the owner is responsible for the repair, the housing assistance payment will be abated in accordance with the procedures outlined further in this plan.

If the emergency repair item(s) are not corrected in the time period required, and the assisted household caused the damage, a notice of pending termination will be issued to the to the family in accordance with the termination procedures outlined further in this plan.

### **Abatement and Contract Termination**

Failure for a unit under contract to pass a re-inspection will result in abatement of the Housing Assistance Payment. Abatement means that a daily pro-ration of the Housing Assistance Payment will be deducted from any future payments for each day that the unit is not in compliance with the HQS standards. A notice of abatement will be sent to the owner informing them that abatement will commence effective the first of the month following the date of notification of abatement. The abatement period will not extend beyond 30 days.

If the owner has not made the required repairs during the abatement period, the Housing Assistance Payments contract will be terminated in accordance with the provisions in the contract. The assisted family will be notified of the termination and will be advised to secure program move documents to commence search for a new housing unit. Once a termination notice has been issued, the HAP contract will not be re-instated even if the landlord proceeds to make repairs.

### **Determination Of Responsibility for Repairs [24 CFR 982.404, 982.54(d)(14)]**

The following HQS deficiencies are the responsibility of the family:

- Tenant-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances;
- Documented damage to the unit or premises caused by a household member or guest beyond which is obvious as beyond normal wear and tear;
- Placement of large items of trash or inoperable vehicles anywhere on the assisted unit premises;
- Failure to maintain lawn and surrounding areas if a single-family structure.

“Normal wear and tear” is defined as items which can be charged against the tenant security deposit under state law or court practice.

All other HQS violations shall be the responsibility of the owner including for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may take appropriate action in accordance with the lease. If the family is responsible for deficiencies but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

### **Consequences If Family Is Responsible [24 CFR 982.404(b)]**

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family to make any repair(s) or corrections within 24 hours for

emergency items and 30 days for non-emergency items. If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

## SECTION 11 RENT AND PAYMENT STANDARDS

### General [24 CFR 982.502, 982.503, 982.504, 982.505, 982.505]

It is GHA's responsibility to ensure that Payment Standards are sufficient to assure maximum program utilization, to provide program applicants and participants with adequate housing choice and to assure that the rents charged by owners at the time of initial lease up and at each annual re-certification are reasonable based upon unassisted comparable units in the rental market. This Chapter explains GHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

### Initial Rent To Owner

GHA will review the following items to determine if the rent requested by the owner meets the program requirements as follows:

- The requested rent plus the cost of tenant paid utilities (calculated on the most recent program utility allowance schedule) cannot exceed the applicable payment standard; or,
- Total tenant payment cannot exceed 40% of the assisted family's monthly-adjusted income.
- The rent to owner must be reasonable in comparison to rent for other comparable unassisted units.

### Making Payments To Owners [24 CFR 982.451]

Once the HAP Contract is executed, GHA will commence processing payments to the landlord. A contract action form will be completed by each caseworker for all contract actions processed throughout the month. A mid-month HAP run will occur on or around the 15<sup>th</sup> of each month to process any adjustments or other actions that have occurred since the previous month end processing.

A month end process will occur on or around the 28<sup>th</sup> day of each month to process all housing assistance payments for the first of the following month. A HAP register and detailed reconciliation process will be used each month as a basis for monitoring the accuracy and timeliness of payments.

Payment will be made on a master basis for all units under contract with a single property owner. Payments for different properties will only be processed if the owner provides a separate federal tax identification number. All payment will be made via direct deposit into an account designated by the property owner. A statement will be mailed to owners detailing the payments.

If payment is delayed beyond the fifth day of the month, GHA will be responsible for payment of late fees to the owner in accordance with the late fees identified in the lease agreement but not to exceed a total of \$50.00.

GHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond GHA's control, such as a delay in the receipt of program funds from HUD. GHA will not use any program funds for the payment of late fee penalties to the owner.

### **Rent Reasonableness Determinations [24 CFR 982.507]**

A rent reasonableness test will be conducted to determine if the requested rent is reasonable in comparison to rent for other comparable unassisted units in the market. Rent reasonable tests will be conducted for the following:

- An initial rent requested on the RTA form;
- Prior to any increase in the rent to owner;
- If there is a five percent decrease in the published FMR 60 days before the contract anniversary;
- If directed by HUD; and,
- Based on a need identified by GHA.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by GHA. The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. If requested, the owner must provide GHA with information on rents charged by the owner for other units in the premises or elsewhere.

Rent reasonable data will be gathered from various sources which maintain a master database for all multi-family rental properties in the City of Gary. In addition, GHA will conduct a city-wide rental survey at least every three years, for small rental properties including one to four unit rentals identified based on data from the local assessor's offices. Supplemental data may be gathered from newspapers, realtors, and professional associations. The market areas for rent reasonableness are zip codes and census tracts within Gary, Indiana.

The following items will be used for rent reasonableness documentation:

- Location by zip code and census tract;
- Number of Bedrooms and bathrooms;
- Other identifiable amenities;
- Type and age of structure; and
- Tenant paid utilities.

Using an automated method, a search will be conducted in the GHA rent reasonable database to identify comparable units by the factors identified above. A minimum of two similar units will be identified and the corresponding data will be recorded on the rent reasonableness form.

This data will be compared with the requested rent for the assisted unit. If the requested rent is greater than the comparable units selected, GHA will negotiate with the owner to reach an agreed upon rent amount that meets the rent reasonable test. If the rent is less than the comparables, GHA will approve the rent increase.

### **Payment Standards For The Voucher Program [24 CFR 982.503]**

The Payment Standard is used to calculate the housing assistance payment for a family and is based on Fair Market Rents (FMR) published by HUD on an annual basis for the City of Gary, Indiana. GHA has established the payment standards at or above 100% but at or below 110% FMR of the published fair market rents. GHA will review the appropriateness of the Payment Standard annually when the new FMR is published. In determining whether a change is needed, GHA will consider all available resources including special requests to HUD to increase the published FMR from the 40<sup>th</sup> percentile of the area median to the 50<sup>th</sup> percentile, if warranted, to assure maximum housing choice for program applicants and participants and to encourage continued movement to areas of low poverty.

Case by case reviews of a higher payment standard will be considered as a reasonable accommodation for a family that includes a person with disabilities. If appropriate, GHA will make a request to HUD to use a payment standard up to 120% of the FMR.

### **Increase in Owner Rent (24 CFR 982.308 (g))**

The owner is required to notify GHA, in writing, at least 60 days before any change in the amount of the rent to owner is scheduled to go into effect. GHA will issue a notice to the owner of the upcoming anniversary date of a contract 90 to 120 days in advance of the anniversary date. An informational form will be provided to the owner to determine if he intends to renew the lease agreement with the tenant and whether there will be any changes in the lease including any change in the rent to owner.

Any changes in the rent to owner must comply with all provisions of the rent reasonableness requirements.

## SECTION 12 RE-CERTIFICATIONS

### **General - [24 CFR 982.516]**

GHA will reexamine the income and household composition of all assisted families at least annually. Families will be provided accurate annual and interim rent adjustments. Re-certifications and interim examinations of income will be processed in a manner that ensures families are given reasonable notice of rent increases. This Chapter defines GHA's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

### **Annual Activities [24 CFR 982.516, 982.405]**

There are three activities that must be completed on an annual basis as follows:

- Re-certification of Income and Family Composition
- HQS Inspection
- Determination of rent reasonableness for any requested rent increase.

### **Annual Re-certification [24 CFR 982.516]**

GHA will maintain an automated re-certification tracking system and households will be notified by mail of the date and time for scheduled appointments a minimum of 90 days in advance of the anniversary date of their lease and Housing Assistance Payments contract. A listing of all required documentation necessary for the annual re-certification will be provided to the family with the notification of scheduled appointment. This information includes all documentation necessary to verify income, assets, allowances and deductions along with any additions or deletions of household members.

The head of household and spouse or co-head are required to be present at the re-certification interview. If the head of household is unable to attend the interview the appointment will be rescheduled. The family may call to request another appointment date up to ten (10) days prior to the scheduled interview and every effort will be made to accommodate the family's request. Priority for appointment dates and times will be given to assisted household's whose head or co-head is employed full time during normal working hours.

If the family does not appear for the re-certification interview, and has not rescheduled or made prior arrangements, the caseworker will issue a notice of termination of assistance, notifying the family of their right to an informal hearing. However, if the family schedules and maintains an appointment prior to the expiration date of the time limit to request a hearing, the termination action will be suspended.

If the outcome of the annual re-certification results in an increase in the tenant rent, a thirty-day

notice will be mailed to the family prior to the scheduled effective date of the annual re-certification. If less than thirty days are remaining before the scheduled effective date of the annual re-certification, the tenant rent increase will be effective on the first of the month following a thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual re-certification.

If tenant rent decreases, it will be effective on the anniversary date. If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, the rent decrease will be effective on the first day of the month following completion of the reexamination processing by GHA.

### **Interim Re-certifications [24 CFR 982.516]**

Program participants are required to report all changes in household composition between annual re-certifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior for all additions to the household prior to adding that person to the lease agreement.

If any new family member is added, an interim re-certification will be conducted to include any income of the new family member.

If a family reports zero income at the time of the annual re-certification and later obtains an income, an interim re-certification will be conducted.

If a family has a change in income greater than \$100.00 per month between annual re-certification, it is required to be reported within 30 days from the effective date of the income change. An interim re-certification will be conducted.

Participants may choose to report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. If these changes are reported and it will result in a change in tenant rent, an interim re-certification will be completed.

Changes in rent for interim re-certification will become effective the first of the month following the month in which the changes was reported if it is a decrease and the first of the month after which the change occurred if it is an increase.

### **Income Changes Resulting From Welfare Program Requirements (24 CFR 5.615)**

Decreases in income resulting from changes or discontinuance of welfare benefits will be processed as follows:

- Tenant rent will not be decreased if welfare assistance is reduced because of fraud, failure to participate in an economic self-sufficiency program, or noncompliance with a work activities requirement.
- Tenant rent will be decreased if welfare assistance is reduced because of the expiration of a lifetime time limit on receiving benefits or a situation where the family has complied with welfare program requirements but cannot or has not obtained employment.

## SECTION 13

### PROGRAM MOVES AND PORTABILITY

#### **General - [24 CFR 982.314, 982.353, 982.355(a)]**

HUD regulations permit families to move with continued assistance to another unit within GHA's jurisdiction, or to a unit outside of GHA's jurisdiction under the program portability provisions. The regulations also allow discretion to develop policies, which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of GHA's jurisdiction, and the policies for restriction and limitations on moves.

#### **Permissible Moves**

Families will not be permitted to move during the initial year of occupancy. Assisted households will only be provided with program move documents for a voluntary move at the time of their scheduled annual re-certification process. Every effort will be made by GHA to coordinate program moves with all regularly scheduled annual activities.

Program move documents for mandatory moves may be issued at times other than annual re-certification for the following reasons:

- The Housing Assistance Contract is terminated by GHA for the owner's failure to comply with HQS or other terms of the contract;
- The owner has given the family a notice to vacate, or has commenced an action to evict the family through no fault of their own;
- A household member is newly diagnosed with a disability, which requires a reasonable accommodation.

Prior to issuance of program move documents; the family must present a notice of intent to move form signed by the owner and the family indicating that the family is current with all rent payments, GHA caused no damages beyond normal wear and tear, and is otherwise in compliance with all terms and conditions of the lease agreement. Upon receipt of this form, program move documents and a program move briefing will be provided to the family by their assigned caseworker. If the scheduled annual re-certification was completed more than 120 days prior to the program move, a complete re-certification will be conducted prior to issuance of the program move briefing packet. The annual re-certification date will be changed to coincide with the lease-up date for the new assisted unit.

#### **Portability [24 CFR 982.353]**

Portability applies to families moving out of or into GHA's jurisdiction within the United States and its territories from another geographic location.

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit anywhere in the United States where a Public Housing Authority operates a tenant-based assistance program. However, an applicant must reside within the jurisdiction of the Gary Housing Authority for one year prior to exercising the portability option. The family must be income eligible under the income limits of the jurisdiction to which they intend to port during the initial 12-month period after admission to the program.

If a family requests portability, the location where they intend to port must be identified in the request. GHA will contact the "receiving" PHA in that jurisdiction and advise them of the family's intent. A voucher and corresponding portability documents will be issued to the family.

GHA will absorb all incoming portable families provided there is funding available. A GHA voucher will be issued to the incoming family for the period of time remaining on the voucher issued by the initial PHA. GHA will notify the initial PHA of their action to absorb the voucher. All incoming voucher holders must attend a new admissions program briefing.

GHA will not permit families to exercise portability if the family is in violation of any family obligations under their Housing Choice Voucher; if the family owes any money to GHA; or, if the family has vacated the assisted unit in violation of the lease agreement.

### **Billing Procedures**

The receiving PHA is responsible for billing GHA for 100% of the Housing Assistance Payment and 80% of the Administrative Fee (at GHA's rate) for each "Portability" Voucher leased as of the first day of the month. GHA will not issue payment until an invoice is received by the receiving PHA. Payment beyond year one will only continue if GHA receives the HUD 50058 form indicating that an annual re-certification has been completed in accordance with program requirements.

## SECTION 14

### CONTRACT TERMINATIONS

#### **General [24 CFR 982.311, 982.314]**

The Housing Assistance Payments (HAP) Contract is the contract between the owner and GHA, which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by GHA and by the owner, and the policies and procedures for such terminations.

#### **Contract Termination [24 CFR 982.311]**

The term of the HAP Contract is the same as the term of the lease. The HAP Contract may be terminated by the PHA, or by the owner, or may terminate automatically if the tenant vacates the contract unit. No future subsidy payments on behalf of the family will be made to the owner after the month in which the contract is terminated. However, the owner may retain the housing assistance payment for the month in which the unit was vacated.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a program move, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family vacated the previous unit and prorated housing assistance will be paid from the effective date of the new contract.

#### **Termination Of Tenancy By The Owner: Evictions (24 CFR 982.310, 982.455)**

If the owner wishes to terminate the lease, the owner is required to provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the following grounds.

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
- Other good cause because of something the family did or failed to do (982.310)

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

If the owner has begun eviction and the family continues to reside in the unit, GHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant and the tenant has vacated the assisted unit. By receipt of the housing assistance payment, the owner certifies that the tenant is still in the unit, the rent is reasonable and she/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, GHA will issue a program move packet so that the family can move with continued assistance.

**Termination Of The Contract By GHA [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]**

The HAP contract terminates automatically when the family vacates the unit regardless of cause. The HAP contract will also terminate if the assistance to the family is terminated; funding is no longer available under the ACC contract with HUD; or 180 days have passed since the last housing assistance payment to the owner.

Notification will be provided to the owner and the tenant in accordance with the requirements of the HAP contract when action is taken by GHA to terminate the contract. The effective termination date will be the end of the month following the month in which the notification was provided to the owner.

## SECTION 15

### DENIAL OR TERMINATION OF ASSISTANCE

#### **General [24 CFR 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]**

GHA will deny or terminate assistance for a family because of the family's action or failure to act. Families are provided with a written description of the Family Obligations under the program, the grounds under which the PHA can deny or terminate assistance, and procedures for informal hearings. This Chapter describes when GHA is required to deny or terminate assistance, and the policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

#### **Denial/Termination [24 CFR 982.54, 982.552, 982.553]**

If denial or termination is based upon behavior resulting from a disability, GHA will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the waiting list;
- Denying a voucher or withdrawing a voucher;
- Refusing to enter into a HAP contract or approve a tenancy;
- Refusing to process or provide assistance under portability procedures;

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy;
- Terminating housing assistance payments under an outstanding HAP contract;
- Refusing to process or provide assistance under portability procedures.

#### **Mandatory Denial and Termination [24 CFR 982.552(b) (10)(d)]**

In accordance with federal regulations, GHA must deny assistance to applicants, and terminate assistance for participants for the following reasons:

- If any member of the family fails to sign and submit HUD or PHA required consent forms for obtaining information;
- If no member of the family is a U.S. citizen or eligible immigrant;
- If the family is under contract and 180 days have elapsed since the last housing assistance payment was made;

- Persons convicted of manufacturing or producing met amphetamine in violation of any Federal or State law;
- A participant family is evicted from housing assisted under the program for serious violation of the lease;
- Any household member is currently engaging in illegal use of a drug;
- A household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- A member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

**Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]**

In addition to the above mandatory reasons for denial and/or termination of assistance, GHA will deny program assistance to an applicant or terminate assistance to a participant for any of the following reasons:

- The family violates any family obligation under the program as listed in 24 CFR 982.551;
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The family currently owes rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation;
- If the family fails to fulfill its obligation under the Section 8 welfare-to-work voucher program;
- The family has engaged in or threatened abusive or violent behavior toward GHA personnel;
  - "Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
  - "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
  - Actual physical abuse or violence will always be cause for termination.
- A member of the family's drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other project residents;
- If any member of the family commits drug-related criminal activity, or violent criminal activity;

**Drug** - means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-related criminal activity** - is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

**Violent criminal activity** - includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

**Covered person** - means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Guest**- means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

**Other person under the tenant's control** - means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

**Standard for Violation** - GHA will deny participation in the program to applicants and terminate assistance to participants in cases where there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse. GHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

**"Engaged in or engaging in" violent criminal activity** - means any act within the past 3 years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which resulted in the arrest and/or conviction of the applicant, participant, or household member.

The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

### **Family Obligations [24 CFR982.551]**

All obligations of the family are explicitly stated on the Housing Choice Voucher form which serves as the contractual document between GHA and program participants. These obligations are discussed in detail with program participants at the mandatory briefing sessions prior to admission to the program.

Violation of any of these family obligations will be grounds for termination of assistance.

### **Notice of Termination of Assistance**

GHA will provide a written notice of intent to terminate housing assistance, which will include the following information:

- The family obligation that has been violated;
- The specific action(s) which occurred in violation of the family obligation;
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held prior to termination of assistance; and,
- The date by which a request for an informal hearing must be received by the PHA.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

### **Required Evidence**

GHA will pursue fact-finding efforts as needed to obtain evidence for termination of assistance. Pending termination actions will be based on the following rules of evidence:

- *Preponderance of evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- *Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

### **Confidentiality of Criminal Records**

GHA will make every reasonable effort to ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

### **Housing Authority Discretion [24 CFR 982.552(c)]**

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the GHA will consider all of the circumstances in each case, including the seriousness of the case. GHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred.

GHA will also review the family's more recent history and record of compliance, and the effects that

denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

### **Lease Violations**

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the family of termination of tenancy for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.
- Nonpayment of rent will always be considered a serious violation of the lease.

### **Notification of Eviction**

If the family requests program move documents and an eviction is pending, GHA will not issue program move papers. However, if the program move papers are issued because GHA was not informed of the pending eviction, a new tenancy will not be approved. The voucher will be withdrawn until such time that a determination is made as to the household's violation of family obligations.

### **Proposed Additions to the Family**

GHA will deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing;
- Persons who have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations;
- Persons who have been part of a family whose assistance has been terminated under the Section 8 program;
- Persons who commit drug-related criminal activity or violent criminal activity;
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
  
- Persons who currently owe rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; or
- Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

### **Limitation on Profit-making Activity in Unit**

Families are encouraged to use the assisted unit for legal profit making ventures provided that the owner and GHA have approved such use at the time of initial lease up and such use is in compliance with all State and local laws and ordinances. However, if the business activity results in the inability of the family to use any of the critical living areas, such as a bedroom, utilized for a business which is not available for sleeping, it will be considered a violation of the family obligations and appropriate action will be taken.

**Missed Appointments And Deadlines [24 CFR 982.551, 982.552 (c)]**

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan. Appointments will be scheduled and time requirements will be imposed for the following events and circumstances: Eligibility for Admissions; Verification Procedures; Certificate/Voucher Issuance and Briefings; Housing Quality Standards and Inspections; Re-certifications; and Appeals.

The only acceptable reasons for missing appointments or failing to provide information by deadlines are medical emergencies, as approved by GHA, and incarceration or other official detainment.

**Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed requesting a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

## SECTION 16

### OWNER PROHIBITIONS AND RESTRICTIONS

#### General [24 CFR 982.54, 982.306, 982.453]

It is the policy of GHA to recruit owners to participate in the Voucher program. GHA will provide owners with prompt and professional service in order to attract an adequate supply of available housing for rent under the Section 8 program. Federal regulations define when GHA must prohibit an owner from participating in the program, and when GHA has the discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

#### Disapproval Of Owner [24 CFR 982.306, 982.54(d)(8)]

Owners participate in the Section 8 Program at will and do not have a right of participation. For purposes of this section, "owner" includes a principal, management agent or any other party acting on behalf of an owner.

GHA will prohibit the participation of property owners for any of the following reasons:

- The owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24;
- An administrative or judicial action has been instituted against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending investigation and/or resolution;
- A court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements;
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program;
- The owner has engaged in drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with HQS for units leased under the Section 8 programs or any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted

under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, or of owner employees or other persons engaged in management of the housing.;
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
  - Is involved in drug-related criminal activity or violent criminal activity;
- The owner has not paid State or local real estate taxes, fines or assessments.
  - The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

### **Restriction of Immediate Family Members**

GHA is prohibited from approving a Housing Assistance Contract with an owner that is the parent, child, grandparent, grandchild, sister or brother of any member of the household to be assisted. However, this provision may be waived as a reasonable accommodation for a family member who is a person with a disability, provided that the assisted household has made reasonable efforts to locate other suitable housing and has been unsuccessful.

In cases where the owner and tenant bear the same last name, GHA will require the family and owner to certify whether they are related to each other in any way. Failure to disclose relationship will be considered fraud and grounds for termination of tenancy and prohibition of future program participation by the owner.

### **Owner Restrictions And Penalties [ 24 CFR 982.453]**

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, GHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. GHA may also terminate any additional Housing Assistance Contracts with the owner.

Before imposing any penalty against an owner the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

### **Proof of Ownership**

Landlords will be required to provide proof of ownership prior to execution of a Housing Assistance Contract. Acceptable documentation may include a Real Estate Act of Sale; the property deed or title; or other acceptable legal documentation. Utility bills, insurance documents or other such documents will not be considered sufficient evidence of ownership.

The Housing Assistance Payments Contract will be executed in the format as indicated on the proof of ownership. Ownership by more than one individual will require execution of all parties or appropriate legal documentation such as power of attorney, which designates a single individual to act on behalf of all owners.

Designation of a management agent or other payee will be approved with appropriate legal documentation signed and notarized by all owners of the property.

GHA will approve the assignment and transfer of a HAP contract to a new owner at the request of an owner of record. The change of ownership will be processed upon written request accompanied by appropriate documentation showing the transfer of title and recorded deed or a last will and testament identifying an executor, along with a death certificate for the owner of record.

## SECTION 17 OWNER OR FAMILY DEBTS

### **General (24 CFR 982.552)**

This chapter describes the GHA's policies for the recovery of monies, which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner; the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to Requests for lump sum payments; Civil suits; Payment agreements; Abatements; Reductions in HAP to owner; Collection agencies; Credit bureaus; and, Income tax set-off programs.

### **Payment Agreement For Families [24 CFR 982.552 (c)(v-vii)]**

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

GHA will not enter into a payment agreement for any of the following reasons:

- If the family already has a Payment Agreement in place;
- If the PHA determines that the family committed program fraud; or
- If the PHA determines that the debt amount is larger than can be paid back by the family with one year.

The following terms will guide the execution of a repayment agreement with a program participant.

- The maximum amount for which the PHA will enter into a payment agreement with a family is not to exceed the difference between tenant rent and 50% of monthly-adjusted income.
- The maximum length of time the PHA will enter into a payment agreement with a family is for 12 months.

### **Payment Agreements - Late Payments**

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due.

If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA will require the family to pay the balance in full or terminate the housing assistance

If the family requests a move to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim, the family will be required to pay the balance in full, or be terminated from the program.

### **Debts Due To Misrepresentations/Non-Reporting Of Information [24 CFR 982.163]**

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

### **Family Error/Late Reporting**

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

### **Program Fraud**

Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

If a family owes an amount, which equals or exceeds \$2,500 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

### **Owner Debts To The PHA [24 CFR 982.453(b)]**

If the PHA determines that the owner has retained housing assistance payments the owner is not entitled to, the PHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the PHA will Require the owner to pay the amount in full within 30 days; Pursue collections through the local court system; and Restrict the owner from future participation.

### Writing Off Debts

Debts owed to the Section 8 Program from program participants or owners will be reviewed each year jointly with the Section 8 staff and the Finance staff to determine if such debts are valid and collectible. Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than 3 years old;
- A determination is made that the debtor is judgment proof;
- The debtor is deceased;
- The debtor is confined to an institution indefinitely or for more than 3 years; or,
- The amount is less than \$100.00 and the debtor cannot be located.

## SECTION 18 COMPLAINTS AND APPEALS

### **General [24 CFR 982.401]**

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

### **General Complaints**

GHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. However, GHA does not require that complaints regarding HQS violations be put in writing. HQS complaints may be reported by telephone.

**Complaints from families:** If a family disagrees with an action or inaction of the PHA or owner, the family must first contact their caseworker. If a complaint is not resolved, it will be referred to a Supervisor.

**Complaints from owners:** If an owner disagrees with an action or inaction of the PHA or a family, the owner must also contact the assigned supervisor. If the complaint is not resolved, it should also be referred to a supervisor.

**Complaints from staff:** If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to their assigned supervisor.

**Complaints from the general public:** Complaints or referrals from persons in the community in regard to the PHA, a family or an owner will be referred to an assigned supervisor.

### **Informal Review Procedures For Applicants [24 CFR 982.54(d)(12), 982.554]**

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible;
- The procedure for requesting a review if the applicant does not agree with the decision; and,
- The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The PHA must provide applicants with the opportunity for an informal review of decisions denying the following actions:

- Listing on or removal from the waiting list;
- Issuance of a voucher;
- Participation in the program; and,
- Assistance under portability procedures.

Informal reviews are not required and will not be provided for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- Refusal to extend or suspend a voucher
- A PHA determination not to grant approval of the tenancy
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

### **Procedure for Review**

A request for an informal review must be received in writing by the close of the business day, no later than 10 days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within 15 days from the date the request is received.

The person who made or approved the decision under review, nor a subordinate of such person can conduct the informal review. All reviews will be conducted by a departmental supervisor other than the person who rendered the original decision.

In order to expedite the review and provide improved service to customers, GHA will encourage the review to be conducted by telephone if acceptable to the applicant. The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

**Informal Hearing Procedures [24 CFR 982.555(a-f), 982.54(d)(13)]**

Hearing procedures will be provided to families in the briefing packet at the time of issuance of the voucher.

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the PHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the PHA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

When terminating assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based

GHA will provide participants with the opportunity for an informal hearing for decisions related to any of the following determinations. The opportunity for an informal hearing will be provided before termination of assistance.

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment;
- Appropriate utility allowance used from schedule;
- Family unit size determination under PHA subsidy standards;
- Determination to terminate assistance for any reason; and,
- Determinations to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account.

Informal hearings are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or lease
- A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)
- A PHA determination that the unit is not in accordance with HQS because of the family size
- A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

### **Notification of Hearing**

It is GHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within 30 days. The notification of hearing will contain:

- The date and time of the hearing;
- The location where the hearing will be held;
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
- The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing.

Requests for documents or evidence must be received by with party no later than 15 days before the scheduled hearing date.

### **Hearing Procedures**

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within 24 hours, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the PHA's determination;
- Examine the documents in the file which are the basis for the PHA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or designated representatives at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a charge of \$.25 per copy. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this Chapter, the PHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person.

The PHA may appoint hearing officers who are managers from other departments in the government of the jurisdiction or are professional mediators or arbitrators, employed by the county Bar Association or a mediation, dispute resolution, or arbitration service.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the PHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the PHA and the family within 10 days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed;
- The date the decision goes into effect.

The PHA is not bound by hearing decisions:

- Which concern matters in which the PHA is not required to provide an opportunity for a hearing
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

The PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within 10 days. The letter shall include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

**Provisions For "Restrictions On Assistance To Non-Citizens" [24 CFR Part 5, Subpart E]**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

### **INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status shall be handled as follows:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

**Mitigating Circumstances For Individuals With Disabilities [24 CFR 982.204, 982.552(e)]**

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process. Such circumstances shall be considered when making the final determination of the review or hearing.

## SECTION 19 SPECIAL HOUSING TYPES

### **General [24 CFR 982.601]**

GHA will permit the use of all types of special housing arrangements in the Housing Choice Voucher Program. Special housing arrangements include such housing alternatives as shared housing, congregate housing, assisted living, cooperative housing and other housing choices that meet the needs of program participants. Families may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

GHA will not set aside any program funding from the Housing Choice Voucher Program for use in special housing types. However, GHA will administer any vouchers it may receive from HUD as the result of a national set aside for special program types.

### **Single Room Occupancy [24 CFR 982.602]**

Single room occupancy (SRO) refers to a housing unit that generally lacks a kitchen and may have a shared bathroom. A single person may use a Housing Choice Voucher to reside in an SRO housing unit.

A separate lease and housing assistance payment contract will be executed for each assisted person residing in an SRO. The payment standard used for an SRO unit is 75 percent of the zero bedroom payment standard as determined annually by GHA. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance. The PHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

### **Congregate Housing [24 CFR 982.606]**

Congregate housing normally refers to a housing unit located in a home or building that shares a central kitchen facility. The facility may have shared bathrooms or may offer individual bathroom facilities for each living unit. A warm up kitchen with a small counter and microwave may also be included in the unit.

An elderly person or a person with disabilities may use their Housing Voucher to reside in a congregate housing unit. The PHA may also approve a family member or live-in aide to reside with the elderly person or person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

A separate lease and HAP contract will be executed for each assisted family residing in a congregate housing unit. Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on the PHA payment standard schedule. However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one bedroom payment standard amount.

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

### **Group Homes [24 CFR 982.610, 982.612]**

A group home is defined as a facility that is licensed, certified, or otherwise approved in writing by the State, or the State's licensing department for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities. It is more common to see group homes used for persons with disabilities than for elderly persons.

An elderly person or a person with disabilities may use their Housing Voucher to reside in a State-approved group home. If approved by the PHA, a live-in aide may reside with a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. However, GHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities. No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in Aide.

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home. The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the PHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Unless there is a live-in aide, the family unit size will be determined as a zero bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size (total number of bedrooms in the group home).

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size. The PHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

### **Shared Housing [24 CFR 982.615]**

Shared housing is a single housing unit occupied by more than one household. The unit normally consists of both common space for shared use by both households and separate private space (sleeping and bathing quarters) for each household. An assisted family may use their Housing Voucher to reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit.

The owner of a shared housing unit may also reside in the unit. A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of an owner. The PHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner. There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size.

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit. The PHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

### **Cooperative Housing [24 CFR 982.619]**

A cooperative refers to a type of housing in which an individual has an ownership interest, normally shares or a percentage, in the overall property. Co'ops are always designated on the ownership documents as cooperative housing and the PHA will confirm that a property is so designated prior to processing a voucher under this housing arrangement.

The PHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative's debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any tenant paid utility.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The payment standard is applied in accordance with standard procedures for applicability of payment standards described earlier in this plan. Utility allowances are also applied in accordance with standard procedures.

The PHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.401.

#### **Manufactured Homes [24 CFR 982.620]**

A manufactured home is a structure that is built on a permanent chassis, is designed for use as a principal residence but is movable, is not anchored to a foundation but does have tie downs. The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will also provide assistance for a family that owns the manufactured home and leases only the space.

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- A tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding must securely anchor a manufactured home.

## **Manufactured Home Space Rental [24 CFR 982.622]**

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space. Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA. The PHA will not approve a lease for a manufactured home space until the PHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA will re-determine that the rent is reasonable.

The PHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home space.

The FMR for a manufactured home space will be determined by HUD and published annually. The initial rent to owner for leasing a manufactured home space may not exceed the published FMR for a manufactured home space. The FMR for rental of a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit.

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

- The payment standard minus the total tenant payment; or
- The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the PHA:

- Rent to owner for the manufactured home space;
- Owner maintenance and management charges for the space;
- The utility allowance for tenant paid utilities.

The PHA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place. Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

## SECTION 20 PROGRAM INTEGRITY

### General [24 CFR 792.101 to 792.204, 982.54]

The US Department of Housing and Urban Development conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

GHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. This chapter outlines GHA's policies for the prevention, detection and investigation of program abuse and fraud.

### Criteria For Investigation Of Suspected Abuse And Fraud

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

**Referrals, Complaints, or Tips.** The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

**Internal File Review.** A follow-up will be made if PHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.

**Verification of Documentation.** A follow-up will be made if the PHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

## Steps To Prevent Program Abuse And Fraud

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

**Program Orientation Session.** Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

**Resident Counseling.** The PHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

**Review and explanation of Forms.** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

**Use of Instructive Signs and Warnings.** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

**Participant Certification.** All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

## Steps To Detect Program Abuse And Fraud

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

**Quality Control File Reviews.** Prior to initial certification, and at the completion of all subsequent re-certifications, 100% of participant files will be reviewed by a supervisor. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

**Observation.** The PHA Management and Occupancy Staff (to include inspection personnel)

will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

**Public Record Bulletins** may be reviewed by Management and Staff.

**State Wage Data Record Keepers.** Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

**Credit Bureau Inquiries.** Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the PHA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

### **Handling Of Allegations Of Possible Abuse And Fraud**

The PHA staff will encourage all participating families to report suspected abuse to their assigned caseworker. The caseworker will be responsible for conducting a preliminary review of allegations to determine their validity. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file.

All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. GHA will not follow up on allegations which are vague or otherwise non-specific. Caseworkers will be responsible for referring cases to their assigned supervisor if it is determined to be a valid allegation and supervisors will be responsible for following up or referring the case to GHA's Director of Housing Management. Only allegations which contain one or more independently verifiable facts will be reviewed.

**File Review.** An internal file review will be conducted to determine: If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

**Conclusion of Preliminary Review.** If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Director of Housing will initiate an investigation to determine if the allegation is true or false.

### **Overpayments To Owners**

If a landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, GHA may terminate the Contract and will make every effort to recover any overpayments. Payments otherwise due to the owner may be deducted from other contracts in order to repay the PHA or the tenant, as applicable.

### **Investigation of Allegations Of Abuse And Fraud**

If the PHA determines that an allegation is referred to the Director of Housing Management, or a person designated to monitor the program compliance, an investigation will be conducted. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

- Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
- Verification of Credit. In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.
- Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
- Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.
- Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
- Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
- Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. The PHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

### **Documents, Evidence And Statements Obtained By The PHA**

Documents and other evidence obtained by the PHA during the course of an investigation will be

considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information, which may assist in the investigation.

### **Conclusion Of The Investigative Review**

At the conclusion of the investigative review, the reviewer will report the findings to the Section 8 Program Director. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

### **Evaluation Of The Findings**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud);
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

### **Action Procedures For Violations Which Have Been Documented**

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Non-compliance.** This category applies when the family "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.
  - (a) **Warning Notice to the Family.** In such cases a notice will be sent to the family, which contains the following:
    - A description of the non-compliance and the procedure, policy or obligation which was violated;
    - The date by which the violation must be corrected, or the procedure complied with;
    - The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PH; and,
    - The consequences of repeated (similar) violations.
2. **Procedural Non-compliance - Overpaid Assistance.** When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

- A description of the violation and the date(s);
- Any amounts owed to the PHA;
- A ten day response period; and,
- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Participant Fails to Comply with PHA's Notice. If the Participant fails to comply with the PHA's notice, and a family obligation has been violated, the PHA will initiate termination of assistance.

Participant Complies with PHA's Notice. When a family complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

- 3. Intentional Misrepresentations.** When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, the PHA will evaluate whether or not: the participant had knowledge that his/her actions were wrong, and the participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (a) An admission by the participant of the misrepresentation.
- (b) That the act was done repeatedly.
- (c) If a false name or Social Security Number was used.
- (d) If there were admissions to others of the illegal action or omission.
- (e) That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- (f) That the participant falsified, forged or altered documents.
- (g) That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

- 4. Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its

evaluation of the criteria stated above, one or more of the following actions:

- (a) **Criminal Prosecution:** If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA will notify HUD's RIGI, and terminate rental assistance.
- (b) **Administrative Remedies:** The PHA will terminate assistance and execute an administrative repayment agreement in accordance with the PHA's Repayment Policy.

**5. The Case Conference for Serious Violations and Misrepresentations.** When the PHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the PHA. The family will be given 10 days to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The family's past history
- Whether or not criminal intent has been established.
- The number of false statements.

**6. Notification to Participant of Proposed Action.** The PHA will notify the family of the proposed action no later than 15 days after the case conference by certified mail.

**SECTION 21**  
**SECTION 8 MANAGEMENT ASSESSMENT PROGRAM**

**General**

The U. S. Department of Housing and Urban Development implemented the Section 8 Management Assessment Program (SEMAP) on October 13, 1998 to serve as a management tool for objectively measuring program compliance, identifying management capabilities and deficiencies, as well as improving risk assessment for potential program problems. SEMAP also provides local housing agencies with a structured self-assessment system for evaluating the tenant-based rental assistance programs.

**Performance Indicators**

The following performance indicators have been established to help meet HUD's overall goal of getting the right Section 8 families in the right units at the right cost. Effective delivery of rental assistance and family-self-sufficiency goals is also measured. The individual indicators and their assigned points are presented below.

Performance Indicator	Total Possible Points
1. Selection from the Waiting List	15
2. Rent Reasonableness	20
3. Adjusted Income	20
4. Utility Allowance	5
5. HQS Quality Control	5
6. HQS Enforcement	10
7. Expanding Housing Opportunity	5
8. Payment Standards	5
9. Annual Reexaminations	10
10. Tenant Rent Calculations	5
11. PreContract HQS Inspections	5
12. Annual Inspections	10
13. Lease-Up	20
14. FSS Escrowing and % of Families with Escrow Accounts	5 5
15. Deconcentration Bonus	5
<b>TOTAL POSSIBLE POINTS</b>	<b>150</b>
<b>High Performer: 90+% Standard Performer: 61-89% Troubled: &lt;=60%</b>	

## **Certification Period**

GHA is required to submit a certification to HUD by March 31<sup>th</sup> of each year for the period from April 1<sup>st</sup> through March 31<sup>th</sup> (GHA's fiscal year).

## **The SEMAP Certification Process**

The certification for each of the performance indicators is supported by documentation from the following sources:

- ◆ Family files and MIS (CCS) computer records
- ◆ Multi-Family Tenant Characteristic System (MTCS)
- ◆ Management files, marketing materials, studies, and surveys.

## **Family Files and CCS Computer Records**

A random sample of family files and CCS Computer Records along with management files, marketing materials, studies and surveys were reviewed to support the following SEMAP indicators:

- ◆ Indicator 1: Selection from the Waiting List
- ◆ Indicator 2: Rent Reasonableness
- ◆ Indicator 3: Adjusted Income
- ◆ Indicator 4: Utility Allowance Schedule
- ◆ Indicator 5: HQS Quality Control
- ◆ Indicator 6: HQS Enforcement
- ◆ Indicator 7: Expanding Housing Opportunities
- ◆ Indicator 8: Payment Standards
- ◆ Indicator 15: De-concentration (Bonus)

## **MTCS Data**

The Multi-Tenant Characteristic System (MTCS) is a computerized tracking and monitoring system used by HUD to track family data in both the Section 8 and public housing programs. Family information is electronically submitted to MTCS upon completion of a HUD 50058 Family Report.

The following SEMAP indicators are evaluated based on information from the MTCS database.

- ◆ Indicator 9: Annual Reexaminations
- ◆ Indicator 10: Tenant Rent Calculations
- ◆ Indicator 11: Pre-Contract HQS
- ◆ Indicator 12: Annual Inspections
- ◆ Indicator 13: Lease-Up
- ◆ Indicator 14: FSS Enrollment and Escrow Account

## **Summary by Indicator**

### **Indicator 1: Selection from the Waiting List**

The purpose of this indicator is to determine whether the local housing agency has written admission policies in its Administrative Plan and to confirm whether the agency follows their admission policies when selecting applicants from the waiting list. The Administrative Plan must be formally adopted by the Housing Authority and must be submitted to HUD.

#### **Verification Process**

HUD will rate this indicator on the SEMAP certification. An agency can earn either all or none of the 15 points for this indicator. To earn all 15 points, the review must confirm that the agency has written admissions policies in its Administrative Plan and at least 98% of the families in the sample were selected from the waiting list in accordance with these policies and met the selection criteria that determined their places on the waiting list and their order of selection.

### **Indicator 2: Rent Reasonableness**

The purpose of this indicator is to determine whether the housing agency has implemented a written, reasonable method for determining and documenting the rent charged for each unit leased. The method used must ensure that the rent charged is reasonable based on current rents for comparable unassisted units at the time of initial leasing; when there is any increase in the rent to owner; and at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary.

#### **Verification Process**

This indicator will be rated by HUD on the PHA's SEMAP certification. An agency can earn a maximum of 20 points for this indicator if the review confirms that:

- ◆ The PHA has a reasonable method it follows to determine reasonable rent which considers location, size, type, quality, and age of the units, and the amenities, housing services, and maintenance and utilities provided by the owner; and
- ◆ A random sample of tenant files demonstrates that the rent reasonable system was used and documented in 98% of the files sampled for initial lease-up, any rent increase to owner, and if there is a 5% decrease in the published FMR in effect 60 days prior to the HAP contract anniversary.

Fifteen points can be earned if the review confirms that the above criterion is met in 80-97% of the units sampled for the review. Zero points are earned if the rent reasonableness method is used and documented in less than 80% of the random sample files that are reviewed.

### **Indicator 3: Adjusted Income**

The purpose of this indicator is to determine whether the housing agency has verified and correctly determined adjusted annual income for each assisted family at the time of admission; and at annual reexamination.

#### **Verification Process**

This indicator will be rated by HUD on the SEMAP certification. An agency can earn a maximum of 20 points for this indicator if the review confirms that based on a random sample in at least 90% of the families:

- ◆ The HA obtains 3<sup>rd</sup> party verification of reported family income, the value of assets totaling more than \$5000, expenses related to deductions from annual income and other factors that affect the determination of adjusted income, and/or the HA documents in tenant files why third party verification was not available;
- ◆ The HA properly attributes and calculates allowances for any medical, child care, and/or disability assistance expenses; **and**
- ◆ The PHA uses the appropriate utility allowance to determine gross rent for the unit leased.

Fifteen points can be earned if the review confirms that the above criteria are met in 80-89% of the files sampled for the review. Zero points are earned if adjusted income determinations are correct and properly documented in less than 80% of the random sample files reviewed.

### **Indicator #4 – Utility Allowance Schedule**

The objective of this indicator is to determine whether the PHA maintains an up-to-date utility allowance schedule in accordance with HUD program regulations, (24 CFR 982.517.)

#### **Verification Process**

This indicator will be rated by HUD on the SEMAP certification. An agency can earn a maximum of 5 points for this indicator if the review confirms that the PHA reviewed utility rate data within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10 percent or more in a utility rate since the last time the utility allowance schedule was revised.

### **Indicator #5 – HQS Quality Control Inspections**

The purpose of this indicator is to determine whether a PHA supervisor or other qualified person re-inspects a sample of the units under contract during the last completed PHA fiscal year. The quality control inspection process tests consistency in adherence to the Housing Quality Standards and also helps to determine if inspectors require additional training.

## **Verification Process**

This indicator will be rated by HUD on the PHA's SEMAP certification. An agency can earn a maximum of 5 points for this indicator, if the review confirms that:

- ◆ A sample of assisted units were quality control inspected based on the sample size required for the number of units under contract.
- ◆ The sample represents units recently inspected (HQS inspections performed during the 3 months preceding the quality control inspection)
- ◆ The sample represents cross-section of inspectors and neighborhoods

## **Indicator #6 – HQS Enforcement**

The purpose of this indicator is to test the Housing Authority's ability to insure that life-threatening HQS deficiencies are corrected within 24 hours from the date of inspection and that all other HQS deficiencies are corrected within no more than 30 calendar days from the date of the inspection or any HA-approved extension. The indicator also tests whether the Authority has appropriately abated the rent to owner no later than the first of the month following the specified correction period, and if not corrected termination of the HAP contract. This indicator also measures the response of the HA for family caused defects, and whether or not the Authority takes prompt and vigorous action to enforce the family obligations.

## **Verification Process**

This indicator will be rated by HUD on the HA's SEMAP certification. An agency can earn a maximum of 10 points for this indicator if the review confirms that based on a random sample:

- ◆ 100% of life threatening emergencies were completed within 24 hours;
- ◆ 98% of all other cited HQS deficiencies were corrected within no more than 30 days or any HA approved extension;
- ◆ If deficiencies were not corrected within required time frame, the HAP payment was abated no later than the first of the month following the correction period or the HAP contract was terminated or for family-caused defects took prompt and vigorous action to enforce the family obligations.

## **Indicator #7 – Expanding Housing Opportunities**

The purpose of this indicator is to determine whether the housing agency has adopted and implemented a written policy to encourage participation by owners with units located outside areas of poverty or minority concentration; informs rental voucher and certificate holders of the full range of areas where they may lease units both inside and outside of the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.

## **Verification Process**

This indicator will be rated by HUD on the HA's SEMAP certification. An agency can earn a maximum of 5 points for this indicator if the review confirms that:

- ◆ The HA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration; the HA clearly delineates areas in its jurisdiction that the HA considers areas of poverty or minority concentration, and which includes actions the HA will take to encourage owner participation.
- ◆ The HA encouraged participation by owners outside areas of poverty and minority participation.
- ◆ The HA has prepared maps that show various areas, both within and outside of its jurisdiction.
- ◆ The HA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the rental voucher or certificate programs, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration
- ◆ The HA's information packet includes an explanation of how portability works and includes a list of neighboring HA with the name, address and telephone number of a portability contact person at each.
- ◆ PHA has analyzed whether rental voucher and certificate holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, if such difficulties have been found, PHA documentation shows that the PHA has analyzed whether it is appropriate to seek approval of area exception rents in any part of its jurisdiction and has sought HUD approval of exception rents when necessary.

## **Indicator #8 – Payment Standards**

The purpose of this indicator is to determine whether the housing agency has verified and correctly determined adjusted annual income for each assisted family at the time of admission; and annual reexamination.

## **Verification Process**

This indicator will be verified by HUD through the use of payment standard information submitted to HUD on the SEMAP certification form and MTCS gross rents and FMR data. An agency can earn a maximum of 5 points for this indicator if:

- ◆ At least 98% of the families newly leased in the certificate program, excluding over-FMR families, have initial gross rents at or below the applicable FMR or approved exception rent limit, and

- ◆ That the PHA has adopted payments standards which do not exceed the applicable FMR or approved exception rent limit and which are not less than 80% of the current FMR, unless approved by HUD.

Zero points are earned if the random sample demonstrates that more than 2% of the files sample have gross rents that exceed the applicable FMR, or HUD-approved exception rent limits, or the HA's rental voucher program payment.

### **Indicator #9 – Annual Re-Certifications**

The purpose of this indicator is to determine whether the housing agency completes an annual re-examination for each participating family at least every 12 months.

#### **Verification Process**

This indicator will be verified by MTCS reports showing the percent of reexaminations that are more than 2 months overdue. An agency can earn a maximum of 10 points for this indicator if the MTCS report confirms that fewer than 5% of all PHA reexaminations are more than 2 months overdue. Five points can be earned if the report confirms that 5 to 10% of all PHA reexaminations are more than 2 months overdue. Zero points are earned if more than 10% of all PHA reexaminations are more than 2 months overdue.

### **Indicator #10 – Correct Tenant Rent Calculations**

The purpose of this indicator is to determine whether the housing agency correctly calculates tenant rent in the rental certificate program, and the family's share of the rent to owner in the rental voucher program.

#### **Verification Process**

This indicator will be verified by MTCS reports. The reports will demonstrate the percent of tenant rent and family's share of the rent to owner calculations that are incorrect based on data sent to HUD on the HUD-50058 form.

An agency can earn a maximum of 5 points for this indicator if the MTCS report confirms that 2% or fewer of all PHA tenant rent and family's share of rent to owner calculations are incorrect. Zero points will be awarded if more than 2% of all PHA tenant rent and family's share of rent to owner calculations are incorrect.

### **Indicator #11 – Pre-contract HQS Inspections**

The purpose of this indicator is to determine whether newly leased units passed HQS inspection on or before the beginning date of the assisted lease and HAP contract.

### **Verification Process**

This indicator will be verified by the MTCS report which shows the percent of newly leased units where the beginning date of the assistance contract is before the date the unit passed HQS inspection. If 98 to 99 percent of newly leased units passed HQS inspection before the beginning of the HAP contract, the PHA will receive 5 points. If fewer than 98% passed inspection prior to execution of the contract, the PHA will receive 0 points.

### **Indicator #12 – Annual HQS Inspections**

The purpose of this indicator is to determine whether the housing agency inspects each unit under contract at least annually.

This indicator will be verified by the MTCS report, which shows the percent of HQS inspections that are more than 2 months passed due. It should be noted that the 2-month allowance is provided to accommodate a possible lag in the housing agency's electronic submission and not in the completion of the inspection.

### **Verification Process**

This indicator will be verified by the MTCS report, which shows the percent of HQS inspections that are more than 2 months passed due. It should be noted that the 2-month allowance is provided to accommodate a possible lag in the housing agency's electronic submission and not in the completion of the inspection. The PHA will receive 10 points if fewer than 5% of the annual inspections are more than two months late, 5 points if 5% to 10% are more than two months late and, 0 points if more than 10% of annual inspections are more than two months late.

### **Indicator #13 – Lease-Up**

The purpose of this indicator is to determine whether the housing agency entered into HAP contracts for the number of units under budget for the last fiscal year.

### **Verification Process**

This indicator will be verified by the percent of units leased during the last completed HA fiscal year as determined by taking unit-months under HAP contract as shown on the HA's latest approved year-end operating statement, dividing that result by 12, and then dividing that result by the number of units budgeted as shown on the PHA's approved budget for the same fiscal year.

An agency can earn a maximum of 20 points for this indicator if the percent of units leased during the last fiscal year was 98% or more. Fifteen points will be awarded if 95-98% of the units were leased during the last fiscal year. Zero points will be awarded if less than 95% of the units were leased during the last fiscal year.

### **Indicator #14 – Family Self-Sufficiency**

The purpose of this indicator is to determine whether the PHA has enrolled families in the FSS program as required, and the extent of the PHA's progress in supporting FSS by measuring the percent of current FSS participants with FSS progress reports entered in MTCS that have had increases in earned income which resulted in escrow account balances.

#### **Verification Process**

HUD will verify this indicator through the MTCS report that shows the number of families currently enrolled in FSS. This number is divided by the number of mandatory FSS slots based on funding reserved for the PHA through the second to last completed Federal Fiscal Year, or based on a reduced number of mandatory slots under a HUD-approved exception. An MTCS report also shows the percent of FSS families with FSS progress reports who have escrow account balances. HUD also uses information reported on the SEMAP certification by initial PHA's concerning FSS families enrolled in their FSS programs but who have moved.

### **Indicator #15 – Deconcentration**

The purpose of this indicator is to determine what percentage of Section 8 families with children who live in and who have moved during the reporting period, moved to low-poverty census tracts in the PHA's principal operating area.

#### **Verification Process**

This indicator will be verified by the PHA data submitted for the de-concentration bonus and the latest independent auditor annual audit report.

#### **Required Action Plan**

An operational improvement plan is required for any PHA deemed substandard under the Section 8 Management Assessment Program. Upon HUD's confirmation of a substandard score the PHA must prepare a detailed action plan identifying the tasks necessary to improve each failed indicator. HUD may also require an action plan for any individual indicator that does not reach a passing score even if the overall rating of the PHA is standard.

## SECTION 22 HOMEOWNERSHIP

### **General (24 CFR 982.625)**

The Gary Housing Authority will provide current Housing Choice Voucher participants with the option of participating in a Homeownership Program in accordance with the provisions set forth in the final rule issued on October 12, 2000 by the U. S. Department of Housing and Urban Development, the plan set forth herein and any future notices issued by HUD.

### **Program Set-Aside**

The number of Housing Choice Vouchers that will be made available for the homeownership program will initially be limited to 1-25 Vouchers. The number may be increased based on the success of the program, staff capacity, and availability of Vouchers.

### **Eligibility Criteria (24 CFR 982.627)**

The following criteria shall be established to determine eligibility for participation in the Section 8 Homeownership Program:

- The head of the household or spouse must have maintained full time employment continuously for a minimum of one year or be an elderly or disabled family.
- Total annual household income must exceed \$10,500 per year or \$6,800 for an elderly or disabled household and cannot be derived from any form of welfare unless it is an elderly or disabled household.
- No family member can have any ownership interest in any real property.
- No family household member may receive any rental income during any period of homeownership assistance.
- No family member may have a history of any default on a mortgage or other purchase instrument for the past three years prior to receiving assistance under the homeownership program.
- All household members age 18 and older must satisfactorily complete a homeownership counseling and education program prior to approval for participation in the homeowner program.
- The family must be a first time homebuyer. No individual household member may have held title to any property for a period of three years prior to participation in the program.
- An existing Section 8 rental voucher participant cannot convert the rental voucher to a homeowner voucher until such time that the lease expires on the rental unit and all program and family obligations have been met.

- The family may be a participant in the Family Self-Sufficiency program administered by GHA or another similar self-sufficiency program and have satisfactorily met all program goals and objectives, or develop and successfully complete a homeownership plan for a minimum of six months.
- Applicants must have acceptable credit to obtain private mortgage financing and complete a pre-qualification process for a mortgage prior to determination of final eligibility.

### **Homeownership Applications and Waiting List**

GHA will maintain a separate waiting list for Section 8 Homeownership. Prior to being placed on the waiting list for homeownership, applicants must have completed an application for homeownership and been determined eligible in accordance with the criteria stated above. Preference will be given to applicants for homeownership in order, as follows:

1. Applicants who have been pre-qualified for a mortgage that want to purchase any homeownership unit developed under a HUD approved HOPE VI revitalization program;
2. Applicants who have been pre-qualified for a mortgage that want to convert their existing rental voucher to a homeownership voucher;
3. All other applicants who have been pre-qualified for a mortgage.

### **Self-Sufficiency and Homeownership Counseling (24 CFR 982.630)**

GHA will target the homeownership program to current and future participants of the Section 8 Family Self-Sufficiency program and the HOPE VI Self-sufficiency programs provided that Section 8 Assistance will not be used jointly with HOPE VI funds for the same assisted family.

GHA will enter into an Agreement with one or more certified homebuyer counseling agencies to administer the required homeownership-counseling program. Interested households will be referred to the GHA partner for pre-determination of credit worthiness. If it is determined that a household is credit worthy, then a homeownership plan will be developed. If a family is not credit worthy, the family will be referred to the FSS program (if not a current participant) to move the family towards credit worthiness.

### **Issuance of Homeownership Voucher**

Upon successful completion of the homeownership plan, the family will be referred to a participating financial institution and be pre-qualified for an affordable home. GHA will provide the financial institution with the family's estimated homebuyer subsidy for inclusion in the qualification determination.

The family will be issued a homebuyer voucher upon submission of the pre-qualification confirmation from the financial institution. The voucher will be valid for a total of 180 days from the date of issuance. The family must enter into a purchase agreement within the time period allotted. No extensions will be granted.

### **Total Housing Costs**

The total housing costs for the assisted family is defined as principal, interest, taxes, insurance, utilities and a maintenance reserve as determined by GHA. Total housing costs cannot exceed the applicable payment standard under the Housing Choice Voucher Program based on the appropriate bedroom size.

### **Purchase Agreement and Home Inspection**

The voucher family must provide GHA with a copy of the purchase agreement for the selected home. GHA will conduct an inspection and determine compliance with the federal Housing Quality Standards. The family will be provided with a copy of the HQS inspection and will be responsible for correction of any deficiencies.

The family must obtain an independent professional home inspection of the homes' major systems at the expense of the family. The inspection must cover all building systems and components, including foundation and structure, housing interior and exterior and the roofing, plumbing, electrical and heating systems.

If the family is purchasing a new construction home, the home must be fully completed before entering into the purchase agreement and must specify that a closing date will occur not more than 90 days from the date of the purchase agreement.

### **Ownership Title**

The title of the unit to be purchased may be held jointly by one or more members of the assisted household or may be in a cooperative in which one or more members of the assisted household own shares. Town homes, condominiums or other structure types are acceptable as long as a fee simple title can be transferred to the assisted family.

### **Down Payment and Financing (24 CFR 982.632)**

A minimum down payment equal to 3% of the purchase price of the selected home must be required for participation in the program. At least 1% of this requirement must come from the households own funds.

The assisted household is required to secure a private fixed rate thirty year, twenty year or fifteen year fully amortizing mortgage. GHA at its sole discretion may approve seller financing. Any financing with balloon payments is prohibited.

### **Subsidy Payments**

The total tenant payment, tenant rent and housing assistance payments shall be calculated in accordance with all provisions of the Housing Choice Voucher Program. The housing assistance payment will be paid directly to the first mortgage holder on a monthly basis. The family will be responsible for paying their portion of total housing costs directly to the mortgage holder on a timely basis. In addition, the family will be required to establish a restricted savings or checking

account and deposit the required maintenance reserve on a monthly basis. Copies of the maintenance reserve account will be provided to GHA on an annual basis at the time of re-certification.

### **Continuation of Assistance (24 CFR 982.633)**

Section 8 assistance will continue as long as the assisted family resides in the approved home but cannot exceed ten years for a fifteen-year mortgage and fifteen years for a thirty-year mortgage.

If a family defaults on the mortgage the homeownership voucher will automatically convert to a rental voucher and the family will be required to locate an appropriate unit in accordance with all requirements of the Housing Choice Voucher Program. This limitation does not apply to elderly or disabled households.

### **Family Obligations**

Prior to final closing on the purchased unit, the family must execute a statement of family obligations agreeing to comply with the following:

- The household must comply with the terms of any mortgage that secures the debt used to purchase the home and any refinancing of such debt.
- As long as the family is receiving homeownership assistance, the family may not sell, convey or transfer any interest in the home to any family member in the household without the consent of GHA.
- The family must maintain the house as their principal residence as long as they receive Section 8 assistance.
- The family must supply to GHA all information regarding income and family composition on an annual basis in order to determine total tenant payment, tenant rent and subsidy payments.
- The family must immediately notify GHA of any decreases or increases in income and provide all relevant information to conduct an interim re-certification of income.
- The family shall sign an authorization permitting GHA and any lender holding a mortgage to the assisted property to exchange any information related to the household.
- The family must notify GHA immediately of any late payments, delinquent notices or default notices and must agree to participate in default counseling with a designated agency to become current.
- The family must agree to maintain the home in compliance with HQS and local codes at all times and to perform any maintenance which may be required.

- The family must participate in post purchasing counseling and any other related courses as may be required by GHA.

**Termination of Assistance (24 CFR 982.638)**

Assistance may be terminated by GHA for the family's failure to comply with any of the obligations outlined above. All termination actions are subject to the requirements and family rights under the Housing Choice Voucher Program.

## SECTION 23

# MODERATE REHABILITATION PROGRAM

### General

The Moderate Rehabilitation (Mod Rehab) Program was established through the Housing and Community Development Amendment of 1978 to bridge the gap between Section 8 Substantial Rehabilitation and Section 8 Rental Assistance and was intended to upgrade marginally deteriorated existing buildings for use as assisted rental housing.

The overall plan for Moderate Rehabilitation Program is designed to achieve three major objectives:

- To increase freedom of housing choice by providing assisted housing in areas where low-income families have not previously been able to find housing.
- To assist lower income families to remain in areas where private rehabilitation is increasing rents and decreasing the amount of rental housing.
- To supplement a local government's efforts to preserve or revitalize a neighborhood.

### Purpose

The purpose of this section of the Administrative Plan is to establish policies for items, which are not covered under Federal regulation for the Moderate Rehabilitation Program.

This section of the Administrative Plan addresses those items unique to the Section 8 Moderate Rehabilitation Program. Many operational and administrative policies for the Moderate Rehabilitation Program are treated the same as in the Housing Choice Voucher Program. Therefore, if a policy is not specifically addressed in this section of the Plan, then GHA's position on that policy is either already identified in other sections of this plan or otherwise addressed in the federal regulations.

The section also includes guidance for the Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals. The purpose of the SRO program is to provide rental assistance for homeless individuals with substance abuse problems and to provide ongoing rehabilitative and support services for program participants.

### Family Outreach

GHA will be using a combined waiting list for tenant based and project based housing assistance including the Moderate Rehabilitation Program. Therefore, opening of the wait list will be completed in accordance with the policies identified previously in this plan.

GHA will inform families on the waiting list of the Moderate Rehabilitation program opportunities. If there is insufficient interest and response for available units, GHA will advertise for applicants specifically for the Section 8 Moderate Rehabilitations Programs.

### **Income Limitations**

The HA will admit families who are very low-income and low-income to a project (s) which initially became available for occupancy before October 1, 1981.

Projects, which became available for occupancy on or after October 1, 1981, will only admit very-low income families

### **Other Criteria For Admission**

Families whose Total Tenant Payment, computed in accordance with Federal Regulations, exceed the current Gross Rent for the Moderate Rehabilitation unit will not be admitted.

### **Tenant Selection**

GHA will maintain a combined waiting list for the Moderate Rehabilitation and Project Based Assistance Program and will refer applicants to owners of these properties upon notification of a vacancy. Owners remain responsible for tenant selection and may choose to reject referrals from the PHA for reasons related to suitability. The owner must provide GHA in writing with the reasons for rejection of referrals made to Mod Rehab units.

All vacant units under HAP Contract must be rented to eligible families referred by GHA. The owner must be willing to accept applicants from the waiting list to fill eligible vacant units when they meet the owner's selection criteria, in order for the unit to continue to be eligible under the HAP Contract.

The PHA is responsible for obtaining income, asset and allowance information, conducting verifications, and determining tenant eligibility or rent. Applicants already on the waiting list will be requested to fill out a full application to determine final eligibility.

If within thirty days of the owner's notification of the vacancy, GHA is unable to refer a sufficient number of interested applicants on the waiting list, the owner may advertise or solicit applicants and refer the families to the GHA for application, verifications, and eligibility determination.

### **Determining Unit Size**

The size of the families referred to the Moderate Rehabilitation unit will be based on the number of bedrooms available in the unit pursuant to the Subsidy Standard schedule identified previously in this Plan.

When a change in family composition requires a change in bedroom size, the HA will determine whether the unit is overcrowded or under occupied, in which case the owner must offer the family a suitable alternative unit should one be available and the family will be required to move.

If the owner does not have a suitable unit, GHA will refer the family to other available project based assistance units (Mod Rehab or PBA). If the family refuses to accept an appropriate available unit, the family's assistance will be terminated on the last day of the month following the month in which the family rejected the offer of an appropriate unit size.

### **Statement Of Family Responsibility Issuance And Briefing**

After the owner has notified the PHA of a vacancy, the owner has determined tenant suitability, verification has been completed and the family has been determined eligible, the family will be issued a Statement of Family Responsibility for participation in the Moderate Rehabilitation Program.

However, GHA will not issue a Statement of Family Responsibility to the family unless the household representative has attended a briefing. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing if a briefing is scheduled within the next 30 days. Applicants who fail to attend a scheduled briefing, without prior notification and approval of the PHA, may be denied admission based on failure to complete the certification process.

The PHA will conduct the briefing in group or individual sessions and will provide a full explanation of the following:

- Family obligations as stated in the Statement of Family Responsibility and the program regulations;
- Federal, State and local fair housing laws;
- The fact that the subsidy is tied to the unit and the family must occupy a unit rehabilitated under the program;
- The family's options under the program should the family be required to move due to an increase or decrease in family size;
- The advisability and availability of blood lead level screening for children under seven years of age and HUD's requirements for inspecting, testing, and in certain circumstances, abated lead-based paint;
- Information as to the Tenant Rent; and,
- The schedule of Allowances for Utilities and other services.

### **Lease Agreement**

GHA will provide the owner with a Mod Rehab lease agreement as approved by HUD. The owner and the family must execute the lease agreement and provide an executed copy to GHA for the tenant file.

### **Security Deposit Requirements**

The maximum amount of security deposit that can be collected by the owner shall be the greater of one month's Total Tenant Payment or \$50.

### **Housing Quality Standards And Inspections**

In addition to the inspections identified previously in this plan, GHA will conduct a move out or vacate inspection if the owner intends to file a claim for special payment identified in the Housing Assistance Payments contract for the unit. Annual

Annual HQS inspections will be conducted on the anniversary date of the HAP contract for the unit, not on the anniversary date of the tenant lease. Annual inspections will be conducted for all units under a single contract at the same time to facilitate inspection of common areas within multi-unit buildings.

If an owner fails to comply with housing quality standards and other obligations under the Contract, the HA will abate the housing assistance payment for that unit until the owner is in compliance. If the owner fails to meet the compliance requirements within the timeframe specified under the abatement, the project-based assistance for that unit will be terminated.

The termination of the effected unit(s) does not automatically terminate the entire Contract. However, the contract is amended to reduce the number of eligible units to exclude those units for which the owner failed to bring into compliance with the HQS standards.

Upon amendment or termination of a contract, the family may elect to stay in the unit and pay market rent; however, their rental assistance will terminate since the unit does not meet HQS and was removed as an assisted unit under the Contract.

If the family was not at fault and they are eligible for continued assistance, the family may continue to receive housing assistance through the conversion of the Moderate Rehabilitation unit to a Housing Choice Voucher.

The family will be issued a Voucher, which must be used in a non-Moderate Rehabilitation project. The unit continues to count as a Moderate Rehabilitation unit and remains under the Moderate Rehabilitation Annual Contributions Contract (ACC), which provides for such a conversion of unit(s); no amendment to the ACC is necessary to convert to a voucher.

After the family leaves the Program, the converted Moderate Rehabilitation "Voucher" will be reissued to another family on the Section 8 waiting list.

### **Contract Rent Adjustments**

Contract rent adjustments are based on the published annual adjustment factor. The AAF is applied to the original base rent in affect at the time of HAP contract execution. Rent changes will be applied annually at the anniversary date of the HAP contract.

Special rent increases or increases in excess of the allowable annual adjustment may be requested by the owner based on increases in fixed costs.

### **Family Moves**

The Moderate Rehabilitation Program provides project-based assistance, which is tied to the unit under contract. Therefore, if the family vacates the unit, no additional assistance will be available to the family unless the family transfers to another Mod Rehab unit with the approval of GHA and the property owner.

All terminations of lease agreements for cause must be carried out through judicial process under State and local law. The owner cannot terminate or refuse to renew the lease except upon the following grounds:

- Serious or repeated violation of the terms and conditions of the lease;
- Violation of applicable Federal, State or local law; or
- Other good cause.

The owner must serve a written notice of termination of tenancy to the family, which states the date the tenancy shall terminate. Such date must be in accordance with the following guidelines:

- When termination is based on failure to pay rent, the date of termination must not be less than five working days after the family's receipt of the notice.
- When termination is based on other good cause, the date of the termination must be not earlier than thirty days after the notice is served on the family.

The Notice of Termination must contain the following:

- State the reasons for such termination with enough specificity to enable the family to prepare a defense;
- Advise the family that if a judicial proceeding for eviction is instituted, the tenant may present a defense in that proceeding; and
- Be served on the family by sending a prepaid first class, properly addressed letter (return receipt requested) to the tenant at the dwelling unit, or by delivering a copy of the Notice to the dwelling unit.

### **Denial Or Termination Of Assistance**

In accordance with 24 CFR 882.413 GHA may terminate assistance to Mod Rehab participants for the following reasons:

- Failure to comply with all provisions of the lease agreement; and,

- Failure to fulfill all of its obligations under the Statement of Family Responsibility, which include the following:
  - Providing such family income information and records as may be required in the administration of the program;
  - Permitting inspection of its dwelling unit at reasonable times after reasonable written notice;
  - Giving at least thirty days notice in writing to the HA of the family's intention to vacate the unit;
  - Cooperating with the PHA in finding another unit where the family is no longer eligible for the Contract unit it occupies because of a change in family size;
  - Not assigning the lease or subleasing the premises, and;
  - Not providing accommodations for boarders or lodgers.
  - Engaging in drug-related criminal activity or violent criminal activity, including criminal activity by any family member.

Only members listed in Item I on the Statement of Family Responsibility and children born to or adopted by one of these family members are entitled to housing assistance under this program. Any other increases in the family size must be approved by the HA in advance. The family agrees that any persons who move in without permission by be required to leave the unit if the HA determines that the unit has become overcrowded.

### **Zero (\$) Assistance Tenants**

A family's eligibility for housing assistance payments shall continue until the Total Tenant Payment equals the Gross Rent. At that time, the family may remain in the unit and pay market rent. The unit remains under contract and all responsibilities of the owner and family under the contract continue to apply.

Rental assistance will resume if at any time the family notifies the HA that their situation has changed and they are again eligible to receive rental assistance and the HAP Contract is still in effect.

### **Owner Claims For Vacancies, Damages And Unpaid Rent**

According to 24 CFR 882.411 and the contract, owners are entitled to special claim payments for damages, unpaid rent and vacancies under certain terms and conditions. These terms and conditions are specified in the Housing Assistance Payments contract.

The owner will be required to notify GHA that a unit has been vacated. A move out inspection will be conducted if the owner indicates that they intend to file a special claim. The vacate inspection will be completed within 5 days from the owners request and the results of the inspection will be provided to the owner within 5 days from the date of the inspection.

Claims must be submitted within 10 days from the date of the inspection results. Claims received after that date will not be approved.

### **Complaints And Appeals**

Informal reviews do not apply to the Mod Rehab program, as there are no specific applicants for the program. Informal Hearings are available to program participants for denial or termination of assistance. The policy governing hearings for the Mod Rehab Program is the same as the Housing Choice Voucher Program.

## SECTION 24

# PROJECT BASED ASSISTANCE PLAN

### **General**

The Gary Housing Authority will provide Project Based Section 8 Vouchers in accordance with the provisions set forth in CFR Part 983 and the guidance notice issued by the U. S. Department of Housing and Urban Development on January 16, 2001, the plan set forth herein and any future notices issued by HUD.

### **Program Set-Aside**

The number of project based units that will be made available for the PBA Program will be equal to 20% of the total funding available under the Annual Contributions Contract (ACC) for tenant based assistance (Housing Choice Voucher funding), equivalent to 20% of the baseline units established by HUD.

Up to 20% of any new funding increments may also be designated for project-based assistance provided that the funding is not designated for any other special purpose under the Housing Choice Voucher Program.

### **Agency Plan**

Prior to entering into a Housing Assistance Payments Contract for Project Based Assistance, GHA will determine that said contract is consistent with the Annual Agency Plan. Consistency with the Plan will be determined through the existence of circumstances indicating that project-basing of Section 8 assistance, rather than tenant-basing of the same amount of assistance, is an appropriate option and is consistent with the requirements of "deconcentrating poverty and expanding housing and economic opportunities".

To assure consistency with deconcentration of poverty all new project based assistance agreements or Housing Assistance Payments contracts must be for units located in census tracts with poverty rates of less than 20%, unless GHA secures an exception from the HUD.

### **Eligible Housing Units**

GHA will provide project based assistance for new construction, rehabilitation and existing housing based on the criteria established further in this plan.

A housing unit will be considered an existing unit for purposes of the project-based voucher program, if, at the time of selection of the project, the unit requires a maximum expenditure of less than \$1,000 per assisted unit to comply with the Federal Housing Quality Standards (HQS). A housing unit will be considered a rehabilitation unit if the unit requires a minimum of more than \$1,000 per assisted unit to comply with HQS.

All proposed sites for rehabilitation and new construction must meet the site and neighborhood standards as defined in 24CFR 983.6. Ineligible properties include the following:

- Housing for which the construction or rehabilitation is started before execution of the PBA agreement;
- Shared housing, nursing homes, and facilities providing continual psychiatric, medical, nursing services, board and care, or intermediate care;
- Properties within the grounds of penal, reformatory, medical, mental and similar public or private institutions;
- Properties located in the Coastal Barrier Resources;
- Properties located in areas having special flood hazards unless, it is located in an area participating in the National Flood Insurance Program.

Other federal requirements to determine eligibility of units include the following: prohibition from using PBA in units with other assistance under the U.S. Housing Act of 1937 within five years prior to PBA; minimizing displacement as defined in 24CFR983.10; Equal Opportunity and environmental requirements defined in 24CFR983.11 and Uniform Federal Accessibility Standards (UFAS) as defined in 24 CFR Section 8.23,

### **Income Mix**

No more than 25% of the total units in a multi-family development may receive project-based assistance unless the assisted units are made available to elderly or disabled families.

This provision only applies to units assisted with project-based vouchers; there is no limitation on the income of other tenants in a PBA project or on households with tenant-based voucher assistance.

### **Notification of Program Availability**

GHA will accept applications for the PBA program on an annual basis until such time that the full program set-aside has been placed under HAP contract.

The availability of project-based assistance will be advertised in a newspaper of general circulation once a week for three consecutive weeks. In addition, GHA will conduct an owner's workshop to advise all interested parties of the program advantages, proposal requirements, evaluation criteria, tenant selection requirements and other general program requirements.

The following items will be included in the program advertisement:

- The deadline for submission of applications (not less than 60 days from the date of the announcement of availability).
- The total estimated number of units to be selected for assistance.
- The proposal evaluation criteria and timelines for selection of units.

## **Owner Application Requirements**

Property owners responding to the notification of PBA funding must submit an application in the form prescribed by GHA. The application must contain at a minimum the following information:

- A description of the housing including the number of units by size, bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans and estimated date of construction, if applicable. Amenities and other services should also be included in this description.
- Evidence of site control and for new construction, identification and description of the proposed site, site plan and neighborhood.
- Evidence of current zoning or evidence to indicate that rezoning is likely and will not delay the project.
- The proposed contract rent for the project including which utilities are included and for those utilities not included an estimate of average monthly costs for the first year of occupancy.
- A statement identifying all information related to displacement and relocation and identification of the responsible party that will carry out the relocation.
- Identification of the owner and other project principals, investors and other parties that have a substantial interest in the project and information on the qualifications and experience of the principal participants.
- A management and maintenance plan for the project.
- Evidence of financing to support the project.
- Other relevant information as determined by GHA.

## **Program Selection Criteria**

In addition to the criteria identified above under eligible units, the following threshold criteria must be met for an application to be considered for selection for the PBA program.

- The proposed project must not permanently displace any current tenants. Tenants may be temporarily relocated if necessary during rehabilitation of the unit at the expense of the owner.
- Rental levels must not exceed 110% of the Fair Market Rent or any approved exception payment standard and must be reasonable in relation to rents charged in the private market for unassisted comparable units.

- If a unit has been allocated a low income housing tax credit (IRS Code 42) but is not located in a qualified census tract, as defined in the law, the rent levels may be set at any level that is comparable with unassisted market rate units.

Following are the review criteria with associated point values that will be used by GHA in the evaluation process of proposals received under the PBA program. There is no minimum passing score, nor a specific maximum score. Projects will be ranked by score and the highest ranked projects will undergo further review by GHA. The selected projects must comply with all requirements set forth in this plan and all application HUD regulations.

Evaluation Criteria	Points
The proposed housing serves an underserved target population in order of priority: developmentally disabled; other disabled; elderly; and large families.	20
The proposal preserves and rehabilitates historic properties or develops new affordable housing through new construction.	20
The proposal submitted demonstrates a thorough, in-depth, well-planned project meeting all federal requirements and other eligibility criteria.	20
The applicant's qualifications are appropriate for the project under consideration and firm financial commitments are adequately documented.	20
Rental subsidy is necessary for the viability of the project, management of the project is consistent with Section 8 requirements and the degree to which supportive services will be provided to the project.	20
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

Prior to selecting the units for project based assistance, GHA will make a determination that the application is responsive and in compliance with all selection criteria and is otherwise in compliance with HUD program regulations and requirements.

**Establishment of Initial Rents**

The Housing Authority will contract with a State certified general appraiser and establish the rents in accordance with the provisions outlined above or seek approval of proposed rents from HUD for any GHA owned units or HUD insured or co-insured mortgage.

**Rehabilitation Work and New Construction Requirements**

The owner will be required to prepare work write ups, construction specifications and plans upon request as determined appropriate by GHA for rehabilitation and new construction projects. In addition, new construction projects require certification by a design architect that the proposed new construction reflected in the working drawings and specifications complies with housing quality standards, local codes and ordinances and zoning requirements.

The owner is responsible for selecting a responsible contractor for rehabilitation and new construction and said contractor must provide GHA with a non-debarment certification.

An agreement to enter in a Housing Assistance Payments (HAP) Contract will be executed upon satisfactory completion of all requirements identified above. Upon execution of the HAP, the construction period shall commence. The construction period shall be determined in accordance with the approved application and entered into the HAP agreement. GHA will perform regular inspections during the construction period.

Upon completion of construction, the owner must provide GHA with a certificate of occupancy and an owner certification pursuant to 24CFR983.104. GHA will perform a final inspection prior to acceptance of the units and notify the owner of any deficiencies that may exist. The owner will be allotted a time extension if warranted or GHA may reject any units that do not meet program requirements. If deficiencies are not cured in the agreed upon time or the owner fails to complete the work within the timeframe identified in the AHAP agreement, GHA may adjust the number of units to be placed under contract or not proceed with execution the HAP agreement.

### **Housing Assistance Payments Contract**

Upon acceptance of the units by GHA, a Housing Assistance Payments contract for Project Based Assistance for the Housing Choice Voucher Program will be executed in the format prescribed by HUD (52530-A).

GHA will execute all PBA HAP contracts for a period of 10 years, subject to future availability of funding under the ACC with HUD. In addition, the HAP contract will permit two extensions for a period of five years each, based on a determination by GHA that an extension is necessary to achieve long term affordability of the housing.

The HAP contract will provide for annual review of the rental amounts. Adjustments of rents will be subject to the annual adjustment factor provided that the rents charged for the PBA units are comparable to unassisted units in the rental market.

Special rent adjustments above the annual adjustment factor shall also be considered if it is determined that the rent continues to be reasonable. The owner shall be responsible for providing GHA with market comparability data for any special rent increase that is requested.

GHA will provide for vacancy payment under the PBA contract for up to 60 days provided that the vacancy is not the fault of the owner and the owner GHA taken every reasonable action to minimize the likelihood and extent of vacancies.

### **Tenant Selection**

Tenants residing in units selected for the PBA program who otherwise qualify for Section 8 assistance will be placed on the GHA Section 8 waiting list. Owners may also refer applicants to the waiting list based on GHA waiting list policies and selection criteria.

GHA will maintain a combined waiting list for Moderate Rehabilitation and Project Based Assistance, but separate from the tenant based waiting list. Applicants will be referred to available PBA or MR units as they reach the top of the list and units are available.

Admission to PBA units is subject to HUD requirements and 75% of all new admissions on an annual basis must be at or below 30% of median income of the area. The remaining 25% shall have annual incomes between 30% and 50% of median income. An exception to this admission criteria will be made for any continuously assisted family in the Section 8 tenant base program or the Public Housing program who wishes to locate to a PBA unit.

Owners must lease all assisted units to eligible families. Failure to do so will result in a reduction of the units under contract or other legal remedies including suspension or debarment from HUD programs.

After one year of occupancy in a PBA unit, a tenant may move. GHA will convert PBA tenants wishing to move to Housing Choice Voucher participants by providing them with the next available voucher. Housing Assistance payments will continue on the PBA unit until the tenant vacates the PBA unit.

The owner is responsible for screening and selection of tenants in accordance with the written selection criteria approved as part of the original proposal for the PBA program. The owner must promptly notify GHA in writing of the rejection of a family and the grounds for such decision.

If the owner rejects an applicant family who believes the rejection was unlawful discrimination, GHA will assist the family or refer the family to the local Fair Housing Center or the HUD field office.

When a family is selected for a PBA unit, GHA will brief the family and provide them with all required written information and documents identified in 24CFR983.203.

### **Ongoing Activities**

GHA shall administer the PBA program in accordance with all provisions under the Housing Choice Voucher program including issuing of monthly HAP payments, annual re-certification of household composition and income and annual inspection of all units to assure compliance with HQS.

The owner is responsible for managing the units in accordance with all requirements under the approved management plan and the Housing Assistance Payments contract. After initial

occupancy, the owner must immediately notify GHA of any vacancies. GHA will refer a minimum of five families to the owner from its exiting waiting list.

If GHA has not referred an adequate number of applicant families to the owner within 30 days from notification of the vacancy, the owner may advertise and solicit applications from otherwise eligible families. Upon selection of an applicant, the owner will refer the applicant to GHA for processing and briefing.

If a determination is made that the unit does not meet HQS requirements due to overcrowding as defined in the subsidy standards in the GHA Housing Choice Voucher program, then GHA will issue tenant based assistance upon availability.

### **Other Policies**

All other policies stated in the Section 8 administrative plan related to occupancy of Section 8 tenant-based assisted units will apply to Project Based units as appropriate.

## SECTION 25 OTHER SPECIAL PROGRAMS

### **General**

The US Department of Housing and Urban Development periodically provides funding under the Section 8 Housing Choice Voucher Program for special programs. GHA generally will apply for these programs and if successful may have a set aside of special use vouchers that will be administered in accordance with the provisions of the funding notification issued by HUD. The following is a summary description of the special programs currently administered by GHA. Unless otherwise stated, the general administrative requirements of these programs will be the same as stated throughout this Plan.

### **Family Self-Sufficiency Action Plan**

**Goals And Objectives** - The overall goal of the GHA FSS Program is to enable families to become economically and socially independent through the coordination and delivery of existing community services. The GHA approach to administration of an effective FSS Program requires a mixture of creativity and flexibility, in addition to accountability, for both the family and service providers.

The overall plan of the FSS Program is to achieve the following objectives:

1. Introduce FSS to all families who are eligible to participate with the understanding that the commitment to change "begins from within."
2. Implement a needs assessment to identify each family's strengths and barriers; establish interim goals that lay the foundation for the common final goals of each family joining FSS.
3. Establish interagency partnerships to achieve high quality and comprehensive service delivery to all members of a family with long term results.
4. Meet with FSS participants on a yearly basis to review goals and to assess the accountability of the families and the agencies involved.

GHA's standards for completion of the FSS Contract of Participation include:

- to seek and maintain suitable employment.
- to become independent of welfare assistance and remain independent for 12 consecutive months before the FSS Contract expires.
- to be in good standing with no current or anticipated debt to either Section 8 or the Landlord.

**Family Objectives** - The overall plan for the family participating in FSS is to achieve the following objectives:

1. Begin to recognize the connection between self-perceptions and self-imposed limitations. By learning that thoughts can shape and form one's life, the prescription for success is to "begin within."

2. Achieve a greater level of self-discipline, self-esteem and self-motivation by accepting responsibility for decisions and actions.
3. Demonstrate commitment and accountability to the Individual Training and Services Plan in which both goals and barriers are assessed.

**Outreach Procedures** - Recruiting must remain an ongoing effort. FSS is not a one time "take it or leave it" offer. The entire staff is encouraged to promote FSS during daily contact with families. Outreach procedures are objective and provide reasonable opportunity to find out about FSS.

**Recruitment Of Participants** - After the initial Briefing that offers FSS, the Housing Specialist will also offer FSS to every Section 8 participant during his/her initial enrollment and/or recertification. Family Self-Sufficiency staff will explain the benefits of the program to each potential FSS participant who wishes to meet with FSS staff. If the participant desires to enroll in the program, he/she will meet with a Family Self-Sufficiency staff person to complete the Family Self-Sufficiency Assessment Form. An overview of the FSS Contract will be explained and completed during the face-to-face interview.

**Selection Of Participants** - Housing assistance shall not be delayed to an applicant for Section 8 on the basis that the applicant elects not to participate in FSS at the time it is introduced. Families will be recruited from current Section 8 Voucher participants as well as from Project Based Assistance.

**Eligibility For FSS** - Every effort is made to promote the FSS concept to those least likely to participate as well as those already involved in FSS type activities. By using a self-select approach, the emphasis is for families to express a commitment to change by joining FSS.

#### **Eligibility Factors**

1. Families (including individuals) who qualify for any bedroom size will be eligible.
2. As a voluntary program, Section 8 does not screen or select families for participation.
3. In the event a family joined FSS and then left the Section 8 program, later, if they return to the Section 8 program, the family would be eligible to rejoin the FSS Program after a period of 12 months (from the date they left FSS) for good cause. Good cause means circumstances beyond the control of the FSS family as determined by GHA, such as serious illness or involuntary loss of employment. In this situation, no monies in escrow from the previous contract are transferable.
4. In the event a family does not complete their FSS Contract and remains on the Section 8 program, they would be eligible to rejoin the FSS Program after a period of 12 months (from the date the FSS contract expired) for good cause (as defined above).

**Motivational Factors** - Limited motivational screening factors include:

1. Willingness to learn about FSS.
2. Willingness to enroll and participate in the FSS Program.

3. Demonstrated commitment to the Individual Training and Services Plan that establishes short range and long range goals.
4. Willingness to sign a release of information for other agencies to have access to file information.
5. Willingness to provide information and/ or meet with FSS as is deemed necessary regarding the family's participation in FSS.

**Information Assessment** - The FSS staff person will review the Assessment Form with the enrollee to identify client strengths and determine areas of interest. The FSS staff person will evaluate current client support systems and possible educational and training needs. With the FSS focus of achieving economic and social self-sufficiency through employment and continued career development, FSS staff will identify support services that may reduce the dependency of low-income families on welfare assistance and on Section 8.

The topics, which will be explored in the Family Self-Sufficiency Assessment Form, are: Child/Dependent Care, Social Systems, Health, Legal Issues, Budgeting, Transportation, Housing, Education/Training and Employment. These categories have been identified as areas upon which families begin the process of setting goals and developing an individual plan by which to become self-sufficient. Resources and referrals will be provided to FSS participants based upon areas of need identified on the Assessment Form.

**Goal Development And Planning** - With supportive counseling from FSS staff, each participant will be asked to work with FSS to develop an Individual Training and Services Plan by learning to set goals. With a goal being "the end toward which an effort is directed," a family will be asked to decide what he/she wants to accomplish during the five year FSS Contract. The staff person will assist the participant to break down the long term goals into manageable steps. In addition, FSS staff will encourage the family to identify goals that are reasonable and attainable.

In the first year of the FSS contract, the family will be asked to identify 1-2 specific goals in order to start to accomplish the long-range goals of self-sufficiency. Sub-goals will be identified as active steps to lead to the goal to be accomplished during the first year. The participant will receive a copy of the Individual Training and Services Plan and the FSS Contract. The FSS staff person will explain the requirement to meet with FSS staff on an annual basis in order to review completion of the annual goals. The annual review for FSS will likely coincide with the participant's annual recertification.

**Annual Review** - The Family Self-Sufficiency staff will review both HUD's mandatory goals to successfully complete the program and the specific yearly goals relevant to the family as listed on the Individual Training and Services Plan. In addition, the family will be provided with a balance of the current escrow amount. The previous year's goals will be reviewed and the family will work with FSS staff to set goals for the following year. The participant will have an opportunity to amend their long-term goals as needed. The FSS staff person will again assist the participant to set goals that are sufficiently specific and concrete so that the goals are measurable. Available resources will be provided as necessary.

During the Annual Review, the participant will also complete the HUD 50058 FSS Addendum. The participant will be reminded to return the following year to update and review goals until the contract expires or the family completes the FSS Contract (whichever occurs first).

**Incentives - Including Escrow Clarification** - To encourage participation in FSS, every effort will be made to collaborate with other agencies, companies and persons to identify resources that will benefit or enhance a family's life as they progress toward the goal of economic self-sufficiency.

Incentives may include:

1. Identifying volunteer activities in the community relevant to family's goals.
2. Resume service (by referral).
3. Internet access to search for jobs, scholarship and other information.
4. Making job referrals and also references for those families we come to know.
5. Scholarship opportunities, including writing letters of recommendation.
6. At the request of the family, delaying issuance of the Voucher for a period not to exceed twelve (12) months when it allows the family to complete a goal-oriented FSS type activity. By supporting a family's decision to complete a current goal, FSS is laying a foundation for a partnership with both the agencies already providing services and the family. In these cases, the family does not lose their place on the waiting list.
7. Establishing the escrow savings account and allowing interim disbursement of a portion of the family's escrow account during the Contract period for expenses deemed by FSS to be consistent with the goals of the family's Individual Training and Services Plan. Such needs may include, but are not limited to, the following:
  - a. School tuition or other school expenses
  - b. Job training expenses
  - c. Business start-up expenses
  - d. Transportation

The following limitations apply for partial disbursements:

- a. Withdrawals can be made only once during a 12-month period.
  - b. No more than 50% of the total amount in escrow may be withdrawn (exception to this % may be considered).
  - c. When withdrawal is to purchase an automobile, the family must have a minimum of \$ 4000.00 to withdraw 50% or \$2000.00.
  - d. Payment to be made either to the family or to a pre-approved third party when possible.
  - e. Receipt(s) must be submitted after purchase has been made.
  - f. Limit of three payments to be made relevant to transportation.
8. No monthly deposit will be made to a family's escrow account if the FSS family has not paid the family contribution towards rent.
  9. Assistance in completion of various applications for school enrollment and/or funds.

**Consequences Of Noncompliance With FSS Contract Of Participation** - Families are required to meet with FSS staff on an annual basis in order to review progress and/or completion of the most recent annual goals listed on the Individual Training and Services Plan. By use of a Goal Worksheet, a staff person will assess the FSS participant's current situation to set short-term goals with the family for the next twelve months. These short-term goals will be summarized on the Individual Training and Services Plan as part of the family's FSS contract.

The following corrective actions will be taken in order of progression to determine if the FSS Contract will remain in effect:

1. The offer to counsel family to update interim goals and review what activities or services would be appropriate.
2. Notification in writing that supportive services will be withheld until family initiates or follows through on activities consistent with FSS goal.
3. Notification in writing of our intention to terminate FSS Contract will include right to an informal hearing.

Penalties for FSS action to terminate FSS Contract include:

1. Termination of supportive services.
2. Forfeiture of amount in FSS escrow saving account.
3. Family would not be eligible to rejoin FSS Program for a period of 12 months and then only if the family can demonstrate that they are ready to commit to FSS goals and objectives.

PHA will not terminate Section 8 assistance as a consequence of termination of the FSS Contract of Participation. Family may continue to receive Section 8 subsidies according to the terms of the Voucher and Lease/Contract in effect.

FSS and family may mutually agree to terminate FSS Contract. The same terms apply as listed under penalties.

**Interims** - GHA will follow its established policy to determine whether an interim should be completed.

**Portability Of FSS Contract And Escrow Account** - A family participating in FSS becomes eligible for portability of FSS Contract and escrow account 12 months after the effective date of the FSS Contract as long as the family is in good standing with Section 8 and FSS.

1. As the Initial PHA, we will permit the family to continue to participate in our FSS Program if the family demonstrates it can meet its FSS goals and responsibilities in its new location. This option is available when the Voucher is administered by the Receiving PHA. Cooperation of the receiving PHA is needed to confirm accuracy of deposits we would make in the escrow account.
2. As the Receiving PHA, we may absorb the FSS Contract when the Voucher is absorbed. Any monies in the escrow savings account will be transferred from the Initial PHA to the Receiving PHA.

**Contract Completion** - The Family Self-Sufficiency staff will review the family's status relative to the goals listed in the Individual Training and Services Plan and the HUD mandated goals in the FSS Contract to determine whether the family has successfully completed the FSS program. All participants will be asked to complete an Exit Form. Participants who have funds in the escrow account will also complete the Application for Withdrawal of Escrow Accounts form. Upon review of the request for escrow funds, the Family Self-Sufficiency staff will determine whether to recommend that the escrow funds be released to the family.

The staff will process the request for payment of escrow for those participants who have achieved GHA's standards for completion of the FSS Contract as stated above. This is accomplished by working with the family to set annual goals in the Individual Training and Services Plan that encourage the family to move toward personal and program goals of self-sufficiency.

**Networking In The Community** - An FSS program goal is to serve as a connector for families to available community services rather than to serve in the role of traditional case manager. For this reason, it is important to develop a support network of those agencies that have the common purpose of providing supportive services to enable families to achieve self-sufficiency.

**Program Coordinating Committee** - The FSS Program Coordinating Committee will coincide with the Community and Supportive Services Partnership Committee for the HOPE VI Program. This committee includes all service agencies with whom the Authority has partnership agreements for the provision of support services that assist families in working towards economic self-sufficiency.

**Coordination Of Services** - Services and activities under the FSS Program will be coordinated with relevant community services (including training, education and child care) in order to avoid duplication of services and activities.

**Final Goal For Each Family Who Joins FSS** - The head of each FSS family will seek and maintain suitable employment and become and remain independent of welfare assistance for 12 consecutive months prior to the end of the FSS Contract.

1. Definition of "seeking and maintaining employment" - Head of FSS family must apply for employment, attend job interviews and otherwise follow through on employment opportunities.
2. Definition of "suitable employment" - Based on the person's skills, education and available job opportunities within the Charleston County metropolitan area, a job should be analyzed according to the following criteria:
  - a. current level of income
  - b. benefits including health & retirement, and costs involved
  - c. tuition reimbursement
  - d. location of job relevant to source and cost of transportation and day care
  - e. job satisfaction
  - e. potential for advancement

Definition of “minimum suitable employment” – minimum wage x 30 hrs. per week with consideration for extenuating circumstances such as health, child’s health, student status, long range career plan.

3. Verification of welfare free status (as currently defined by HUD) must be provided prior to final withdrawal of escrow account funds.

**Section 26**  
**Gary Housing Authority**  
**Enterprise Income Verification (EIV) Policy**

**General**

In an effort to ensure the correct amount of assistance is provided to eligible families, the Gary Housing Authority will utilize HUD's Enterprise Income Verification System (EIV) as the Agency's preferred method for verifying income for current tenants. The procedures listed in this document are designed to supplement the HUD EIV System PHA Security Procedures. The EIV system and related documents will only be used for purposes for which they were intended. EIV data is subject to the provisions of the Federal Privacy Act U.S.C. § 552 (a). The Freedom of Information Act and related amendments.

In order to provide for proper security for the data received through the EIV system, the following procedures are hereby established.

**Procedures**

***Authorized Users***

1. All EIV users shall be authorized by the Executive Director, or designated staff, on a need-to-know basis. Persons not employed by the Gary Housing Authority shall not be authorized, and only those whose job duties specifically relate to EIV shall be granted access to the systems and related documents.
2. Only the following types of authorized users shall be allowed access to the EIV system by the Executive Director, or designated staff:
  - a. Persons whose job duties include the determination of rental payments.
  - b. Persons whose job duties include securing data obtained under EIV.
  - c. Persons whose job duties include retrieving EIV data.
3. The Agency will have two (2) user administrators and two (2) security administrators to manage and monitor current/continued access.
4. The Executive Director, or designated staff, will provide each user a User Access Form and the user shall apply for a User ID and password as applicable. The Agency's *Acceptable Computer Use Policy* contains provisions specifically prohibiting sharing of User IDs and Password data between users and is therefore hereby incorporated into this document by reference.

5. All users must complete a Rules of Behavior and User Agreement form indicating that they are aware of the safeguards and responsibilities associated with using the EIV system.

### ***Executive Director or Designated Staff's Responsibilities***

The Executive Director or designated staff shall:

1. Serve as the EIV Security Officer.
2. Authorize users for access to EIV systems and data only where necessary, and shall maintain a log of authorized users. The Executive Director or designated staff shall update this log and certify all users on a periodic basis, at least once per calendar quarter.
3. Conduct staff training and/or review EIV security procedures on a periodic basis, to be completed at least annually.
4. Be responsible for determining and reporting any instances of improper disclosure of EIV data and/or unauthorized access of EIV computerized systems.

Upon noting a security breach, the Executive Director or designated staff shall immediately contact appropriate HUD personnel for removal of the offending parties from the EIV system.

5. Monitor EIV procedures to ensure ongoing compliance. Procedures will be updated as needed.

### ***Data Security and Disposition***

1. Staff must assure that a copy of Form HUD-9886-Authorization for the Release of Information/Privacy Act Notice has been signed by each member of the household age eighteen (18) years old or older and is in the household file prior to accessing EIV data.
2. EIV data shall be kept in a secured building, locked office space, restricted area and/or locked, fire-resistant filing cabinet and only those staff members who have been authorized may be given keys and/or access to the data.
3. All employees and contractors who have been issued keys to security rooms or locked spaces should complete a form acknowledging the receipt of the key(s). Locks will be changed whenever an employee leaves the office or Agency.
4. A "For Authorized Personnel Only" or "Warning: Restricted Areas" sign may be posted on the door or in the area of files containing EIV data. All documents and/or file folders/cabinets containing EIV data will be labeled "Confidential" or "For Official Use Only".

5. All employees having access to EIV data will be briefed at least annually on the Agency's EIV security policy and procedures that require their awareness and compliance. A track record will be maintained to document the Security Training for all users attending the briefings.
6. Proper disposition of EIV data shall be performed by cross-shredding to prevent the reconstruction of contents. Large amounts of shredded paper should not be allowed to accumulate in the bin. Staff shall maintain a log of which documents were destroyed and the date of destruction. The records will be securely maintained for at least five years before being destroyed.

### **Discrepancies**

All household income regardless of the source must be reported by the family to the Gary Housing Authority, as specified in the Agency's Admissions and Continued Occupancy Policy (ACOP) and Housing Choice Voucher (HCV) Administrative Plan. The ACOP, the Gary Housing Authority lease, and the HCV Administrative Plan are therefore included in this document by reference. The EIV data will be retrieved and compared to current tenant provided documentation. The tenant-provided documents should be dated within the last sixty (60) days of the reexamination interview appointment date.

Where EIV data is substantially different than tenant-provided income and/or third party reported income, the following shall be observed:

Additionally:

1. In any case where staff has identified an income discrepancy, staff shall submit an additional third-party verification form to the income source.
2. The PHA may **not** take any adverse action based solely on EIV data.
3. Staff shall review historical data for prior patterns of employment, benefit payments, and/or other income source histories.
4. Staff shall discuss the discrepancy with the tenant and the tenant shall be given the opportunity to resolve the discrepancy in **writing** and provide support documentation.
  - a. Although the tenant shall be given the opportunity to resolve the discrepancy, the final arbiter shall be either third-party verification or EIV data, whichever is accurate, unless the tenant can provide documentation that one or both parties' data is incorrect.
  - b. If the tenant is able to produce sufficient documentation of incorrect third-party and/or EIV data, staff shall contact the proper personnel in charge of this data for resolution.

5. Once staff has verified and validated the income discrepancy, they should calculate the tenants retroactive rent due and initiate a repayment agreement and/or any other corrective action, submit a corrected 50058 to HUD, and collect retroactive rent payment(s).
6. All documentation of the results of the third party verification must be in the tenant files.
7. If it has been determined that the family committed willful and intentional fraud. Gary Housing Authority may require the family to repay the entire amount or have its assistance terminated since willful intent to defraud is a violation of the lease agreement, the ACOP, and the HCV Administrative Plan.

**The Housing Authority of the  
City of Gary, Indiana**

**Statement of Policies Governing  
Admission to and Occupancy Of  
Low Rent Public Housing**

Adopted Resolution No. 2007-2022  
Last Revised: August 9, 2007

# **Housing Authority of the City of Gary, Indiana** **Admissions and Continued Occupancy Policy**

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# SECTION 1

## STATEMENT OF POLICIES AND OBJECTIVES

### 1.1 Compliance with Civil Rights Laws

**1.1.1.** It is the policy of the Gary Housing Authority to comply with all applicable laws relating to Civil Rights, including:

- a) Title VI of the Civil Rights Act of 1964 (24 CFR § Part 1);
- b) Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988). (24 CFR § Part 100);
- c) Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 (24 CFR § Part 8);
- d) The Age Discrimination Act of 1975 (24 CFR § Part 146);
- e) Title II of the Americans with Disabilities Act;
- f) Any applicable State laws or local ordinances; and
- g) Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

**1.1.2.** The Gary Housing Authority shall not discriminate in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the Housing Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof (24 CFR § 100.5).

**1.1.3.** The Gary Housing Authority shall not:

- a) Deny any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs;
- b) Provide housing which is different from that provided others;
- c) Subject a person to segregation or disparate treatment;
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- e) Treat a person differently in determining eligibility or other requirements for admission;
- f) Deny a person access to the same level of services.

## 1.2 Deconcentration of Poverty

It is the policy of the Gary Housing Authority to provide for deconcentration of poverty and income mixing by bringing higher income tenants into lower income developments and lower income tenants into higher income developments.

### **Established Income Range**

GHA shall conduct an annual analysis of the incomes of the families residing in “covered developments,” as defined below, to determine the established income range (EIR). The EIR will determine which developments require income mixing for the twelve-month period following the analysis. The income analysis shall be conducted as follows:

Step 1 - GHA shall determine the average household income for all covered developments by taking the aggregate total of all household income and dividing by the total occupied households.

Step 2 - GHA shall then determine the average income of each covered development by taking the total of all household income in that development and dividing by the total occupied units in that development.

Step 3 – The established income range (EIR) shall be calculated as 85% to 115% of the aggregate average household income for all covered developments.

Step 4 – The average household income for each covered development shall then be compared to the EIR to determine if the development is low income or high income.

A low income development shall be defined as those developments whose average household income is below the lowest point of the EIR (85%). A high income development shall be defined as those developments whose average household income is above the highest point of the EIR (115%).

The income profile of each development outside the EIR range shall be explained and justified in GHA’s Annual Agency Plan. Those developments where the income profile cannot be justified shall be targeted for deconcentration and income mixing using the following strategies:

**Revitalization Strategies** - Certain public housing developments will be redeveloped as “mixed income” properties as defined further under Section 5, C (4) (d). These new “mixed income” properties will utilize a “floating unit” concept that will designate income eligible households based on an approved unit mix. Under this new approach, a maximum number of households at varying income levels are designated for the development. However, specific units are not identified by housing type or income level. A detailed mixed-finance proposal will be developed for each applicable GHA property. Upon approval by the Department of Housing and Urban Development of each mixed-finance proposal, the corresponding unit types and household income mix will be identified and incorporated under this Deconcentration Policy.

**Improvement Strategies** – Additional investment and improvements will be targeted to those developments with average income below the established income range.

**Tier II Preferences** – To further deconcentration efforts, Tier II preferences as described under Section 4(B) have been implemented. The intent of the Tier II preferences is to attract higher income households to the developments, thus reducing the level of concentration of very low income households.

### **Exempt and Covered Developments**

Public Housing developments shall be exempt from the deconcentration and income-mixing provisions outlined above based on the following:

- The development has fewer than 100 public housing units.
- The development has been designated and approved by HUD as a development that houses only elderly persons, or persons with disabilities, or both.
- All units in the development have been approved for demolition or conversion to tenant-based assistance.
- The development includes public housing units operated in accordance with a HUD approved mixed-finance plan using HOPE VI or public housing funds awarded before January 22, 2001.

“**Covered Developments**” are all developments that do not meet any of the deconcentration exemption criteria, as provided by HUD, and as listed above.

## **1.3 Addressing Barriers to Equal Housing Opportunities**

**1.3.1** In accordance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act of 1988 as amended, the Gary Housing Authority will make reasonable accommodations to permit people with disabilities to take full advantage of the housing program.

**1.3.2** Reasonable accommodations shall include relocation of persons with disabilities to appropriate accessible units if available. If an appropriate unit is not available, persons with disabilities may request that GHA make reasonable accommodations in accordance with all provisions of the law.

**1.3.3** In making reasonable accommodations to existing housing programs (24 CFR § 8.24) for otherwise qualified persons with disabilities, the Gary Housing Authority is not required to:

- a) *Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)]; or make structural alterations when other methods can be demonstrated to achieve the same or similar effect [24 CFR § 8.24 (b)];*

- b) Make structural alterations that require the removal or altering of a load-bearing structural member [24 CFR § 8.32 (c)];*
- c) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26];*
- d) Take any action that would result in a fundamental alteration in the nature of the program [24 CFR § 8.24 (a) (2)]; and*
- e) Take any action that would result in an undue financial and administrative burden on the Authority [24 CFR § 8.24 (a) (2)].*

#### **1.4 Office, Facility, and Program Accessibility**

GHA will make every effort to assure that its offices, facilities and programs are accessible to persons with a full range of disabilities. If offices, facilities and programs are not accessible, alternate arrangements will be made, subject to the undue financial and administrative burden test.

Documents and presentations intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. For applicants or residents who have limited reading skills, staff will read and explain documents that are normally handed out to be read or completed (24 CFR § 8.6).

At the point of initial contact, the Gary Housing Authority staff will ask all applicants whether they require some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, enlarged printed materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials. Should an alternate form of communication be required, applicant must provide GHA prior notification (24 CFR § 8.6).

Staff will be trained to provide examples, verbally and in written format, of complicated concepts such as eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance to enable applicants with learning or cognitive disabilities to understand as much as possible. (24 CFR § 8.6).

**At a minimum the Gary Housing Authority will prepare the following information in clearly written and accessible formats:**

- a) Marketing and informational materials;**
- b) Information about the application process;**
- c) The application form;**
- d) All form letters and notices to applicants and residents;**
- e) General statement about reasonable accommodation;**

- f) Orientation materials for new residents;**
- g) The lease and house rules;**
- h) Guidance or instructions about care of the housing unit;**
- i) Information about opening, updating or closing the waiting list, and**
- j) All information related to applicant's rights.**

## **1.5 Marketing and Informational Materials**

**1.5.1** The Gary Housing Authority will conduct outreach activities as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts are determined by the level of vacancy at GHA sites, availability of units through turnover, and waiting list characteristics. The Gary Housing Authority will periodically assess these factors in order to determine the need for and scope of any marketing efforts.

**1.5.2** Marketing and informational materials will be subject to the following:

- a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, and other requirements. (24 CFR § 110);
- b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- c) Marketing materials will make clear who is eligible: low income individuals, families who may be elderly and or disabled, and families eligible because of mixed income requirements;
- d) Marketing material will be written in simple, clear language;
- e) Marketing materials will clearly describe the Gary Housing Authority' responsibility to provide reasonable accommodations to people with disabilities; and
- f) An effort will be made to target all agencies that serve and advocate for potentially qualified applicants (*e.g.* the disabled, to ensure that accessible/adaptable units are used by people who can best take advantage of their features).

## SECTION 2 ELIGIBILITY FOR ADMISSION

### 2.1 Eligibility Requirements

1. The Gary Housing Authority will admit only eligible applicants.
2. An applicant is eligible by meeting all of the following criteria:
  - a) Is a family or a single person, as defined in this policy (24 CFR § 5.403);
  - b) Heads a household in which at least one member is either a citizen or an eligible immigrant (24 CFR § 200, and §5.500 through 5.528);
  - c) Has an Annual Income at the time of admission that does not exceed the income limits for admission as established annually by the U. S. Department of Housing and Urban Development [(24 CFR § 5.405(a)].
  - d) Provides a Social Security number for each family member age 6 years or older, or certifies that a household member does not have a Social Security number. However a Social Security number must be provided at the next regular scheduled reexamination (24 CFR § Part 5);
  - e) Meets the provisions as defined under the screening criteria in this policy.

### 2.2 Ineligibility for Admission

**Persons are not eligible for housing assistance and will not be placed on the waiting list if the applicant or members of the applicant household have a documented history of any of the following circumstances:**

- 2.2.1 Has any outstanding balance owed to GHA under the public housing or Section 8 program for previous participation in these programs;
- 2.2.2 Is subject to a lifetime registration requirement under the Indiana sex offender registration program;
- 2.2.3 Meets any of the following criteria as established under the *One Strike and You're Out Policy*; unless applicant presents evidence of rehabilitation as outlined in paragraph C below.
  - a) Any member of an applicant household has been evicted from public housing or a Section 8 assisted unit because of criminal or drug-related criminal activity within three years of the application date. Drug-related criminal activity is defined as “the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance” (42 USC 1437d).
  - b) The Authority determines that there is reasonable cause to believe that such member’s illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of GHA property by residents and employees.

- c) Individuals convicted of manufacturing or producing methamphetamine (speed). See Section 428 of the FY 1999 HUD Appropriations Act that amends section 16 of the USHA to add a new subsection (f).

## **2.3 Consideration of Rehabilitation**

When making determinations concerning applicant eligibility, GHA may consider whether the applicant household member in question can demonstrate that:

1. They have successfully completed a supervised drug or alcohol rehabilitation program and are no longer engaging in illegal use of a controlled substance or abuse of alcohol; or
2. They have been otherwise rehabilitated successfully and are no longer engaging in illegal use of a controlled substance or abuse of alcohol; or
3. They are participating in a supervised drug or alcohol rehabilitation program and are no longer engaging in illegal use of a controlled substance or abuse of alcohol; or
4. For persons who previously have been evicted from public housing for drug-related criminal activity, that the circumstances leading to the eviction no longer exist (**42 USC 1437d**).

## SECTION 3 PROCESSING OF APPLICATIONS

**GHA accepts and processes all applications in accordance with applicable HUD Regulations.**

### **3.1 Application Process**

Applications will be available and can be completed at all developments. Additionally, applications may be picked up at the Gary Housing Authority central office.

A two step application process will be utilized as follows:

1. **Preliminary application:** A preliminary application form will be completed by each household applying for housing. The information provided on the pre-application form will be utilized for placement of the applicant on the waiting list. No information will be verified at this time. A preliminary eligibility determination will be made and applicants will be placed on the waiting list, based solely on the self-certification on the pre-application form. Incorrect or false information provided on the pre-application form will affect the applicant's ability to obtain housing at the formal application stage.
2. **Formal application:** A formal application will be required at the time that the applicant nears the top of the waiting list for those developments that the applicant has selected. "Near the top of the waiting list" shall be considered as 120 days from which GHA estimates that an appropriate unit will become available. At this time, the applicant must appear for an interview at the designated site to complete the formal application. A formal eligibility determination will be made upon completion of the formal application process.

### **3.2 Waiting List Management**

**Site Based Waiting Lists** - GHA will utilize site based waiting lists for each public housing community. Applicants must select a desired site and may only apply to an unlimited number of sites any given time. Different sites will have distinct tenant selection criteria based on the type of site as identified further in this policy.

1. Applicants who are apparently eligible shall be placed in order on their designated site waiting list as follows:
  - a) Applicants with preferences for the designated site to which they apply
  - b) Applicants with no preferences for the designated site to which they apply
  - c) Applicants with preferences for other sites
  - d) Applicants with no preferences for other sites

2. Each group of applicants identified in (B1) shall be placed in further order by bedroom size and date and time of application.
3. GHA will update the waiting list at least once a year by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone and mail.
4. At the time of placement on the waiting list, applicants will be notified of their eligibility, their preference categories, if applicable and the approximate length of time before a unit is expected to become available. GHA will also advise families at this time, of their responsibility to notify GHA when their circumstances, mailing address or phone numbers change.
5. Applicants who do not meet the eligibility criteria based on the self-certification information provided on the pre-application, will be informed in writing that they appear to not be eligible for placement on the waiting list. Ineligible applicants will be informed of the reason for the determination of ineligibility and provided an opportunity for an informal hearing, provided that they request such hearing within 14 days from the date of mailing.

### **3.3 Opening and Closing Waiting Lists:**

1. GHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. GHA may elect to close a waiting list completely; close a list during certain times of the year; or restrict intake by preference, type of project, by bedroom size, or type of dwelling unit.
2. Decisions about closing the waiting list will be based on the number of applications available for a particular size or type of unit, the number of applicants who qualify for a preference, and the ability of GHA to house an applicant in an appropriate unit within a twelve month period. GHA will publicly announce any decision to close a waiting list, restrict intake, or re-open a waiting list.
3. During the period when the waiting list is closed, GHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.
4. GHA will post notices at each site office advising the public of the status of the waiting list for that site. Thirty days prior to re-opening a designated waiting list that was previously closed, GHA will publish a notice in a newspaper of general circulation advising the public of the opening of the waiting list for that site and the process for accepting applications.

## **SECTION 4 PREFERENCE SYSTEM**

### **4.1 Local Preferences for New Admissions for All Communities**

All applicants shall be provided the opportunity to claim a local preference at the time of initial application or at any time while on the waiting list. Preferences shall be applied based on a “lumping” method, meaning that all preferences have equal weight. Applicants will receive the same priority for placement on the waiting list regardless of which or how many preferences are claimed.

Local preferences are defined as follows:

1. **Live/Work in GHA’s Jurisdiction** – A person who lives and/or work in the City of Gary, Indiana. All applicants claiming this preference will be given priority over those not claiming the preference.
2. **Employment** - applicants whose head or co-head has been employed for a minimum of 90 days at the time of application in a permanent position of not less than 20 hours per week or applicants whose head or co-head is unable to work because of age or disability as defined under [24 CFR 982.207 (b)(2)]. Applicants who do not meet this requirement at the time of initial application but later qualify may claim this preference at any time upon completion of 90 days of employment while on the waiting list.
3. **Job Training** - applicants whose head or co-head are enrolled in a formal recognized job training program (as defined by federal regulations under the income exclusion provisions). Applicants who do not meet this requirement at the time of initial application but later qualify may claim this preference at any time when enrolling in a formal recognized job training program while on the waiting list.
4. **Veterans and Veterans’ Family** – applicants who have served in the armed forces or families of those who have served in the armed forces.

### **4.2 Near Elderly Preference for All Communities**

If the waiting list contains no eligible elderly applicants, or none of the elderly applicants is interested in moving into available units, and GHA has conducted outreach to attract elderly families, “near elderly” families will be admitted to those developments designated as elderly only developments prior to “other singles”. “Near elderly” applicants are defined as those applicant whose head, co-head or sole member is at least 55 year old but under 62 years of age.

### **4.3 Change in Preference Status While on the Waiting List**

**Applicants are responsible for contacting GHA when the family experiences a change in the circumstances that qualifies applicants for a housing preference. Upon such notification, GHA will review the family’s preference status and adjust their position on the waiting list accordingly. GHA will inform applicants in writing of how the change in status has affected the family’s place on the waiting list.**

## **SECTION 5**

### **UNIT TYPE AND SIZE STANDARDS**

#### **5.1 Bedroom Size and Unit Assignment**

In selecting an applicant for a particular unit, GHA will match the characteristics of the applicant family with the type of unit available. Applicant households will be matched to units according to family size and general occupancy standards with discretion permitted to accommodate family circumstances and family choice. GHA's unit size standards have been designed to assist as many families as possible without overcrowding the units and to make every effort to minimize vacancies.

1. GHA has established guidelines for determining the bedroom size assigned to applicant households based on the following criteria:
  - a) Generally, two persons shall be assigned to each bedroom,
  - b) Head and Co-Head shall share a bedroom;
  - c) Children of the same sex shall share a bedroom regardless of age;
  - d) Children of opposite sex, with the exception of infants and toddlers under age 5, shall not share a bedroom.
  - e) Children, with the exception of unborn children and infants under two years of age, shall not share a bedroom with parents;
  - f) Live-in aides (as defined by federal regulations) shall not share a bedroom except with their family members, if applicable.
  
2. **The following table shall serve as the guide in assigning applicants to the waiting list and determining unit size for changes in family composition for existing residents.**

## MINIMUM-NUMBER-OF-PERSONS-PER UNIT ASSIGNMENT STANDARD

NUMBER OF BEDROOMS	MAX PERSONS/UNIT	MIN PERSONS/UNIT
<b>0BR</b>	<b>1</b>	<b>1</b>
<b>1BR</b>	<b>2</b>	<b>1</b>
<b>2BR</b>	<b>4</b>	<b>2</b>
<b>3BR</b>	<b>6</b>	<b>3</b>
<b>4BR</b>	<b>8</b>	<b>6</b>
<b>5BR</b>	<b>10</b>	<b>8</b>

### **3. The following criteria will apply to allow for modifications of the unit assignment standards:**

- a) The following standards will not be modified, unless it is a case of reasonable accommodations for a person with disabilities.
  - 1) Two children of the same sex, regardless of age, will be required to occupy the same bedroom.
  - 2) An unborn child will be counted as a person in determining unit size. A single pregnant woman shall be assigned to a one bedroom unit, based on the general criteria of infants sharing with a parent.
  - 3) Children who are temporarily away from the home because of placement in foster care, kinship care or away at school will be considered in bedroom size.
  - 4) A single person who is not an elderly, disabled, or displaced person, or the remaining member of a resident's family, will not be provided a housing unit with two or more bedrooms [24 CFR 5.405(c)].
  - 5) An elderly or disabled person may receive a unit with two or more bedrooms when assisted by a live-in aide or for purposes of reasonable accommodation.
  - 6) A displaced single person (as defined in 24 CFR 5.403) will not be provided a housing unit with two or more bedrooms.
  - 7) A remaining family member may occupy a unit with two or more bedrooms if the unit in which they reside is larger than a one bedroom unit. However, upon re-certification, the remaining family member is subject to the unit size standards and will be housed according to the appropriate bedroom size.
- b) The following modifications may be allowed at the request of the family. A family may ask for any of the modification listed below for purposes of more appropriately matching a unit to their circumstances (especially when doing

so will expedite housing). Any requests by the family must be in writing and will be documented in their applicant/housing file. GHA staff will assist with the written request as needed.

- 1) Persons of different generations (parent, child, grandparent) or opposite sex (other than husband and wife) may occupy the same bedroom.
  - 2) Two children of the opposite sex, regardless of age, may share a bedroom
  - 3) A single head of household parent may choose to share a bedroom with his/her children.
3. Under these unit standards, applicant households may be eligible for more than one bedroom size. In such instances, the family may wait for both bedroom sizes. For example: A mother with an infant chooses a one bedroom unit over a two bedroom unit to be housed quicker. At any time while on the waiting list, an applicant may remove their request to modify occupancy standards to be housed in a smaller unit. This action will not be considered a refusal of housing.
  4. GHA will make every available effort to comply with City Code and Ordinances when ever possible.

## **5.2 Accessible Units**

When an accessible unit becomes vacant, GHA shall offer such unit:

1. First to a current resident of the same development, or other GHA developments, having disabilities that require the accessible features of the vacant unit and who are currently occupying a unit without such features, or if no such occupant exists, then;
2. Second, to an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant unit; or if no such applicant exists, then;
3. Third, to an applicant not having disabilities that require the accessible features of the unit. However, when offering an accessible unit to such applicant, the applicant must agree to move to a non-accessible unit if GHA identifies a family in need of the accessible unit (24 CFR § 8.27).

## **5.3 Designated Units**

1. Designated units will be first offered to applicants whose household characteristics “match” those of the vacant unit available.
2. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing ahead of families higher on the list with an earlier application date.

3. If there are no “matching” families on the waiting list, the unit will be offered to the family at the top of the waiting list for the appropriate bedroom size unless admission is restricted to only the designated population.
4. Listed below are four types of designated units. When such matching is required or permitted by law, GHA will give preference to the families described below.
  - a) *Units designated for elderly families (implementing regulations at 24 CFR § 945.201, 945.105, 945.203, and 945.303) **only elderly families will be admitted to such units or buildings covered by an approved Allocation Plan.***
  - b) Units designated for disabled families (implementing regulations at 24 CFR § 945.105, 945.201, 945.203, 945.205, and 945.303) **disabled families will receive a preference for admission to units that are covered by an approved Allocation Plan.**
  - c) Mixed Income units – **units designated for households with certain income requirements under other federal regulations such as the Low Income Housing Tax Credit units, Bond Financed units, HOME units. Only families meeting the income requirements for these units will be admitted.**

## SECTION 6

### EVALUATING FINAL ELIGIBILITY

#### 6.1 Applicant Interviews and Verification Documents

1. **GHA will schedule applicant interviews as families approach the top of the waiting list. In this interview, the following items will be verified to determine qualification for admission into public housing:**
  - a) Family composition and type (Elderly/Disabled/Non-elderly)
  - b) Annual Income
  - c) Assets and Asset Income
  - d) Allowance Information
  - e) Preferences
  - f) Social Security Numbers of all Family Members
  - g) Information Used in Applicant Screening
  - h) Citizenship or eligible immigration status

2. **GHA will verify applicant claims by: a written third party verification; phone verifications with the results recorded in the applicants file with staff signature; or, if no other form of verification is available, applicant certification. Applicants must sign releases, verification consent forms, and otherwise cooperate fully in obtaining or providing the necessary verifications.**

**If written third party verification cannot be obtained, the file shall be documented stating the reason why a third party verification was not obtained.** (24 CFR § 960.259)

3. Verification of citizenship or eligible immigration status shall be carried out pursuant to (24 CFR § 5.512) using the Immigration and Naturalization Service's (INS) SAVE system and, if needed, a manual search of INS records. Assistance to a family may not be delayed or denied on the basis of ineligible immigration status of a family member if the INS appeals process has not been concluded [24 CFR §5.514(b)].
4. **Applicants reporting zero income must complete a "survival" form. In addition, applicants will be asked about the status of any application or benefits through temporary assistance programs ("zero income" applicants who are admitted must submit "survival" forms on a monthly basis.)**

## **6.2 Applicant Screening Criteria**

- 1. GHA will determine the acceptability of applicants based on the following screening criteria established in accordance with HUD's regulations (24 CFR Part 960). GHA will preclude admission of applicants whose habits and practices may be expected to have a detrimental effect on other residents or the development's environment. Applicants must demonstrate the ability to comply with essential provisions of the lease as summarized below. Applicants will be denied admission if unable to demonstrate ability to meet these requirements.**
- 2. All applicants must demonstrate through an assessment of current and past behavior the ability:**
  - a) To pay rent and other charges as required by GHA in a timely manner;**
  - b) To care for and avoid damaging the unit and common areas;**
  - c) To use facilities and equipment in a reasonable way;**
  - d) To create no health, or safety hazards, and to report maintenance needs;**
  - e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;**
  - f) Not to engage in any activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff;**
  - g) To comply with necessary and reasonable rules and program requirements of HUD and GHA;**
  - h) To successfully complete a self-sufficiency program in accordance with the Individual Service and Training Plan under the HOPE VI Community and Supportive Service program, if applicable;**
  - i) To comply with health and safety codes; and,**
  - j) To be gainfully employed, in job training and/or in search of employment provided that the applicant is not elderly or disabled.**
- 3. Applicants will be denied admission if there is a documented record of any of the following during the three year period preceding application:**
  - a) Criminal activity involving crimes of physical violence to persons or property;**
  - b) Criminal acts which would adversely affect the health, safety or welfare of other tenants including any and all drug related activity;**
  - c) Previous termination from the Section 8 Housing Assistance program for violation of family obligations under the certificate or voucher;**
  - d) Previous eviction from Public Housing for violation of the lease agreement;**
  - e) Documented history of any criteria established previously in this policy.**

4. Applicants will be denied admission if GHA discovers that the applicant has intentionally misrepresented or failed to report any facts which are necessary to determine eligibility and/or suitability for admission to public housing.

### **6.3 Authorization**

1. The applicant's signature on the HUD "release of information and privacy act form" authorizes GHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance. This includes obtaining arrest information in order to determine the likelihood of lease compliance.
2. Information requested for applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application. Any costs incurred to complete the application process and screening must be paid by GHA.
3. Screening factors used in the application process include, but are not limited to criminal background checks (including arrest history) credit check, payment history for utility charges, prior landlord history, and a home visit. Failure to meet the requirements of these "checks" will result in applicant rejection.

### **6.4 Notification**

1. Applicants determined eligible and suitable for admission will be notified by mail. This notice will include the approximate date of occupancy.
2. Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from GHA, stating the basis for such determination. GHA shall provide such applicants with an opportunity for informal review of the determination and to present mitigating circumstances. The informal review for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process [24 CFR § 960.207(a)].
3. In addition to mitigating circumstances, applicants who are known to have a disability and have been determined eligible but who fail to meet the screening criteria, will be offered the opportunity to have their cases examined to determine whether reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.
4. Residents relocated under the HOPE VI Program who are not qualified for re-occupancy in a new HOPE VI community may invoke the Public Housing Grievance process.

## **SECTION 7**

### **VERIFICATION PROCEDURES**

General [24 CFR Part 5, Subparts B, D, E and F; 982.158; 24CFR Part 5.617]

All factors affecting eligibility for the Public Housing Program and calculation of total tenant payment, tenant rent and housing assistance will be verified by GHA. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information upon request by GHA. Verification requirements are designed to maintain program integrity. This section explains the procedures and standards for verification of income, assets, allowable deductions, family status, and changes in family composition. GHA will obtain proper authorization from the family before requesting information from independent sources.

#### **7.1 Methods of Verification And Time Allowed [24 CFR 982.516]**

All required information will be verified using four methods of verification, Third-Party Written, Third-Party Oral, Up Front Income Verification (UIV), and Review of Documents. Third Party Verification of Income and allowances must be obtained, or the file must be documented why third party verification was not available. GHA staff will explain the types of information that the GHA will verify during interviews, and the methods of verification the GHA will use, including upfront income verification (UIV) and computer matching.

**Up Front Income Verification** - This method requires the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. The types of income that may be verified using upfront income verification (UIV) are:

- (1) Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services.)
- (2) Unemployment Compensation
- (3) Welfare Benefits
- (4) Social Security Benefits (including Federal and State benefits, Black Lung benefits, dual benefits.)
  - (a) Social Security (SS)
  - (b) Supplemental Security Income (SSI)

Other income types (i.e., child support, pensions, etc.) should be verified using upfront income verification techniques if the resources are available.

Available Upfront Income Verification Techniques that will be used by GHA are:

- (1) Computer matching agreements with a federal, state, or local government agency, or a private agency;
  - (2) Use of HUD's Tenant Assessment Subsystem (TASS); or
  - (3) Submit direct requests for income verifications to a federal, state, or local government agencies or a private agency.
- **Third-Party Written** – This method requires a written document to be sent to the source of the verification and a written response to be received via facsimile or mail service. Hand carried third party verifications are not acceptable. Verifications received electronically directly from the source are also considered third party written verifications.
  - **Third-Party Oral** – This method requires an authorization form signed by the applicant or participant to be sent to the source of the verification and a GHA staff member verifies by telephone the required information and records such information on the required verification forms.
  - **Review of Documents** – This method is used for documents that are hand-carried by the applicant or participant and copied at the GHA office or reviewed by staff with the information recorded and certified by staff on the requisite forms.

Self-certification or self-declaration forms from the applicants or participants are not acceptable methods of verification.

GHA will allow two (2) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method identified above. The file must be documented as to why third party written verification was not used.

Verifications may not be more than 120 days old at the time of issuance of a voucher to a program applicant or a program participant. Therefore, a re-certification must be completed prior to issuance of a voucher for any program move in which the last re-certification was completed more than a 120 days prior to issuance of the voucher.

#### **Release of Information [24 CFR 5.230]**

All adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance based on violation of the family obligation to supply any information and to sign consent forms.

## **Computer Matching**

Where allowed by HUD and/or other State or local agencies, computer matching will be utilized to verify required information. When computer matching results in a discrepancy with other information obtained from other sources, GHA will follow up with the family and verification sources to resolve the discrepancy. If the family has unreported or underreported income, appropriate action will be taken including termination of assistance, if warranted, in accordance with other sections of this plan.

## **HUD Income Discrepancy Program**

HUD is precluded from disclosing information from the Internal Revenue Service (IRS) to GHA. However, if HUD receives information from federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the PHA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the PHA in writing that the family has been advised to contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters.

When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA, after 40 days following the date of notification, will contact the tenant by mail, asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

When the family provides the required information, the PHA will verify the accuracy of the income information received from the family, review the interim re-certification policy, identify unreported income, charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

If the participant fails to respond to GHA, GHA will ask HUD to send a second letter. After an additional 40 days, GHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.

If the tenant claims a letter from HUD was not received, GHA will ask HUD to send a second letter with a verified address for the tenant. After 40 days, the PHA will contact the tenant family. After an additional 40 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the PHA and/or sign forms.

If tenant does receive a discrepancy letter from HUD, The PHA will set up a meeting with the family. If the family fails to attend the meeting, the PHA will reschedule the meeting. If the family fails to attend the second meeting, the PHA will send a termination warning. The family must bring the original HUD discrepancy letter to the PHA.

If tenant disagrees with the tax data contained in the HUD discrepancy letter, the PHA will ask the tenant to provide documented proof that the tax data is incorrect. If the tenant does

not provide documented proof, the PHA will obtain proof to verify the Federal tax data using third party verification.

### **Items To Be Verified [24 CFR 982.516]**

The following information must be verified to determine initial program eligibility, to calculate total tenant payment, tenant rent and housing assistance and at each annual re-certification of income.

- All income not specifically excluded by the regulations.
- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Childcare expense where it allows an adult family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
- Disability for determination of allowances or deductions.
- U.S. citizenship/eligible immigrant status
- Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.
- Familial/Marital status when needed for head or co-head definition.
- Verification of Reduction in Benefits for Noncompliance
  - GHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

## **7.2 Verification of Income, Assets and Allowances [24 CFR 982.516]**

Verification will be conducted using the following procedures:

- **Employment Income** – Verification forms request the employer to specify the Dates of employment; Amount and frequency of pay; date of the last pay increase; likelihood of change of employment status and effective date of any known salary increase during the next 12 months; year to date earnings; estimated income from overtime, tips, bonus pay expected during next 12 months.
  - Acceptable methods of verification include, in this order: employment verification form completed by the employer; check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings; W-2 forms plus income tax return forms; income tax returns signed by the family must be used for verifying self-employment income, or income from tips and other gratuities.

- Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.
- In cases where there are questions about the validity of information provided by the family, GHA will require the most recent federal income tax statements.
- **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income** – Acceptable methods of verification include, in this order: benefit verification form completed by agency providing the benefits; award or benefit notification letters prepared and signed by the providing agency; computer report electronically obtained or in hard copy.
- **Unemployment Compensation** – Acceptable methods of verification include, in this order: verification form completed by the unemployment compensation agency; computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts; payment stubs.
- **Welfare Payments or General Assistance** – Acceptable methods of verification include, in this order: verification form completed by payment provider; written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months; computer-generated Notice of Action; computer-generated list of recipients from Welfare Department.
- **Alimony or Child Support Payments** – Acceptable methods of verification include, in this order: copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules; a notarized letter from the person paying the support; copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.
  - If payments are irregular, the family must provide: a copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules; a statement from the agency responsible for enforcing payments to show that the family has filed for enforcement; a notarized affidavit from the family indicating the amount(s) received; a written statement from an attorney certifying that a collection or enforcement action has been filed.
- **Net Income from a Business** – In order to verify the net income from a business, GHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include: IRS Form 1040, including: Schedule C (Small Business); Schedule E (Rental Property Income); Schedule F (Farm Income); if accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules;

audited or unaudited financial statement(s) of the business; credit report or loan application; Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

- **Recurring Contributions** – The family must furnish a notarized statement which contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; the purpose of the gifts and the
- **Zero Income Status** – Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, are not being received by the household. GHA will also request information from the Department of Labor. A credit report will also be used if information is received that indicates the family has an unreported income source.
- **Full-time Student Status** – Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income. Financial aid, scholarships and grants received by full time students are not counted towards family income. Verification of full time student status includes: written verification from the registrar's office or other school official; school records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.
- **Savings Account Interest Income and Dividends** – Acceptable methods of verification include, in this order: account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution and broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification; IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.
- **Interest Income from Mortgages or Similar Arrangements** – Acceptable methods of verification include, in this order: a letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.); amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.
- **Net Rental Income from Property Owned by Family** – Acceptable methods of verification include, in this order: IRS Form 1040 with Schedule E (Rental Income); copies of latest rent receipts, leases, or other documentation of rent amounts; documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; lessee's written

statement verifying rent payments to the family and family's self-certification as to net income realized.

- **Family Assets** – GHA will require information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash). Acceptable verification may include any of the following: verification forms, letters, or documents from a financial institution or broker; passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker; quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate; real estate tax statements if the approximate current market value can be deduced from assessment; financial statements for business assets; copies of closing documents showing the selling price and the distribution of the sales proceeds; appraisals of personal property held as an investment.
- **Assets Disposed of for Less than Fair Market Value (FMV)** - For all certifications and re-certifications, GHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification. If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.
- **Child Care Expenses** – Written notarized verification from the person who receives the payments is required. Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. GHA will also request verification as to whether the certifying individual is a licensed childcare provider and advise the provider that such income may be reported to other sources including the IRS.
- **Medical Expenses** – All expense claims will be verified by one or more of the methods: written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family; written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months.
- **Assistance to Persons with Disabilities** [24 CFR 5.611©] – Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed. Family's certification as to whether they receive

reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

**Attendant Care:** Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided. Certification of family and attendant and/or copies of canceled checks family used to make payments.

**Auxiliary Apparatus:** Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment is needed.

### **7.3 Verifying Non-Financial Factors [24 CFR 5.617(b)(2)]**

In order to prevent program abuse, GHA will require applicants to furnish verification of legal identity for all family members. The following documents will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required: certificate of birth, naturalization papers; church issued baptismal certificate; U.S. military discharge (DD 214); or U.S. passport.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following: certificate of birth; adoption papers; or custody agreements.

#### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer. Verification of a separation may be a copy of court-ordered maintenance or other legal records. Verification of marriage status is a marriage certificate.

#### **Verification of Permanent Absence of Family Member**

If the family reports an adult member who was formerly a member of the household permanently absent, the following information must be presented as verification prior to removing any household member from the assisted household: legal evidence of divorce action; evidence of legal separation; order of protection/restraining order obtained by one family member against another; lease or rental agreement showing the individual listed as the member of another household; a document from a Court or correctional facility stating how long they will be incarcerated.

#### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as

physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

#### **7.4 Verification of Social Security Numbers [24 CFR 5.216]**

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the following documents showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate: driver's license; identification card issued by a Federal, State or local agency; identification card issued by a medical insurance company or provider (including Medicare and Medicaid); an identification card issued by an employer or trade union; an identification card issued by a medical insurance company; earnings statements or payroll stubs; IRS Form 1099; benefit award letters from government agencies

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the PHA. The applicant/participant or family member will have an additional thirty (30) days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated. If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

## **SECTION 8**

### **TENANT SELECTION AND ASSIGNMENT PLAN**

**The Gary Housing Authority will utilize a site based tenant selection and assignment plan. Under this plan, each applicant may select only one site location and/or may indicate acceptance for any available location.**

#### **8.1 Applicant Selection**

- 1. Applicants will be selected from the waiting lists as follows:**
  - a) Residents relocated under a HOPE VI program in order of preference as described in this policy;**
  - b) New Applicants with preferences for the designated site to which they apply**
  - c) New Applicants with no preferences for the designated site to which they apply**
  - d) New Applicants with preferences for other sites**
  - e) New Applicants with no preferences for other sites based on date and time of application.**
- 2. Accessible units will first be offered to applicants with disabilities for which the accessible unit was designed as discussed previously in this policy.**

#### **8.2 Offers of Housing**

1. When an applicant's name reaches the top of any of their chosen list, they will be made an offer of housing. Offers are communicated by phone, mail, or the method of communication designated by the applicant when reasonable accommodation is needed for a disability.
2. Offers made over the phone will be confirmed by letter to the applicant. If the Authority is unable to contact an applicant by phone, a notification letter will be sent to the applicant. Applicants who do not respond to this notice within 10 working days of the date of the notice will be considered "non-responsive" and withdrawn from all waiting lists
3. If more than one unit of the appropriate size and type is available at the location of the applicant choice, the first unit ready for occupancy will be offered to the applicant.
4. If an applicant declines the first offer of housing (without "good cause") their name will be removed from the site based list where the offer was made. Applicants may not choose another list(s) as a replacement for the location of the refusal.

5. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer or if acceptance of the offer of a suitable vacancy will result in undue hardship, applicant will keep their place on the waiting list. The applicant must be able to document that the hardship claimed is “good cause” for refusing an offer of housing, and “good cause” must be verified to GHA’s satisfaction.
6. **Examples of good cause reasons for the refusal of an offer of housing, include, but are not limited to the following. GHA recognizes that other causes may not be listed here below but taken into consideration:**
  - a) Inaccessibility to source of employment, education, or job training that would require an adult household member to quit a job, drop out of an educational institution, or job training program. Or inaccessibility to children’s day care or educational program that would take a child out of day care or an educational program;
  - b) The family demonstrates to GHA’s satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency or a threat assessment that verifies danger from criminal activity. Reasons offered must be specific to the family. Refusals due to location alone are not good cause;
  - c) The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
  - d) An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing [24 CFR § 945.303 (d)]; or
7. **Examples of good cause related to an applicant’s willingness to accept an offer but inability to move at the time of the offer include:**
  - a) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
  - b) The family head, spouse or sole member is serving on an impaneled jury.
8. If an applicant declines the second offer of housing (without “good cause”) their name will be removed from all waiting lists.
9. GHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.
10. Applicants who are not accepted for admission to Public Housing shall be entitled to request a review provided that such review is requested in writing within 14 days from the date of notification by GHA of the decision to deny admission.

### **8.3 Unit Assignment**

Units available for occupancy will be assigned in the following order:

1. Relocated Residents – Residents relocated pursuant to a HOPE VI or other HUD approved relocation plan that have a right to return to a newly developed unit and other wise meet all eligibility requirements under the right to return agreement will be offered units prior to any other applicants.
2. Emergency Transfers – Transfers of existing residents within the same site, requiring emergency transfers as defined further in this policy, will be offered available units prior to all other transfers or applicants.
3. Mandatory Transfers – Transfers of existing residents within the same site, requiring mandatory transfers due to changes in family composition will be offered available units prior to applicants or other existing residents.
4. New Admissions - Applicants from the waiting list will be offered available units in the manner described above.
5. Singles – Single applicants who are not elderly, disabled, displaced or near elderly, will be offered available units only when no other existing resident or applicant exists to fill a vacant available unit. Single applicants with preferences will be offered units prior to those with no preferences.

## SECTION 9

### LEASING AND OCCUPANCY OF DWELLING UNITS

#### 9.1 General Leasing Policy

Units will be leased without regard to the race, religion, sex, age, national origin, disability or familial status of applicants, except as specifically provided herein.

1. **All GHA units will be occupied pursuant to a signed *Residential Lease Agreement* that complies with HUD's regulations** (24 CFR Part 966).
2. **The lease shall be signed by the head and co-head of household and by an authorized GHA representative, prior to actual admission** [24 CFR § 966.4 (p)].
3. **Changes in family composition, income, or status between the time of the final eligibility determination and the leasing of the unit will be processed prior to executing the dwelling lease.**
4. **If a resident transfers from one GHA unit to another, a new lease will be executed for the dwelling into which the family moves** [24 CFR § 966.4 (c)(3)].
5. **If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:**
  - a) **A new lease contract will be executed;**
  - b) **A Notice of Rent Adjustment will be executed; or**
  - c) **An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions will be made within the lease. All copies of such riders or insertions are to be dated and signed by the resident and an authorized GHA representative** [24 CFR § 966.4 (o)].
  - d) **All charges due under any lease with GHA will transfer to any new lease that is subsequently executed with the same household.**

#### 9.2 Pre-Occupancy and Leasing Requirements

1. A pre-occupancy conference shall be conducted prior to leasing the unit to the prospective resident. This conference will acquaint the family with the provisions of the lease, explain all occupancy requirements, obtain or arrange payment for the security deposit and the first months rent, orient the family to the environment and establish a good rapport with the family.

2. GHA is responsible for assuring that the family understands the lease provisions prior to signature and occupancy of the unit. Special arrangements will be made as identified previously in this policy for persons with disabilities, persons with limited comprehension and/or persons needing other than plain language paperwork.
3. A move-in inspection shall be conducted jointly with the family. A checklist will be utilized to indicate the exact condition of the unit at the time of move in and to assure that the unit is in full compliance with the Uniform Physical Condition Standards. (UPCS) The move-in inspection will be signed by the family and an authorized GHA representative.
4. If the applicant accepts the unit, the manager shall verify the move in date and execute a lease. If the applicant refuses the unit, a signed reason for refusal must be obtained from the applicant.

### **9.3 Occupancy Requirements**

1. Only those persons listed on the most recent lease or certification form shall be permitted to occupy a dwelling unit [24 CFR §§ 960.209 (b) and 966.4 9 (a) (2)]. Except for births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit [24 CFR § 966.4 (f)(3) & (c)(2)]. GHA will not unreasonably withhold such approval.
2. Following the receipt of a family's request for approval to add a new person to the lease, GHA will conduct a pre-admission screening of the proposed new member. The results of screening shall be used to determine whether the GHA will approve the admission of the new member.
3. In accordance with state law, certain criminal or arrest information for household members under the age of 18 years is not available. This does not preclude GHA from using such information when a household member under the age of 18 years is being prosecuted as an adult under the law. This provision is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.
4. Situations when an additional family member is added to the household include but are not limited to the following:
  - a) Resident requests to add the new co-head to the lease;
  - b) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child or children; or
  - c) An adult assumes responsibility as the head of house for a family whose remaining family member(s) is under 18 (and is not an emancipated minor(s)).

5. Residents who fail to notify GHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by GHA and the entire household will be subject to eviction [24 CFR § 966.4 (f)(3)].
6. If a guest or family member stays with a resident household longer than 14 consecutive days, management must be notified. If the guest or family member stays longer than 30 consecutive days, the Head of Household must apply to add the guest or family member to the lease.
7. Residents are not permitted to allow roomers and lodgers to occupy a dwelling unit. Violation of this provision is grounds for termination of the lease [24 CFR § 966.4 (f) (2)].
8. Residents shall not allow a former resident of GHA who has been evicted for violations of the lease under the *One Strike, You're Out* provisions, to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.
9. Family members who move from the dwelling unit shall be removed from the lease [24 CFR § 966.4 (f)(3)]. The resident has the responsibility to report the move-out within 30 calendar days of its occurrence. Individuals may be readmitted to the unit subject to eligibility and suitability requirements.
10. Any additions to the unit shall not cause over crowding. Medical hardship, or other extenuating circumstances shall be considered by GHA in making determinations under this paragraph.

## **SECTION 10**

### **CALCULATION OF RENT**

**10.1 Rent Choice:** Once each year, at the anniversary date of the lease agreement, each household shall have the opportunity to choose between two methods for determining the amount of tenant rent to be paid each month by the household. The family may choose to pay a flat rent as describe further in this section, or the family may choose to pay an income based rent. Income based rent shall be determined as follows:

#### **10.2 Total Tenant Payment**

1. Total tenant payment (TTP) is the amount the tenant pays towards rent and utilities that are not included in the rent.
2. The calculation of total tenant payment (TTP) shall be the greater of:
  - a) 30% of monthly adjusted income,
  - b) 10% of monthly income, or,
  - c) GHA's minimum rent.
3. Total tenant payment shall never exceed the established flat rent.

#### **10.3 Tenant Rent**

1. Tenant rent is calculated by subtracting a utility allowance for tenant paid utilities from the total tenant payment.
2. If the utility allowance is greater than the total tenant payment, the tenant rent will be zero and a utility reimbursement payment (URP) will be established.

#### **10.4 Minimum Rent**

Minimum rent shall be determined as follows:

1. Total tenant payment shall be the greatest of 30% of monthly adjusted income, 10% of monthly income or \$50.00 for all resident households whose annual adjusted income is greater than zero.
2. The minimum rent shall automatically be waived for all households whose annual adjusted income is below or equal to zero.
3. A "hardship request" shall be available to residents who claim they are unable to pay the established minimum rent. Hardship criteria shall include the following situations:
  - The household has lost eligibility to or is awaiting an eligibility determination for a federal, state or local assistance program;
  - The family would be evicted as a result of the imposition of the minimum rent;

- The income of the family has decreased because of changed circumstances, including loss of employment;
  - A death in the family has occurred;
  - Other circumstances determined by GHA.
4. A household will be exempt from paying minimum rent upon satisfactory documentation that the hardship described above is of a long term basis. If exempted such exemption will be effective retroactively to the date of the request of the hardship.
  5. If the “hardship” is temporary (less than 90 days) then the household will not be exempt from the minimum rent requirement and shall be responsible for full payment of minimum rent. However, a non-payment of rent eviction procedure will not be initiated during the period of “temporary” hardship. (within 90 days from the date of the request for hardship)

## **10.5 Flat Rents**

1. Flat rents shall be established for all communities as follows:
  - GHA’s flat rents are based on the market rent charged for comparable units in the private unassisted rental market. It is equal the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy.
  - GHA shall use a reasonable method to determine the flat rent for a unit. To determine the flat rent GHA shall consider: (a) The location, quality, size, unit type and age of the unit and any amenities, housing services, maintenance and utilities provided by GHA.
2. At the time of the regularly schedule annual re-examination of income (lease renewal date), each household will be provided in writing with the option of paying an income based rent or a flat rent in accordance with the flat rent schedule for the community in which they reside.
3. When the tenant rent for a household residing in a mixed income community equals the market rate rent, then that household shall be converted to a market rate resident and the next available unit shall be rented as a public housing unit. Such conversion shall be effective at the next regularly scheduled annual re-examination of income.
4. If a family elects to pay a flat rent, then the next regularly scheduled re-examination of income shall occur three years from the date of such election and not interim reporting requirements shall apply. However, a family elected to pay a flat rent may at anytime request a conversion back to an income based rent. Upon such request, GHA will conduct an interim re-examination of income and calculate TTP and tenant rent in accordance with the provisions outlined in this policy.

5. If a family elects to pay an income based rent, then all reporting requirements stated in this policy shall apply.

## **10.6 Utility Reimbursement Payment**

1. Utility allowances will be applied for all tenant paid utilities based on a schedule of average consumption for an energy efficient household. The Section 8 Housing Assistance Program utility allowance schedule will be utilized for all scattered site public housing units and GHA will establish a separate schedule for each individual development where a utility allowance may apply.
2. A separate allowance will also be provided in those cases where the household provides the primary range and refrigerator. A utility allowance will not be provided for secondary appliances or in those cases where the resident refuses to accept a working range and refrigerator from GHA.
3. Utility reimbursement payments may be made on a monthly, quarterly, semi-annual or annual basis as determined by GHA.
4. If the household has elected to pay a flat rent, utility allowances and utility reimbursement payment do not apply.

## **10.7 Resident-Paid Utilities**

**The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:**

1. **Paying the utility bill is the resident's obligation under the Authority's lease.**
2. **Applicants and/or residents must provide a written confirmation from the utility provider that the utilities have been turned on. If a resident or applicant is unable to get utilities connected, the resident or applicant will not be permitted to move into a unit with resident paid utilities.**
3. **When a resident submits an application for utility service in his/her own name, the resident must sign a third-party notification agreement so that GHA will be notified if the resident fails to pay the utility bill that would result in a disconnection of utility service.**

## **10.8 Security Deposits**

The family will pay a security deposit at the same time of lease signing. The security deposit will be as follows:

1. \$100.00 for elderly development sit and elderly/near elderly high rises.
2. \$125.00 for scattered sites.
3. \$100.00 for Public Housing Developments

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the second deposit is less, the difference will be refunded to the family.

### **10.9 Information Provided to Households**

The following information shall be provided to families to permit them to make an informed choice as to whether they want to pay an income based rent or a flat rent:

1. The dollar amounts of tenant rent under each rent option.
2. GHA's policies on converting from income based rent to flat based rent.
3. Should the household elect to pay a flat rent, utility allowances and utility reimbursement payments do not apply.

## **SECTION 11**

### **ANNUAL AND INTERIM EXAMINATIONS**

#### **11.1 Income Based Rent Requirements**

Families electing to pay income based rent must be reexamined at least annually to recompute total tenant payment and tenant rent. All households will be reexamined each year upon the anniversary of the Residential Lease Contract

Residents will be notified in advance regarding the date of the reexamination. At that time, GHA will advise households of any documents needed for the reexamination.

The head of household, the spouse and each additional adult living in the household must sign the HUD form 9886, Authorization for Release of Information/Privacy Act Notice, at the time of initial admission, annual reexamination and/or interim reexamination.

#### **11.2 Flat Rent Requirements**

Families electing to pay flat rents will be reexamined for family composition only at least annually. A reexamination of family income shall be completed at least once every three years.

#### **11.3. Re-examination Requirements**

- 1. At the time of re-examination, the head and any co-head of the household are required to sign forms required by HUD and/or GHA.**
- 2. Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary, will be verified and all verified findings will be documented and filed in the resident's folder (24 CFR § 960.206).**
- 3. Verified information will be analyzed and a determination made with respect to:**
  - a) Family Composition***
  - b) Unit size required for the family;***
  - c) Rent the family will pay; and***
  - d) The need to transfer the family to a smaller or larger unit, or a unit with accessible features.***
- 4. Income shall be computed in accordance with the definitions and procedures set forth in the federal regulations. (24 CFR § 5.609).**

- 5. Families failing to respond to a notice of a reexamination will be sent a notice of lease violation. Failure to respond to the notice of lease violation will result in termination of the lease [24 CFR § 886.124(c)].**

#### **Action Following Reexamination**

- 1. If there is any change in rent, a Notice of Rent Adjustment (NORA) will be issued which will serve as an amendment to the Residential Dwelling Lease. [24 CFR § 966.4 © & (o)].**
- 2. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described this policy and moved to an appropriate unit when one becomes available [24 CFR § 966.4 ©(3)].**
3. If the family causes an unreasonable delay in the reexamination processing, the following policy will be applied:
  - a) If the family's rent decreases, the decrease will be implemented the first of the month following the completion of the reexamination processing.
  - b) If the family's rent increases, the increase will be implemented retroactive to the family's reexamination effective date.
4. If GHA causes an unreasonable delay in the reexamination processing, any change in rent will be implemented retroactively to the effective date of the reexamination.

### **11.4 Interim Reexaminations of Income**

1. Families electing to pay income based rent must comply with the following requirements between regularly scheduled reexaminations of family composition and income:
  - a) Between annual reexamination, residents must report increases in income (as defined in 24 CFR §5.609) to the housing manager within 10 calendar days of the occurrence. No rent increase will take effect until the next regularly scheduled reexamination, if the increase is reported within this required time frame.
  - b) Residents must promptly (within 10 calendar days) furnish to GHA any letter or other notice from HUD concerning the amount or verification of family income. [(24 CFR § 5.240 (b)].
  - c) Failure of the resident to report in a timely manner will result in a rent increase and the increase will be retroactive to the first of the month following the month in which the increase in income was effective.
  - d) Any reported decrease in income will result in a recalculation of tenant rent, and if applicable, tenant rent will be decreased effective the first of the month following the month in which the decrease was reported.

- e) Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates. Income from these sources will be annualized for determination of rent based on average earnings during the prior periods.
  - f) GHA may process an interim adjustment in rent if at an annual or interim re-certification a resident misrepresents the facts upon which the rent is based.
  - g) Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by GHA (24 CFR § 960.206).
2. Interim reexaminations for families paying flat rent will be conducted based on the following:
- a) The family may at anytime request and be permitted to convert from paying a flat rent to an income based rent if the family is unable to pay the flat rent due to a financial hardship, defined as follows:
    - The family has experienced a decrease in income because of changed circumstances, including the loss or reduction of employment, death in the family or a reduction in other assistance.
    - The family has experienced an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education or similar items.
  - b) GHA will complete the interim reexamination within 30 days from the date of the family's request to convert from the flat based rent to income based rent. The flat rent will become effective the first of the month following the request.

## **11.5 Notice of Rent Adjustment**

Residents will be sent a Notice of Rent Adjustment 30 days prior to any adjustment in rent. This notice will list the current rent, the new rent, and the effective date of the rent adjustment. Rent may be adjusted as a result of an annual re-certification, an interim re-certification, or when a change in policies affects the rent calculation. The effective date of the rent change will correspond to the action taken as described under annual and interim reexamination policies described above.

## **11.6 Failure to Report Accurate Information**

If GHA discovers that a resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive to the first of the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds

for initiating eviction proceedings in accordance with GHA's dwelling lease [24 CFR § 966.4 (c)(2)].

## 11.7 Changes in Family Characteristics

All changes in family composition and household characteristics must be reported at the time that they occur. The following policies shall govern changes in family composition.

1. Any additional adult member to be added to the household must meet GHA's suitability criteria and is subject to all screening procedures prior to admission to the household and amendment of the dwelling lease.
2. Children who are "temporarily" absent from the household due to placement in foster care will continue to be considered as part of the family composition as long as there is a likelihood that they will return to the household within a twelve month period.
3. A person with disabilities who "recovers" after initial admission may remain as a remaining member of a tenant family but will no longer qualify for authorized deductions and may be required to relocate to another unit if they are in an accessible unit and no longer require the accommodations in that unit.
4. If a single pregnant woman was admitted and does not retain guardianship of the prospective child after its birth, she may remain as a remaining member of a tenant family but may be required to transfer to a smaller unit based on the unit size standards.
5. If a resident requires the services of a live-in aide as defined under the federal regulations, (24CFR 5.403) an additional bedroom will be allowed for the live-in aide. Family members of the live-in aide will be permitted to occupy the unit so long as it does not overcrowd the unit. An additional bedroom for family members of the live-in aide will not be permitted.
6. Families may have foster children live in the unit as long as it does not result in overcrowding. Foster children will be counted as household members for the purposes of determining unit size standards but are not eligible for allowances and deductions (with the exception of child care).
7. In cases of joint or shared custody, children will be considered part of the household if the head of household and/or spouse have at least 50% custody of the child. The same child cannot be claimed by more than one applicant or resident household. When a child is included as part of the family, all income and allowances related to that child are utilized in calculation of rent.
8. Remaining members of a Public Housing family will be permitted to continue occupancy in the dwelling unit after the lease holder has vacated under the following conditions:
  - a) The head and co-head of household involuntarily vacated the unit or voluntarily vacated the unit, and,

- b) A remaining family member has resided in the unit and been listed as a household member on the head of household lease agreement for a minimum of two years, and,
  - c) The remaining family members meet all eligibility and suitability requirements set forth by GHA, and,
  - d) The remaining family members are legally able to assume responsibility for minors and can execute the lease under state laws, **OR**,
  - e) A new head of household is added to the household who can legally assume responsibility for minors, can execute the lease under state laws and meets all eligibility and suitability requirements set forth by GHA.
  - f) A determination of the designated new head of household will be made within 30 days from the date of notification to GHA by the family that the previously designated head of household has vacated the unit.
9. Remaining family members will not be permitted to continue occupancy in the dwelling unit after the head and co-head have vacated the unit, if the unit was vacated on a voluntary basis, and no remaining family member has resided in the unit and been listed on the head of household lease agreement for a minimum of two years. In these circumstances, the unit will be considered as having been abandoned by the leaseholder and all appropriate action under the residential dwelling lease will be pursued.

## **11.8 Remaining Family Members and Prior Debt**

1. **If remaining family members continue to occupy the dwelling unit as described above, any outstanding debt owed to GHA by the former head of household will be addressed as follows:**
  - a) **If the debt cannot be collected from the former head of household (e.g. death, incarceration, hospitalization), as a party to the lease, remaining adult family members 18 years of age or older will be responsible for arrearages incurred by the former head of house.**
  - b) **GHA will not hold remaining family members responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.**
  - c) **Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.**
  - d) **Except as required above, a new head of household added to the Lease will not be charged for any arrearage incurred by the former head of household.**
  - e) **If the Lease held by the new head of the household is an extension of occupancy under a prior lease(s) with GHA, any amounts due under the prior lease(s) may be charged and collected as if the amounts were**

**incurred under the current lease (debt follows the head of the household).**

- f) A determination will be made by GHA within 30 days from the date of notification by the family of a change in the designated head of household.**

## **SECTION 12**

### **ANNUAL AND ADJUSTED INCOME**

#### **12.1 Annual Income (24 CFR § 5.609)**

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member age 18 years or older including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below or is specifically excluded from income by another federal statute. Annual income includes but is not limited to:

1. The full amount before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered as income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

Where the family has Net Family Assets in excess of \$5,000. Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. Except delayed or deferred periodic payment of social security or supplemental security income benefits;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. All welfare assistance payments received by or on behalf of any family member.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the dwelling; and
8. All regular pay, special pay (not including pay for exposure to hostile fire), and allowances of a family member in the Armed Forces.
9. Regular contributions and gifts.
10. Relocation payments.

## **12.2 Items Excluded in Annual Income [24 CFR §5. 609]**

Annual Income does not include and it is not limited to the following, or any future changes in the regulation(s):

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum or delayed additions to family assets, such as inheritances, insurance payments, (including payments under health, and accident insurance, and worker's compensation) capital gains, and settlement for personal property losses; (but see paragraphs A.4 and A.5 above if the payments are or will be periodic in nature);
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
9. 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.) to allow participation in a specific program;
10. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month per person) received by a GHA resident for performing a

service for GHA, on a part-time basis, that enhances the quality of life in public housing.

11. Temporary, non-recurring, or sporadic income (including gifts);
12. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
13. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
14. Adoption assistance payments in excess of \$480 per adopted child;
15. Preferred periodic payments of supplemental security income and social security benefits;
16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.

### **12.3 Disallowance of Increase in Annual Income**

Wages for employment of family members may be excluded from annual income under the following conditions:

1. A family's annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment.
2. A family's annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program.
3. A family's annual income increases as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families, provided that the total amount over a six month period is at least \$500.00
4. During a cumulative twelve month period beginning on the date that a family member is first employed or the family first experiences an increase in annual income attributable to employment, the full amount of the difference between the new employment income and any previous income of that family member shall be excluded from annual income for calculation of rent.

5. During the second cumulative twelve month period after the date that a family member is first employed or the family first experiences an increase in annual income attributable to employment, one half (50%) of the difference between the new employment income and any previous income of that family member shall be excluded from annual income for calculation of rent.
6. The disallowance of increases in income under this section, are limited to a maximum lifetime period of 48 months. However, during this lifetime period, full exclusion is limited to 12 months and the 50% exclusion is limited to another 12 months as described above.
7. Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

## **12.4 Training Income**

Federal regulations contain special provisions related to the treatment of income received from training programs when determining annual income, as follows:

1. The earnings and benefits to any family member resulting from participation in a program providing employment training and supportive services in accordance with the Family Support Act; or any comparable federal, state or local law are excluded from annual income during the exclusion period.
2. The exclusion period means the period during which the family member participates in a program described, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program.
3. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
4. If the family member is terminated from employment with good cause, the exclusion period shall end.
5. A comparable federal, state or local law means a program providing employment training and supportive services that is authorized by a federal, state, or local law, funded by the federal, state or local government; is operated or administered by a public agency; and has as its objective to assist participants in acquiring employment skills.
6. Incremental earnings and benefits resulting to any family member from participation in a state or local employment training program (including training programs not affiliated with local government) are excluded from annual income only for the period of time during participation in the employment training program.
7. Incremental amounts excluded under these provisions must be received under employment training programs with clearly defined goals and objectives.

## **12.5 Reduction in Welfare Benefits**

If a family receiving welfare benefits has a reduction in such benefits as the result of the following actions or failure to act on the part of the family, then the amount of the welfare benefits shall be imputed and included in annual income:

- Fraud by a family member in connection with the welfare program,
- Sanctions by the welfare agency against the family for noncompliance with a requirement to participate in an economic self-sufficiency program.

Welfare reduction does not include reduction or termination as the result of expiration of a lifetime limit on payments of benefits, inability of a family member to obtain employment or because a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount the family would have not received had they received a reduction in welfare benefits for the reasons identified above. The amount of the imputed welfare benefit is offset by any additional income a family receives that commences after the welfare sanctions were imposed. The imputed welfare income is reduced to zero when the additional income equals the amount of the total welfare benefits.

## **12.6 Anticipating Annual Income (24 CFR § 5.609)**

Annual income shall be anticipated utilizing current circumstances, unless verification forms indicate an imminent change in income. GHA will average all known sources of income that vary to determine annual income.

## **12.7 Adjusted Income (24 CFR § 5.611)**

**Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions.**

### **1. For All Families**

- a) **Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed. BUT ONLY when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted cannot be reimbursed expenses and shall not exceed:**

- 1) **The amount of income earned by the family member enabled to work; or**
- 2) **An amount determined to be reasonable (for the hours of class attendance and adequate time for commuting to the educational facility) when the expense is incurred to permit education.**

- b) **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
  - c) **Disability Expenses** — a deduction of amounts not reimbursed paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
    - 1) **Equipment and auxiliary apparatus** may include but are not limited to: wheelchairs, lifts, reading devices for the visually disabled, and equipment added to cars and vans to permit their use by the disabled family member.
    - 2) *For non-elderly families and elderly families without medical expenses:* the amount of the deduction equals the cost of all expenses not reimbursed for disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
    - 3) *For elderly families with medical expenses:* the amount of the deduction equals the cost of all expenses not reimbursed for disabled care and equipment less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) **PLUS** medical expenses as defined below.
2. **For elderly and disabled families only**
- a) **Medical Expense Deduction:** A deduction not reimbursed for Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by GHA for the purpose of determining a deduction from income the expenses claimed must be verifiable.

- 1) *For elderly families without disability expenses:* *The amount of the deduction shall equal total medical expenses less three percent of annual income.*
  - 2) *For elderly families with both disability and medical expenses:* *the amount of the deduction is calculated as described in paragraph 1.c) above.*
- b) Elderly/Disabled Household Exemption: **An exemption of \$400 per household, see Definitions in the next section.**

## **SECTION 13**

### **TRANSFER POLICY**

The Gary Housing Authority will implement this policy to transfer a household from the household's current unit to another unit of suitable size and type located in a building other than the building where the family currently resides. This transfer policy does not apply to persons requiring reasonable accommodations because of a disability. GHA will make reasonable accommodations for persons with disabilities as described in Section 1 of this Admissions and Occupancy Policy, Nondiscrimination and Accessibility.

#### **13.1 Emergency Transfers**

Emergency transfers are transfers which are implemented when unit or building conditions pose an immediate threat to resident life, health, or safety as determined by GHA or a governing body with jurisdiction over such matters, or a federal, state or local court. The following procedures will govern emergency transfers.

1. Emergency transfers shall not be limited to transfer within the same public housing community and may require transfer to another public housing and/or mixed income site.
2. GHA is not required to give minimum notice of an emergency transfer but will make every effort to provide as much notice as permitted under the circumstances.
3. GHA cannot guarantee a desired location for emergency transfers but an attempt will be made to meet the resident's location preference when possible.
4. Refusal to comply with an emergency transfer may be grounds for lease termination.
5. Upon request by the resident, emergency transfers may be used to alleviate verified medical problems of a life threatening nature or when household members need protection from attack by a criminal element in a particular property or neighborhood based on a threat assessment by a law enforcement agency (example: witness protection program, domestic violence).

#### **13.2 Mandatory Transfers**

Mandatory transfers are transfers required by GHA for purposes such as closing a building; implementing redevelopment or building rehabilitation activities; achieving vacancy consolidation; and, adjusting for over-housed living conditions. (**24 CFR 8.30**).

1. Mandatory transfers shall only occur within the same community in which the resident resides. No transfers shall occur to other public housing or mixed income communities other than for emergency reasons outlined above.

2. To the extent possible and subject to any rights of return, GHA will make every effort to allow residents in good standing to select the development to which to transfer when implementing mandatory transfers for redevelopment or rehabilitation of units.
3. The conditions for good standing are: no repayment agreement or unpaid balance at any time in the past year; good credit history with utility companies (when applicable); no criminal activity or history of disturbances that resulted in lease violations or violations as defined in GHA's *One Strike Policy* as indicated by notices of lease violation in the resident's file; and a good housekeeping record, as indicated by housekeeping inspection reports in the resident's file.
4. GHA will provide written notice a minimum of 60 days in advance of the transfer date for mandatory transfers. For transfers subject to the Uniform Relocation Act (URA), GHA will provide notice in accordance with URA standards.
5. Refusal of a mandatory transfer can be grounds for lease termination.

### **13.3 Resident Requested Transfers**

Resident requested transfers are transfers, (other than a request for an emergency transfer as described in Section 11, A, 4 of this policy), for the convenience of the residents, transfers which adjust for overcrowding or transfers to permit a family that requires a unit with accessible features to occupy such a unit and are available to residents in good standing who have resided in a development for at least one year.

Resident requested transfers shall only be permitted within the same community in which the resident resides. Resident requested transfers will not be permitted for residents who desire to live in another GHA development or another type of development. Residents must apply as a new admission to transfer to another public housing or mixed income community.

### **13.4 Transfer Waiting List**

Emergency and mandatory transfers will have priority over new admissions and will be processed prior to selecting a new applicant from the waiting list.

Resident requested transfers will be placed on the appropriate waiting list, according to date and time of transfer request and will be processed in conjunction with new applicants from the waiting list.

Emergency and mandatory transfers will be based on the availability and appropriate bedroom size without regard to location.

When transferring families into GHA buildings other than the building where the family currently resides, GHA will take into consideration issues of personal safety

as described in Section 11, A, 4 of this policy. If such safety issues exist, and to the extent possible, GHA will provide the family an alternative unit.

GHA will bear the cost of all emergency transfers. GHA will also bear the cost of mandatory transfers related to closing a building, redevelopment or building rehabilitation or achieving vacancy consolidation.

**If a resident refuses to accept a transfer unit offered, without good cause, lease termination procedures will be implemented if the transfer is an emergency or mandatory transfer as described above. If the transfer is a resident requested transfer, and the resident refuses a unit offered, the resident will not be permitted to request a subsequent transfer for a period of one year from the date of refusal of the unit offered.**

## **SECTION 14**

### **LEASE ENFORCEMENT POLICY**

#### **14.1 Lease Enforcement**

All provisions of the Residential Dwelling Lease shall be consistently and strictly enforced. GHA will process lease terminations in accordance with all applicable HUD regulations and the dwelling lease. [24 CFR § 966.4 (1)(2)].

The Residential Dwelling Lease shall be renewed automatically, unless the family fails to comply with the Community Service Requirement or Self-Sufficiency Activities.

#### **14.2 Service Requirements**

Except for an exempt family member as defined in this policy, each adult resident of the household must contribute 8 hours per month of community service; or participate in an economic self-sufficiency program for 8 hours per month; or perform 8 hours of a combination thereof.

GHA shall contract for the administration of the community service and self-sufficiency activities through partnerships with those entities responsible for the delivery of resident services at each GHA development. GHA shall provide a written description of the service requirements, the process for claiming exemption, and GHA's verification of such status, to all residents at least 90 days prior to the required implementation date.

GHA will review the family's compliance with the service requirements annually at the time of annual reexamination of family composition and/or income.

Exempt household members under this requirement include any household whose head, co-head or sole member is elderly or disabled.

#### **14.3 Record Keeping Requirements**

A written record of lease violations and termination actions shall be maintained by GHA, and shall contain the following information:

1. Name of resident, number and identification of unit occupied;
2. Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
3. Specific reason(s) for the Notices, the section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;
4. Date and method of notifying resident; and
5. Previous notices warning residents of actions or behavioral problems that rise to the level of a lease violation. A summary of any conference held with the resident, including dates, names of conference participants, and conclusions.

## **14.4 Grievance**

- 1. When disputes arise between a resident and GHA concerning an action or failure to act in accordance with the Residential Lease Agreement, residents will have the opportunity to resolve this dispute through a grievance hearing according to GHA's Grievance Procedures (24 CFR § 966.50).**
- 2. Grievance procedures will not apply to eviction or termination of tenancy cases involving any activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, persons residing in the immediate vicinity of the premises or GHA employees; or any violent or drug-related criminal activity on or near GHA property, and any criminal activity resulting in a felony conviction. (24 CFR § 966.51)**

# **The Housing Authority of the City of Gary, Indiana**

## **Public Housing Grievance Policy**

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### **Purpose**

The Housing Authority of the City of Gary, Indiana, hereafter referred to as The Gary Housing Authority (GHA) shall provide Residents of Public Housing the opportunity to settle grievance against the Housing Authority, its agents and/or its employees. The GHA Grievance Policy sets forth the requirements, standards, and criteria by which tenants are allowed an grievance hearing if the tenant disputes within a reasonable time any GHA action or failure to act involving the tenant's lease with the GHA or GHA regulations which adversely affect the individual tenant's rights, duties, welfare or status. This policy shall be provided to all Residents upon execution of a Residential Lease Agreement and shall be incorporated as part thereof.

Disputes: The Grievance Policy shall not be applicable to tenant disputes between residents not involving GHA, or to class action disputes. Furthermore, the Grievance Policy is not a forum for initiating or negotiating policy changes between a group or groups of residents and GHA's Board of Commissioners. Therefore, individuals acting as Hearing Officers in accordance with the procedures outlined below will have no authority to change any provision of the Residential Lease Agreement, the Grievance Policy or any other related operational policy of GHA.

### **Applicability**

The Gary Housing Authority shall respond to any tenant complaint which a resident may have with respect to GHA's action or failure to act, provided that such action or failure to act,

adversely affects the individual resident's rights, duties, welfare or status. This policy shall apply to all individual grievances unless otherwise stated herein. This policy does not in anyway prohibit any individual resident from seeking other remedies, which may be available under federal, state and/or local laws.

### **Due Process**

The U.S. Department of Housing and Urban Development (HUD) has issued a due process determination that the laws of the State of Indiana require that a resident be given the opportunity for a hearing in a court, which provides the basic Elements of Due Process, before eviction from a dwelling unit. Therefore, this Grievance Policy shall not apply to any termination of tenancy or eviction that involves the following:

- any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of GHA;
- any drug-related criminal activity on or off such premises;
- violent criminal activity on or off the premises; or,
- any activity resulting in a felony conviction of any member of the household.

### **Informal Settlement of Grievance**

Any grievance shall be personally presented, either orally or in writing, to the GHA Central Office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one (1) copy shall be given to the tenant and one retained in the GHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under 24 CFR 966.55 may be obtained if the complainant is not satisfied.

### **Definitions**

The following definitions shall apply to this policy and the corresponding procedures.

- **Grievance** – any dispute which a tenant may have with respect to GHA actions or failure to act in accordance with the individual's lease agreement or GHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.
- **Complainant** – any tenant whose grievance is presented to the GHA or at the project management office in accordance with the procedures outlined in this policy and federal regulations cite in 24 CFR 966.54 and 966.55(a).

- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - (1) Adequate notice to the tenant of the grounds for terminating the tenancy and for evictions;
  - (2) Right of the tenant to be represented by counsel;
  - (3) Opportunity for the tenant to refute the evidence presented by the GHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
  - (4) A decision on the merits
  
- **Hearing Officer** – a person selected in accordance with federal regulation 24 CFR 966.55 to hear grievances and render a decision with respect thereto.
  
- **Hearing Panel** – a panel selected in accordance with federal regulations 24 CFR 966.55 to hear grievances and render a decision with respect thereto.
  
- **Tenant** – the adult person (or persons) other than a live-in aide:
  - (1) Who resides in the unit, and who executed the lease with the GHA as lessee of the dwelling unit, or if no such person now resides in the unit,
  - (2) Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
  
- **Resident Organization** – includes a resident management corporation.
  
- **Drug-Related Activities** - The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. Section 802)

## **SECTION 15**

### **HOPE VI HOMEOWNERSHIP PROGRAM**

The Gary Housing Authority wishes to foster homeownership among its present public housing and Section 8 program participants as well as other income eligible households who may apply for either program. In furtherance of this goal, the Authority will implement programs that provide opportunities for homeownership as the circumstances allow.

#### **Scattered Site Homeownership Program**

#### **To Be Provided by Section 8 or Housing Operations**

#### **HOPE VI Lease-To-Purchase Homeownership Program**

Pursuant to the Duneland Village HOPE VI grant awarded to the Gary Housing Authority, the Authority submitted to HUD a proposed Lease-to-Purchase Homeownership Plan (The Plan). By letter dated November 21, 2002 this plan was approved by HUD and became effective on December 3, 2002 upon execution by both HUD and the Gary Housing Authority. This Plan is hereby incorporated in its entirety (and included as an exhibit), but important ACOP issues are detailed below.

### **15.1 General Terms of the HOPE VI Lease-To-Purchase Program**

Except as enumerated below or in the approved Lease-To-Purchase Homeownership Plan, all terms and conditions of this Governing Admission and Continued Occupancy of Low Rent Public Housing Statement apply to the HOPE VI Lease-To-Purchase Program.

### **15.2 Participant Selection**

Pursuant to the Approved HOPE VI Lease-To-Purchase Plan, there will be a separately maintained Site Based Waiting list for participants in this Program. This waiting list will be maintained by the department responsible for the program in coordination with the Applications Department. (At this time said department is the HOPE VI office.) Interested applicant can apply at either the office during regular business hours or by response to outreach efforts that are conducted. The following guidelines apply:

- i. Eligibility
  - a. Pursuant to the preferences listed below, prospective HOPE VI Lease-To-Purchase program participants will be present participants in the public housing and Section 8 program.
  - b. As such they must be income eligible for their respective programs.
  - c. Further they must be in good standing in their program, that is, current in their rent payments and in compliance with the terms of their lease.
  - d. They must be desirous of and prepared to assume the obligations of homeownership.

- e. They must be willing to undergo the counseling detailed and required in the Homeownership Plan.
  - f. They must be willing to comply with the terms of the Lease-To-Purchase Homeownership Program lease and assume many everyday maintenance chores.
  - g. Further they must have the reasonable expectation of earning \$25,000 per year at time of purchase (one to three years after occupancy) and therefore, must be employed or in a program that will result in their employment within the specified period. [This last requirement may be modified if the Authority institutes a Section 8 Homeownership in which these applicants can participate.]
  - h. Normal occupancy rules apply in determining allocation of houses of different bedroom sizes, although as this is a homeownership program, reasonable under-occupancy will be permitted.
- ii. Preferences
- Participants in the HOPE VI Lease-To-Purchase Program will be offered in the following order to qualified participants:
1. Residents of Duneland as of the time of the HOPE VI application.
  2. Other public housing residents
  3. Section 8 participants in the FSS Program

Should there be applicants with equal eligibility and preference status, selection will be by date and time of the application.

### **15.3 General Terms**

In general, program participants of the HOPE VI Lease-To-Purchase Program during the period of tenancy must comply with regular public housing rules. However, the terms contained in the Approved HOPE VI Lease-To-Purchase Homeownership Lease spell out additional responsibilities relative to the process of preparing for homeownership.

i. Rules of Occupancy

Program participants are expected to progress to homeownership as quickly as possible.

- 1) Participants in the HOPE VI Lease-To-Purchase Homeownership Program are expected to comply with all the terms of their lease and general public housing rules. This includes but is not limited to timely rent payment, maintaining the premises as described in the lease, respecting the quiet enjoyment of neighbors, complying with program requirements (income verification, inspection, etc.)
- 2) Participants are required to prepare themselves for homeownership within the one to three year period specified in the Plan and the lease. This includes successfully completed the various training courses identified in the Plan, assuming most of the cleaning and maintenance chores, working with the GHA designated counselor to navigate the home purchase process, etc.

## **15.4 Termination**

Participants are subject to termination from the program and eviction from their unit for the following causes:

i. Violation of Lease

Participants are subject to eviction and termination for violating basic provisions of the lease such as rent payment, providing required information, respecting the quiet enjoyment of neighbors, etc.

ii. Failing to Comply with Homeownership Program Requirements

1. Participants who either state or make clear by their actions (failure to work with homeownership counselor, take required training course, interest in a different unit, will not meet income requirements, will not be able to provide down payment, etc.) that they are no longer pursuing or capable of pursuing ownership of the specific unit in which they are residing shall be relocated from the unit, and may be subject to termination from the program.
2. Participants who do not complete the purchase of the homeownership unit in which they reside shall be relocated from the unit, and may be subject to termination from the program.

### **HOPE VI Public Housing Residents**

The Duneland Village HOPE VI mixed-income, mixed finance rental complex is governed by a Management Plan that was adopted by the Gary Housing Authority and Duneland Village LLC, the owners of the complex, and submitted to HUD as part of the evidentiaries for approval. The said Management Plan incorporates substantially all the terms of the Agency's Admission and Continued Occupancy Policies. However, by the terms of the Management Plan, for the public housing residents at the Duneland HOPE VI site, the Management Plan is the governing document and takes precedence in cases where the terms differ.

### **Tenant Selection**

Pursuant to the Management Plan adopted by the Authority after negotiation with the site owner and approved by HUD, residents of Duneland at the time the HOPE VI application was submitted have priority during initial lease-up. These residents will have a ninety-day period to exercise this right. The ninety-day period will begin at least forty-five (45) days prior to general marketing by the owner and its managing agent. After this ninety-day period, the owner and its managing agent will maintain a site-based waiting list for the public housing units, and tenant selection will be based on the terms of the Management Plan.

## SECTION 16

### DEFINITIONS OF TERMS

**Accessible Dwelling Units** - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in (24 CFR § 8.32 & § 40) the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When a dwelling unit in a existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

**Accessible Facility** - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities (24 CFR § 8.3).

**Accessible Route** - for persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility (24 CFR § 8.3 & § 40.3.5).

**Adaptability** - the ability to Change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability (24 CFR § 8.3 & § 40.3.5).

**Allocation Plan** - the Plan submitted by the GHA and approved by HUD under which the GHA is permitted to designate a building or portion of a building for occupancy by Elderly Families or Disabled Families (24 CFR § 945).

**Alteration** - any Change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or Changes to mechanical systems [24 CFR § 8.3 & § 8.23 (b)].

**Applicant** - a person or a family that has applied for admission to housing.

**Area of Operation** - the jurisdiction of the GHA as described in State law and the GHA’s Articles of Incorporation.

**Assets** - means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income (24 CFR § 5.603).

**Auxiliary Aids** - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities (24 CFR § 8.3).

**Care attendant** - a person that regularly visits the unit of a GHA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by GHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

**Citizen** - a citizen (by birth or naturalization) or national of the United States (24 CFR § 5.504).

**Co-head of household** - a household where two persons are held responsible and accountable for the family.

**Continued Assistance** - a mixed family may receive continued housing assistance (full housing benefits instead of pro-rated rent) if: the head of household or spouse has citizenship or eligible immigration status (as of November 29, 1996), and the family composition consists of: the children of the head of household and/or spouse and the parents of head of household and/or spouse (24 CFR § 5.518).

**Dependent** - a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled or a full-time student (24 CFR § 5.603).

**Designated Family** - means the category of family for whom GHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act (24 CFR § 945.105).

**Designated Housing** (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with a HUD approved allocation plan (24 CFR § 945. 105).

**Disabled Family** - means a family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides [24 CFR 5.403(b)].

**Displaced Person** - means a family in which each member, or whose sole member is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such real property. These families may be entitled to special benefits under the Uniform Relocation Act [49 CFR § 24.2 (g)].

**Divestiture Income** - imputed income from assets disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets in this section.)

**Elderly Family** - means a family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly Person** - A person who is at least 62 years of age (24 CFR § 945.105).

**Eligible Immigration Status** - For non-citizens, the proof of eligible immigration status consists of a signed certification of eligible immigration status and the original copy of an acceptable INS document. Examples: Alien Registration Receipt Card (for permanent resident aliens), Arrival-Departure Record, Temporary Resident Card, Employment Authorization Card, or a receipt from INS for a replacement document for one of the above listed categories (24 CFR § 5.508).

**Family** - One or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of the law who will live together in GHA housing. Or two or more persons who are not so related, but can verify shared income or resources and who will live together in GHA housing. This definition includes but is not limited to:

1. 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);
2. An elderly family;
3. A disabled family;
4. A displaced family;
5. The remaining member of a tenant family; and
6. A single person who is not an elderly or displaced person with disabilities, or the remaining member of a tenant family [24 CFR § 5.403 (b)].

**Full-Time Student** - a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school, or trade school (24 CFR § 5.603).

**Head of the Household** - means the family member (identified by the family) who is held responsible and accountable for the family.

**Individual with Disabilities Section 504 definition** (24 CFR § 8.3) The Section 504 definitions of Individual with Disabilities and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability.”

Individual with disabilities means any person who has a physical or mental impairment that:

1. Substantially limits one or more major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

**For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.**

**Definitional elements:**

1. As used in this definition the phrase, “physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
3. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
4. “Has a record of such an impairment” means a history of, or has been - classified as having, a mental or physical impairment that substantially limits one or more major life activities.
5. “Is regarded as having an impairment” means:
  - a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
  - b) Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
  - c) Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

**The 504 definition of disabled does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.**

**Live-in Aide** - a person who resides with an elderly person(s) or person(s) with disabilities and who: is determined by GHA to be essential to the care and well being of the person(s); is not obligated to support the family member; would not be living in the unit except to provide the necessary supportive services; and submits verification of qualifications or certification as a live-in aide by a social worker or health care provider (24 CFR § 5.403).

**Live-in Aides shall comply with the following provisions.**

1. Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care;
2. Move-in of a Live-in Aide must not result in overcrowding of the existing unit (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
3. Live-in Aides have no right to the unit as a remaining member of a resident family;
4. Relatives who satisfy the definitions and stipulations above may qualify as a Live-in Aide but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
5. A live-in aide can be a single person. A live-in aide with a family may also be considered for admission to the unit provided that the addition of the Live-in Aide's family does not result in overcrowding of the existing unit. The adult members of the live-in aide's family must meet GHA's screening criteria.
6. A Live-in Aide will be required to meet GHA's screening requirements with respect to past behavior especially:
  - a) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;
  - b) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

- c) A record of eviction from housing or termination from residential programs.

**Low-Income Household** - a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families (24 CFR § 5.603).

**Medical Expense Allowance** - for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, when these expenses are not compensated for or covered by insurance (24 CFR § 5.603).

**Minor** - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them “emancipated.”

**Mixed Family** - a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. Mixed families are eligible for housing assistance based on a pro-rated rent (24 CFR § 5.504).

**Mixed Population Housing Development** - means a public housing development for elderly and disabled families. The GHA is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan (24 CFR § 945.105).

**Multifamily Housing Development** - for purposes of Section 504, means a project containing five or more dwelling units (24 CFR § 8.3).

**National** - person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession (24 CFR § 5.504).

**Flat Rents** – The rental value of the unit if the PHA could lease the public housing unit on the private market. In determining flat rents, the location, quality, size, type and age must be considered.

**Net Family Assets** (24 CFR § 5.603 and 24 CFR § 5.609) - the net cash value, after deducting reasonable costs that would be incurred in disposing of:

1. Real property (land, houses, mobile homes);
2. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals);
3. Cash value of whole life insurance policies;
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds);
5. Other forms of capital investments (business equipment);
6. Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity;

7. Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale; and
8. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms (24 CFR § 5.603).

**Person with disabilities** (24 CFR § 945.105) - means a person who:

1. **Has a disability as defined in Section 223 of the Social Security Act** (42 USC. 423); **or,**
2. **Is determined to have a physical or mental impairment that:**
  - a) *Is expected to be of long continued and indefinite duration;*
  - b) *Substantially impedes his/her ability to live independently; and,*
  - c) *Is of such nature that such disability could be improved by more suitable housing conditions; or,*
3. **Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act** [42 USC. 6001 (5)].

**Portion of development** - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects (24 CFR § 945.105).

**Pro-rated Rent** - Calculated by subtracting the Total Tenant Payment (TTP) from the Maximum Rent. The result is the family maximum subsidy. Divide the family maximum subsidy by the number of household members. This is the member maximum subsidy. Multiply the member maximum subsidy by the number of family members with citizenship or eligible immigration status. This is the eligible subsidy. Subtract the eligible subsidy from the maximum rent to arrive at the family's rent (24 CFR § 5.520).

**Development, Section 504** - means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, & parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site (4 CFR § 8.3).

**Qualified Individual with Disabilities, Section 504** - with respect to any non-employment program or activity which requires a person to perform a service or to achieve a level of accomplishment, means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient (GHA) can demonstrate would result in a fundamental alteration in its nature (24 CFR § 8.3).

1. **Essential eligibility requirements include: “...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient.**
2. **For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the recipient as a part of the assisted program. The person may not be “qualified” for a project lacking such services.**

**Service Provider** - means a person or organization qualified and experienced in the provision of supportive services, and that is in compliance with any licensing requirements imposed by State or local law for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis (24 CFR § 945.105).

**Single Person** - means a person who lives alone or intends to live alone, who is not an elderly person, a person with disabilities, a displaced person, a near-elderly person, or the remaining member of a tenant family.

**Standard Permanent Replacement Housing** [24 CFR § 950.305(a)(2)] - such housing is:

1. Decent, safe, and sanitary;
2. Adequate for the family size;
3. Occupied pursuant to a lease or occupancy agreement; and
4. Does not include a transient facility such as a motel, hotel, or temporary shelter for victims of domestic violence or homeless families. In the case of domestic violence, the term does not include the housing unit that the applicant, applicant’s spouse, or other member shared with the person who engaged in the violence.

**Spouse** - means the husband or wife of the head of the household.

**Supportive Services** - means services available to persons residing in a development, requested by disabled families and for which there is a need. The term may include, but is not limited to, meal services, health-related services, mental health services, services for non-medical counseling, meals, transportation, personal care, bathing, toileting, housekeeping, chore assistance, safety, group and socialization activities, assistance with medications (in accordance with State law), case management, and personal emergency (24 CFR § 945.105).

**Supportive Services Plan** - The plan describing how GHA will provide or arrange for the provision of the appropriate supportive services requested by the disabled families who will occupy the designated housing and who have expressed a need for these services. [24 CFR § 945.205(b)]

**Tenant Rent** - The amount payable monthly by the Family as rent to GHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the GHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR § 5.603).

**Total Tenant Payment (TTP)** - The portion of rent that is based on a resident's income. The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies) or Welfare Rent, but never less than the Minimum Rent. If the Resident pays the utilities, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent. (24 CFR § 5.613).

**Uniform Federal Accessibility Standards** - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference in 504 regulations [24 CFR § 8.32 (a)].

**Utilities** - means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility (24 CFR § 5.603).

**Very Low-Income Family** - means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development (24 CFR § 5.603).

**Utility Reimbursement** - means funds that are reimbursed to a resident when the Utility Allowance for a unit exceeds the resident's Total Tenant Payment (24 CFR § 5.603).

**Economic Self-Sufficiency Program** (24 CFR § 5.603(b). - any program designed to encourage, assist, train, or facilitate the economic independence of HUD assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Extremely Low Income Family** - a family whose annual income does not exceed 30 percent of the median income for the area (AMI), as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds

that such variations are necessary because of unusually high or low family incomes. (24CFR 5.603 (b)).

**Flat Rent** – a rent determined by the GHA based on the market rent charged for comparable units in the private unassisted rental market, equal to the estimated rent for which GHA could promptly lease a public housing unit after preparation for occupancy. (24CFR 960.253 (b)).

**ATTACHMENT N**  
**Annual Performance and**  
**Evaluation Reports (P&E)**

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

PHA Name:

The Housing Authority of The City of Gary, IN

Grant Type and Number

Capital Fund Program Grant No:

Replacement Housing Factor Grant No:

IN36P011501-04

Federal FY of Grant:

2004

Original Annual Statement

Reserve for Disasters/Emergencies

Revised Annual Statement (revision no.

2 ) (7/08/07)

Performance and Evaluation Report for Program Year Ending

Final Performance and Evaluation Report

Line No.	Summary by Development Account	Original	Revised	Obligated	Expended	Total Estimated Cost	Total Actual Cost
1	Total Non-CGP Funds						
2	1406 Operations	958,000.00	958,000.00	958,000.00	958,000.00		
3	1408 Management Improvements	183,200.00	183,200.00	77,754.01	77,754.01		
4	1410 Administration	227,855.52	227,855.52	214,355.52	214,355.52		
5	1411 Audit	-	-	-	-		
6	1415 Liquidated Damages	-	-	-	-		
7	1430 Fees and Costs	210,000.00	252,094.85	252,094.85	133,738.71		
8	1440 Site Acquisition	-	-	-	-		
9	1450 Site Improvement	60,000.00	37,714.09	-	-		
10	1460 Dwelling Structures	1,943,394.61	2,021,308.33	2,021,308.33	795,492.99		
11	1465.1 Dwelling Equipment - Nonexpendable	186,902.79	172,633.98	146,578.79	146,578.79		
12	1470 Nondwelling Structures	250,000.00	57,905.15	-	-		
13	1475 Nondwelling Equipment	681,970.08	790,611.08	704,698.34	565,335.74		
14	1485 Demolition	80,000.00	80,000.00	-	-		
15	1490 Replacement Reserve	-	-	-	-		
16	1492 Moving to Work Demonstration	-	-	-	-		
17	1495.1 Relocation Costs	10,000.00	10,000.00	10,000.00	10,000.00		
18	1499 Development Activities	-	-	-	-		
19	1501 Collateralization or Debt Service	-	-	-	-		
20	1502 Contingency	-	-	-	-		
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 4,791,323.00	\$ 4,791,323.00	\$ 4,384,789.84	\$ 2,901,255.76		
22	Amount of line 21 Related to LBP Activities	-	-	-	-		
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-		
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-		
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-		
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-		

@ 10/31/07

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

PHA Name: <b>The Housing Authority of The City of Gary, IN</b>		Grant Type and Number Capital Fund Program Grant No: <b>IN36P011501-04</b> Replacement Housing Factor Grant I		Federal FY of Grant: <b>2004</b>		Replacement Housing Factor Grant I		0	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Funds Obligated	Funds Expended		
Broadway	Flat Roofs Alterations	1460.00	1 LS	-	-	-	-	FFA	
Manor	Replace Exterior Siding	1460.00	1 LS	-	-	-	-	FFA	
IN.11-22									
Delaney-East	Re-Roofing of Units & Comm.	1460.00	Total Site	698,463.00	720,748.91	720,748.91	548,673.99	2003&2004	
IN.11-01	Rough Carpentry	1460.00	1 LS	-	19,872.00	19,872.00			
	Painting	1460.00	1 LS	-	1,580.00	1,580.00			
	Insulation	1460.00	1 LS	-	193,043.00	193,043.00			
Delaney-West	Replace Building Ext. Siding	1460.00	42 EA	250,000.00	-	-	-	FFA	
IN.11-04	Trimming and Landscaping	1450.00	1 LS	60,000.00	37,714.09	-	-		
Dorie Miller	Replace Heating Furnaces	1465.00	25 EA	13,000.00	13,000.00	13,000.00	13,000.00	Completed	
IN.11-5	Storm & Upstair window screens	1460.00	Total Site	175,000.00	112,735.00	112,735.00	112,735.00		
	Install new security screens	1460.00	Total Site	240,000.00	285,006.00	285,006.00			
	Asbestos Abatement	1460.00	51 EA	63,608.61	-	-	-	FFA	
	Kitchen Countertops & Cabinets	1465.00		4,211.81	4,211.81	4,211.81	4,211.81	Completed	
	Roofing/Soffit /Fascia	1460.00		-	33,133.00	33,133.00			
	Rough Carpentry	1460.00		-	11,336.00	11,336.00			
	Siding	1460.00		-	52,162.00	52,162.00			
	Insulation	1460.00		-	1,237.00	1,237.00			
Colonial Gard	Roof Repl./gutters/soffits&fascias	1460.00	160 EA	-	-	-	-	FFA	
IN.11-20	Demolition Fire/Flood units	1485.00		40,000.00	40,000.00	-	-		
Al Thomas	Fire Alarm&Sprinkler Systems	1475.00	1 LS	461,970.08	570,611.08	570,611.08	431,248.48		
IN.11-10	AC/Heating Unit Replacement	1465.00	1 LS	8,703.00	8,703.00	8,703.00	8,703.00	Completed	

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-04 Replacement Housing Factor Grant I		Federal FY of Grant: 2004		0		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Act No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
East Point	Install new exterior doors	1460.00	140 EA	50,000.00	187,322.00	187,322.00	-	FFA
IN 11-06	Residing exterior of buildings	1460.00	35 EA	241,323.00	-	-	-	FFA
	Roofs/Soffits/Fascias	1460.00	35 EA	75,000.00	205,606.00	205,606.00	-	
	Replace gutters/downspouts	1460.00	35 EA	25,000.00	24,531.00	24,531.00	-	
	Painting	1460.00		-	27,520.00	27,520.00	-	
	Finish Hardware	1460.00		-	11,392.42	11,392.42	-	
Genesis T. IN.11-25	Annunciator & Control Panel	1465.00	1 LS	19,962.98	19,962.98	19,962.98	-	Completed
Colonial Gard	Replace Heating Furnace	1460.00	28 EA	125,000.00	134,084.00	134,084.00	134,084.00	
Scatt. Site	Residing exterior of buildings	1460.00	28 EA	-	-	-	-	FFA
IN.11-09	Roofs/gutters/soffits/fascias	1460.00	28 EA	-	-	-	-	FFA
Miller Heights IN 11-17	Roofs/gutters/soffits/fascias	1460.00	55 EA	-	-	-	-	FFA
	Demolition Fire/Flood units	1485.00	EA	40,000.00	40,000.00	40,000.00	-	
Scattered Site IN 11-08	Residing exterior of buildings	1460.00	17 EA	-	-	-	-	FFA
	Roofs/Gutters/Soffits & Fascias	1460.00	17 EA	-	-	-	-	FFA
Concord Vill. IN 11-15	Residing exterior of buildings	1460.00	6 EA	-	-	-	-	FFA
	Roofs/Gutters/Soffits & Fascias	1460.00	6 EA	-	-	-	-	FFA
Concord IN 11-19	Replace Exterior siding	1460.00	7 EA	-	-	-	-	FFA
	Kitchen and Bathroom renovation	1460.00	1 LS	-	-	-	-	FFA
HA-Wide Mgmt Improv.	Operations	1406.00	1 LS	958,000.00	958,000.00	958,000.00	958,000.00	
	Resident Training/Travel	1408.00	1 LS	3,200.00	3,200.00	2,961.24	2,961.24	
	Staff Training/Travel	1408.00	1 LS	100,000.00	100,000.00	69,660.53	69,660.53	
	Security/Management Needs	1408.00	1 LS	30,000.00	30,000.00	-	-	
	Computer Software	1408.00	1 LS	50,000.00	50,000.00	5,132.24	5,132.24	
HA-Wide Admin.	Non-Technical Salaries	1410.00	1 LS	-	-	-	-	
	Technical Salaries	1410.00	1 LS	178,751.99	178,751.99	178,751.99	178,751.99	
	Internal Auditor	1411.00	1 LS	-	-	-	-	FFA
	Legal Expense	1410.00	1 LS	-	-	-	-	

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-04 Replacement Housing Factor Grant 1		Federal FY of Grant: 2004		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Original	Revised	Funds Obligated	Funds Expended			
HA-Wide	Fringe Benefits	1410.00	1 LS	35,603.53	35,603.53	35,603.53	35,603.53			
Admin.	Travel Expense	1410.00	1 LS	10,000.00	10,000.00	-	-			
	Publication Expense	1410.00	1 LS	-	-	-	-			FFA
	Telephone Expense	1410.00	1 LS	-	-	-	-			FFA
	Sundry Expense	1410.00	1 LS	3,500.00	3,500.00	-	-			
HA-Wide	A&E services @ 6% of Grant	1430.00	1 LS	210,000.00	252,094.85	2,094.85	2,094.85			J Childs Arch.
Fees & Costs	GHA - future central office	1430.00	1 LS	-	-	250,000.00	131,643.86			Eliminated
HA-Wide	Replace Ranges	1465.10	1 LS	25,000.00	24,950.00	-	-			
	Replace Refrigerators	1465.10	1 LS	25,000.00	25,050.00	25,050.00	25,050.00			
	Replace Hot Water Tanks	1465.10	1 LS	26,025.00	26,025.00	26,025.00	26,025.00			
	Recreational Equipment	1475.00	1 LS	75,000.00	75,000.00	-	-			
	Maint. Trucks/Cars & Equipment	1475.00	1 LS	33,100.00	33,100.00	22,187.26	22,187.26			FFA
	Renov. Site -Based Maint. Shops	1475.00	1 LS	-	-	-	-			FFA
	Renov. Site Office &Comm Bldg	1475.00	1 LS	-	-	-	-			FFA
	New Standby Generator	1475.00	1 LS	111,900.00	111,900.00	111,900.00	111,900.00			Completed
	Reconfiguration of Warehouse	1470.00	1 LS	250,000.00	57,905.15	-	-			
	Network Computer Hardware	1465.00	1 LS	65,000.00	50,731.19	49,626.00	49,626.00			
	Relocation Agency Wide	1495.00	1 LS	10,000.00	10,000.00	10,000.00	10,000.00			
	Development Activity	1499.00	1 LS	-	-	-	-			FFA
	Emergency Repairs	1502.00	1 LS	-	-	-	-			FFA

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)  
Part III: Implementation Schedule**

PHA Name: <b>The Housing Authority of The City of Gary, IN</b>	Grant Type and Number Capital Fund Program Grant No: <b>IN36P011501-04</b> Replacement Housing Factor Grant No: <b>0</b>
Federal FY of Grant: <b>2004</b>	

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA - Wide	9/1/2006			9/1/2008			
Delaney West IN 11-04	9/1/2006			9/1/2008			
Dorie Miller IN 11-05	9/1/2006			9/1/2008			
East Point IN 11-06	9/1/2006			9/1/2008			
Scattered Site IN 11-09	9/1/2006			9/1/2008			
Scattered Site IN 11-08	9/1/2006			9/1/2008			
Concord Village IN 11-15	9/1/2006			9/1/2008			
Miller Heights IN 11-17	9/1/2006			9/1/2008			
Delaney East IN 11-01	9/1/2006			9/1/2008			
Colonial Gardens IN 11-20	9/1/2006			9/1/2008			
Broadway Manor IN 11-22	9/1/2006			9/1/2008			



# Annual Statement / Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHFA Name: **The Housing Authority of The City of Gary, IN** Grant Type and Number: **IN36P011501-05** Federal FY of Grant: **2005**

Capital Fund Program Grant No.: **IN36P011501-05** Revised Annual Statement (revision no. **4**) (7/25/07)

Replacement Housing Factor Grant No.: **2005**

Original Annual Statement     Reserve for Disasters/Emergencies  
 Performance and Evaluation Report for Program Year Ending \_\_\_\_\_     Final Performance and Evaluation Report

Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
		Total Estimated Cost		Total Actual Cost	
1	Total Non-GP Funds				
2	1405 Operations	680,000.00	913,564.00	913,564.00	680,000.00
3	1408 Management Improvements	735,000.00	712,046.48	472,512.94	472,512.94
4	1410 Administration	316,429.78	251,429.78	251,429.78	251,429.78
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	200,000.00	339,748.11	339,748.11	26,140.69
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	490,000.00	40,000.00	-	-
10	1460 Dwelling Structures	1,461,391.22	1,260,891.42	1,260,891.42	8,274.20
11	1465.1 Dwelling Equipment - Nonexpendable	30,000.00	16,436.00	9,945.00	9,945.00
12	1470 Nondwelling Structures	180,000.00	18,705.21	18,705.21	18,705.21
13	1475 Nondwelling Equipment	225,000.00	825,000.00	817,915.40	127,915.40
14	1485 Demolition	20,000.00	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	115,000.00	75,000.00	38,561.41	38,561.41
18	1499 Development Activities	115,000.00	115,000.00	115,000.00	-
19	1501 Collateralization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 4,567,821.00	\$ 4,567,821.00	\$ 4,238,273.27	\$ 1,633,484.63
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

@ 10/31/07

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-05 Replacement Housing Factor Grant I			Federal FY of Grant: 2005		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Funds Obligated	Funds Expended		
				Original	Revised				
Carolyn Mosley	Exterior Roofing	1460.00	1 LS	85,000.00	-	-	-	FFA	
Hi-Rise	Interior Painting	1460.00	1 LS	52,000.00	-	-	-	FFA	
IN 11-11									
Delaney-East	Low-Water Pressure Sewer Clean-out	1460.00	1 LS	194,391.22	-	-	-	FFA	
IN 11-01	Interior Painting	1460.00	1 LS	120,000.00	40,000.00	-	-	FFA	
Delaney-West	Sewer Clean-out	1450.00	1 LS	110,000.00	-	-	-	FFA	
IN 11-04									
Dorie Miller	Sewer Clean-out	1450.00	1 LS	110,000.00	-	-	-	FFA	
IN 11-5	Learning Center Roof Repair Replace Soffits and Fascias	1460.00	1 LS	-	-	-	-	FFA	
	Site Improvements	1450.00	1 LS	-	-	-	-	FFA	
	Exterior Siding	1460.00	25 EA	-	-	-	-	FFA	
	Low-Water Pressure	1460.00	1 LS	190,000.00	-	-	-	FFA	
Ivanhoe Garde	Sewer Clean - out	1450.00	1 LS	-	-	-	-	FFA	
IN 11-02									
Colonial Gard.	Roof Repl./gutters/soffits&fascias	1460.00	160 EA	-	344,115.00	344,115.00	-	FFA	
IN 11-20	Exterior Siding	1460.00	1 LS	-	-	-	-	FFA	
	New Administration Office	1470.00	1 LS	-	-	-	-	FFA	
	Masonry	1460.00	1 LS	-	11,984.00	11,984.00	-	FFA	
	Carpentry (Rough/Finish) &Hardware	1460.00		-	45,689.00	45,689.00	-		
	Metal Doors-Entry/Storm Painting	1460.00	1 LS	-	47,758.00	47,758.00	-		
		1460.00	1 LS	-	19,775.00	19,775.00	-		

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-05 Replacement Housing Factor Grant 1:		Federal FY of Grant: 2005		0		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
East Point	Closet & Interior Doors	1460.00	1 LS	220,000.00	-	-	-	FFA
IN 11-06	Gutters/Soffit/fascia & Downspouts	1460.00	35 EA	-	61,818.22	61,818.22	-	2004
	Carpentry (Rough/Finish) & Hardware	1460.00		-	-	-	-	
3280 Pierce	Painting Interior	1460.00	1 LS	100,000.00	-	-	-	FFA
IN 11-07								
Genesis T.	Interior Lobby Upgrade & Hallway	1470.00	1 LS	130,000.00	18,705.21	18,705.21	18,705.21	FFA
IN.11-25	Interior Lighting Upgrade	1470.00	1 LS	50,000.00	-	-	-	FFA
Ivanhoe Garde	Exterior Doors/Metal/Storm	1460.00		-	57,630.00	57,630.00	-	
Seatt. Site	Carpentry (Rough/Finish) & Hardware	1460.00		-	20,872.00	20,872.00	-	
IN 11-23	Painting	1460.00		-	3,422.00	3,422.00	-	
	Gutters/Downspouts	1460.00		-	20,295.00	20,295.00	-	
Miller Heights	Sewer Clean - out	1450.00	1 LS	85,000.00	-	-	-	FFA
IN 11-17	Closet & Interior Doors	1460.00	1 LS	95,000.00	-	-	-	FFA
	Replace Downspouts/Gutters	1460.00		-	30,302.00	30,302.00	-	
	Carpentry (Rough/Finish) & Hardware	1460.00		-	70,525.00	70,525.00	-	
	Roofs/Soffits & Fascias	1460.00		-	199,415.00	199,415.00	-	
	Painting	1460.00		-	10,082.00	10,082.00	-	
	Insulation	1460.00		-	4,105.00	4,105.00	-	
	Siding, Doors & Window (2003)	1460.00		-	8,274.20	8,274.20	8,274.20	2003
Concord	Closet & Interior Doors	1460.00	1 LS	320,000.00	-	-	-	FFA
Village	Roofs/Soffits/Fascias/Gut/Downsp	1460.00		-	142,900.00	142,900.00	-	
IN 11-08	Carpentry (Rough/Finish) & Hardware	1460.00		-	11,053.00	11,053.00	-	
	Painting	1460.00		-	3,200.00	3,200.00	-	
HA-Wide	Operations	1406.00	1 LS	680,000.00	913,564.00	913,564.00	680,000.00	
HA-Wide	Resident Training/Travel	1408.00	1 LS	5,000.00	5,000.00	5,000.00	-	
Mgmt Improv.	Staff Training/Travel	1408.00	1 LS	110,000.00	95,320.68	95,320.68	-	
	GH/A/H-Rise Security	1408.00	1 LS	450,000.00	450,000.00	449,828.64	449,828.64	
	Computer Software	1408.00	1 LS	20,000.00	20,000.00	2,449.00	2,449.00	
HA-Wide	Vacant Unit Crew	1408.00	1 LS	100,000.00	100,000.00	-	-	
	Preparation for REAC Inspect.	1408.00	1 LS	25,000.00	25,000.00	20,235.30	20,235.30	
	Material/Equipment Inventory	1408.00	1 LS	25,000.00	16,725.80	-	-	
HA-Wide	Non-Technical Salaries	1410.00	1 LS	18,671.81	18,671.81	18,671.81	18,671.81	

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-05 Replacement Housing Factor Grant I		Federal FY of Grant: 2005		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Original	Revised	Funds Obligated	Funds Expended			
				HA-Wide Admin.	Technical Salaries	1410.00	1LS	192,407.12	192,407.12	192,407.12
	Legal Expense	1410.00	1LS	5,000.00	-	-	-	FFA		
	Fringe Benefits	1410.00	1LS	40,350.85	40,350.85	40,350.85	40,350.85	FFA		
	Travel Expense	1410.00	1LS	50,000.00	-	-	-	FFA		
	Sundry Expense	1410.00	1LS	5,000.00	-	-	-	FFA		
	Publication Expense	1410.00	1LS	2,500.00	-	-	-	FFA		
	Telephone Expense	1410.00	1LS	2,500.00	-	-	-	FFA		
	Independent Auditor	1411.00	1LS	-	-	-	-	FFA		
HA-Wide Fees & Costs	A&E services @ 6% of Grant	1430.00	1LS	200,000.00	339,748.11	9,350.00	9,349.99	J. Shuldiner		
	Fees & Cost	1430.00	1LS	-	-	250,000.00	-	J. Childs Arch.		
	A&E Services	1430.00	1LS	-	-	4,250.00	4,250.00	IES		
	Fee Accountant	1430.00	1LS	-	-	76,148.11	12,540.70	F&F 2003		
	MIS Project Manager	1430.00	1LS	-	-	-	-	FFA		
	Section 8 Administrator	1430.00	1LS	-	-	-	-	FFA		
HA-Wide	Replace Ranges	1465.10	1LS	10,000.00	3,245.00	-	-			
	Replace Refrigerators	1465.10	1LS	10,000.00	3,246.00	-	-			
	Replace Hot Water Tanks	1465.10	1LS	10,000.00	9,945.00	9,945.00	9,945.00			
	Maintenance Equipment	1475.00	1LS	125,000.00	127,915.40	127,915.40	127,915.40			
	Replace Maintenance Trucks	1475.00	1LS	100,000.00	7,084.60	-	-			
	Security & Duress Equipment	1475.00	1LS	-	690,000.00	690,000.00	-			
	Tree Trimming & Cutting	1450.00	1LS	-	-	-	-	FFA		
	Landscape Sod and Dirt	1450.00	1LS	-	-	-	-	FFA		
	Exterior Keys & Locks Change-out	1460.00	1LS	10,000.00	-	-	-	FFA		
	Exterior Doors Replacement	1460.00	1LS	50,000.00	-	-	-	FFA		
	Roof Repair and Replacement	1460.00	1LS	25,000.00	-	-	-	FFA		
	Relocation	1495.00	1LS	115,000.00	75,000.00	38,561.41	38,561.41			
	Technical Advisor-Mixed Finance	1499.00	1LS	40,000.00	40,000.00	40,000.00	-			
	Gap Financing	1499.00	1LS	75,000.00	75,000.00	75,000.00	-			
	Demolition	1485.00	1LS	20,000.00	-	-	-	FFA		
HA-Wide 11-1, 5,6,8,17,20&23	Allowances/Bond/Gen. Condition	1460.00		-	147,677.00	147,677.00	-			
HA-Wide	Asphalt Repair & Replacement	1450.00	1LS	-	-	-	-	FFA		
	Curb & Sidewalk Repair	1450.00	1LS	-	-	-	-	FFA		

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

PHA Name: **The Housing Authority of The City of Gary, IN** Grant Type and Number: **IN36P011501-05** Federal FY of Grant: **2005**

Development Number: **HA - Wide** Capital Fund Program Grant No.: **IN36P011501-05** Replacement Housing Factor Grant No.: **0** Reasons for Revised Target Dates

Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised	Actual	Original	Revised	Actual
HA - Wide	8/17/2007			8/17/2009		
Delaney East IN 11-01	8/17/2007			8/17/2009		
Dorie Miller IN 11-05	8/17/2007			8/17/2009		
East Point IN 11-06	8/17/2007			8/17/2009		
Ivanhoe Gardens IN 11-02	8/17/2007			8/17/2009		
Concord Scattered Site IN 11-08	8/17/2007			8/17/2009		
Concord Village IN 11-15	8/17/2007			8/17/2009		
Carolyn Mosley HI-Rise IN 11-11	8/17/2007			8/17/2009		
Miller Heights IN 11-17	8/17/2007			8/17/2009		
Delaney West IN 11-04	8/17/2007			8/17/2009		
Colonial Gardens IN 11-20	8/17/2007			8/17/2009		
3280 Pierce St. HI-Rise IN 11-07	8/17/2007			8/17/2009		
Genesis Towers IN 11-25	8/17/2007			8/17/2009		
Ivanhoe Scattered Sites IN 11-23	8/17/2007			8/17/2009		

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

PHA Name: **The Housing Authority of The City of Gary, IN**  
 Grant Type and Number: **IN36P011501-06**  
 Capital Fund Program Grant No.: **IN36P011501-06**  
 Replacement Housing Factor Grant No.: **2006**  
 Federal FY of Grant: **2006**

Original Annual Statement     Reserve for Disasters/Emergencies  
 Performance and Evaluation Report for Program Year Ending     Revised Annual Statement (revision no. **3**) (**8/23/07**)  
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Revised	Obligated	Total Actual Cost	Expended
1	Total Non-CGP Funds					
2	1406 Operations	470,000.00	155,984.00	-	-	-
3	1408 Management Improvements	235,000.00	-	-	-	-
4	1410 Administration	282,500.00	40,734.00	-	-	-
5	1411 Audit	5,000.00	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-	-
7	1430 Fees and Costs	260,000.00	-	-	-	-
8	1440 Site Acquisition	-	-	-	-	-
9	1450 Site Improvement	1,371,000.00	-	-	-	-
10	1460 Dwelling Structures	1,512,752.00	1,363,128.00	1,363,128.00	-	-
11	1465.1 Dwelling Equipment - Nonexpendable	30,000.00	-	-	-	-
12	1470 Nondwelling Structures	50,000.00	-	-	-	-
13	1475 Nondwelling Equipment	88,285.00	-	-	-	-
14	1485 Demolition	50,000.00	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-	-
17	1495.1 Relocation Costs	50,000.00	-	-	-	-
18	1499 Development Activities	225,000.00	-	-	-	-
19	1501 Collateralization or Debt Service	-	-	-	-	-
20	1502 Contingency	50,000.00	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 4,679,537.00	\$ 1,559,846.00	\$ 1,363,128.00	\$ -	\$ -
22	Amount of line 21 Related to LBP Activities	-	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-	-
26	Amount of line 21 Related to Energy Conservation Measures	-	-	-	-	-

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-06 Replacement Housing Factor Grant 1		Federal FY of Grant: 2006		0		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Broadway Manor	Gas Furnace Replacement	1460.00	1 LS	100,000.00	-	-	-	FFA
IN-11-22	Roof Redesign	1460.00	1 LS	140,000.00	663,074.00	663,074.00	-	FFA
Ivanhoe Gardens	Roofing Replacement and Repair Exterior Waterlines Replacement	1460.00	1 LS	50,000.00	-	-	-	FFA
IN-11-02	Streets & Sidewalks Repairs Perimeter Fencing of Development	1450.00	1 LS	100,000.00	-	-	-	FFA
	Appraisal	1450.00	1 LS	50,000.00	-	-	-	FFA
	Demolition	1485.00	1 LS	50,000.00	-	-	-	FFA
	Relocation Plan	1495.00	1 LS	50,000.00	-	-	-	FFA
3280 Pierce	Closest & Interior	1460.00	1 LS	140,000.00	-	-	-	FFA
IN-11-7	Structural Problems	1460.00	1 LS	150,000.00	-	-	-	FFA
Hi-Rise	Laundry Facility	1470.00	1 LS	50,000.00	-	-	-	FFA
	Roof Repair	1460.00	1 LS	-	294,739.00	294,739.00	-	FFA
Colonial Gard	Sewer Clean-out	1450.00	1 LS	90,000.00	-	-	-	FFA
IN-11-09	Closest & Interior Doors	1460.00	1 LS	90,000.00	-	-	-	FFA
Colonial Gard	Sewer Clean-out	1450.00	1 LS	90,000.00	-	-	-	FFA
IN-11-10	Closest & Interior Doors	1460.00	1 LS	90,000.00	-	-	-	FFA

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

PHA Name: <b>The Housing Authority of The City of Gary, IN</b>		Grant Type and Number Capital Fund Program Grant No: <b>IN36P011501-06</b> Replacement Housing Factor Grant I		Federal FY of Grant: <b>2006</b>		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Original	Revised	Funds Obligated	Funds Expended			
Carolyn B.	Interior Painting Bldg & Units	1460.00	1 LS	100,000.00	-	-	-	FFA		
Mosby	Roof Repair	1460.00	1 LS	-	405,315.00	405,315.00	-			
IN11-11	Tuck Pointing & Structural Repairs	1460.00	1 LS	25,000.00	-	-	-	FFA		
Genesis T.	Interior Painting Bldg & Units	1460.00	1 LS	200,000.00	-	-	-	FFA		
	Resurface Residents Parking Lot	1450.00	1 LS	25,000.00	-	-	-	FFA		
	New Employees Parking Lot	1450.00	1 LS	50,000.00	-	-	-	FFA		
Ivanhoe Gardens	Exterior Doors	1460.00	1 LS	10,000.00	-	-	-	FFA		
Miller Heights	Exterior Doors	1460.00	1 LS	85,000.00	-	-	-	FFA		
HA-Wide	Operations	1406.00	1 LS	470,000.00	155,984.00	-	-			
Mgmt Improv.	Resident Training	1408.00	1 LS	10,000.00	-	-	-	FFA		
	Staff Training	1408.00	1 LS	30,000.00	-	-	-	FFA		
	Computer Software	1408.00	1 LS	5,000.00	-	-	-	FFA		
	Network Technical Assistance	1408.00	1 LS	40,000.00	-	-	-	FFA		
	Vacant Unit Crew	1408.00	1 LS	100,000.00	-	-	-	FFA		
	Hi-Rise Security	1408.00	1 LS	50,000.00	-	-	-	FFA		
HA-Wide	Non-Technical Salaries	1410.00	1 LS	50,000.00	38,000.00	-	-			
Admin.	Technical Salaries	1410.00	1 LS	150,000.00	-	-	-	FFA		
	Independent Auditor	1411.00	1 LS	5,000.00	-	-	-	FFA		
	Legal Expense	1410.00	1 LS	5,000.00	-	-	-	FFA		

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-06		Federal FY of Grant: 2006				
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Fringe Benefits	1410.00	1 LS	20,000.00	2,734.00	-	-	FFA
Admin.	Travel Expense	1410.00	1 LS	50,000.00	-	-	-	FFA
	Publication Expense	1410.00	1 LS	2,500.00	-	-	-	FFA
	Telephone Expense	1410.00	1 LS	-	-	-	-	FFA
	Sundry Expense	1410.00	1 LS	5,000.00	-	-	-	FFA
HA-Wide	A&E services @ 6% of Grant	1430.00	1 LS	250,000.00	-	-	-	FFA
Fees & Costs	Phase II Environmental Assess.	1430.00	1 LS	10,000.00	-	-	-	FFA
HA-Wide	Replace Ranges	1465.10	1 LS	10,000.00	-	-	-	FFA
	Replace Refrigerators	1465.10	1 LS	10,000.00	-	-	-	FFA
	Replace Hot Water Tanks	1465.10	1 LS	10,000.00	-	-	-	FFA
	Maintenance Equipment	1475.00	1 LS	10,000.00	-	-	-	FFA
	Replace Maintenance Trucks	1475.00	1 LS	78,285.00	-	-	-	FFA
	Tree Trimming & Cutting	1450.00	1 LS	150,000.00	-	-	-	FFA
	Landscape Sod and Dirt	1450.00	1 LS	150,000.00	-	-	-	FFA
	Exterior Keys & Locks Change-out	1460.00	1 LS	10,000.00	-	-	-	FFA
	Exterior Door Replacement	1460.00	1 LS	50,000.00	-	-	-	FFA
	Roof Repair and Replacement	1460.00	1 LS	172,752.00	-	-	-	FFA
	Asphalt Repair & Replacement	1450.00	1 LS	150,000.00	-	-	-	FFA
	Curb & Sidewalk Repair & Replace	1450.00	1 LS	300,000.00	-	-	-	FFA
	Window Replacement	1460.00	1 LS	100,000.00	-	-	-	FFA
	Exterior Security Lighting	1450.00	1 LS	100,000.00	-	-	-	FFA
	Hydrants	1450.00	1 LS	16,000.00	-	-	-	FFA
	New Central Office Building	1499.00	1 LS	-	-	-	-	FFA
	Technical Advisor - Mixed Finance	1499.00	1 LS	225,000.00	-	-	-	FFA
	Emergency Repairs	1502.00	1 LS	50,000.00	-	-	-	FFA



# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Gary Housing Authority

Grant Type and Number  
 Capital Fund Program: IN36R011501-06  
 Replacement Housing Factor Grant No: 1<sup>st</sup> Increment (5<sup>th</sup> Year)

Federal FY of Grant:  
 2006

Original Annual Statement  
 Performance and Evaluation Report for Period Ending:  Final Performance and Evaluation Report  
 Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 2 )

Line No.	Summary by Development Account	Original Total Estimated Cost	Revised	Obligated	Expended Total Actual Cost
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	66,844.00	68,819.00	66,844.00	66,844.00
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 66,844.00	\$ 68,819.00	\$ 66,844.00	\$ 66,844.00
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				

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

PHA Name:

**The Housing Authority of The City of Gary, IN**

Grant Type and Number

Capital Fund Program Grant No:

Replacement Housing Factor Grant No:

IN36P011501-07

Federal FY of Grant:

2007

Original Annual Statement  Reserve for Disasters/Emergencies

Revised Annual Statement (revision no. )

Performance and Evaluation Report for Program Year Ending

Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Revised	Obligated	Total Actual Cost	Expended
1	Total Non-CGP Funds					
2	1406 Operations	947,665.00	-	-	-	-
3	1408 Management Improvements	372,707.00	-	-	-	-
4	1410 Administration	415,499.00	-	-	-	-
5	1411 Audit	70,000.00	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-	-
7	1430 Fees and Costs	200,000.00	-	-	-	-
8	1440 Site Acquisition	-	-	-	-	-
9	1450 Site Improvement	1,215,000.00	-	-	-	-
10	1460 Dwelling Structures	990,200.00	-	-	-	-
11	1465.1 Dwelling Equipment - Nonexpendable	467,261.00	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-	-
13	1475 Nondwelling Equipment	60,000.00	-	-	-	-
14	1485 Demolition	-	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-	-
18	1499 Development Activities	-	-	-	-	-
19	1501 Collateralization or Debt Service	-	-	-	-	-
20	1502 Contingency	-	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 4,738,332.00	\$ -	\$ -	\$ -	\$ -
22	Amount of line 21 Related to LBP Activities	-	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	353,707.00	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-	-

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

PHA Name: **The Housing Authority of The City of Gary, IN**  
 Grant Type and Number: **Capital Fund Program Grant No: IN36P011501-07**  
 Replacement Housing Factor Grant 1: **0**  
 Federal FY of Grant: **2007**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide Admin	Independent Auditor	1411.00	1 LS	70,000.00	-	-	-	
HA-Wide	A&E Services	1430.00	1 LS	200,000.00	-	-	-	
Fee & Costs					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
HA-Wide	Operations	1406.00	1 LS	947,665.00	-	-	-	
	Resident Training	1408.00	1 LS	1,500.00	-	-	-	
	Staff Training	1408.00	1 LS	7,500.00	-	-	-	
	Computer Software	1408.00	1 LS	10,000.00	-	-	-	
	GHA Security	1408.00	1 LS	353,707.00	-	-	-	
	Non-Technical Salaries	1410.00	1 LS	113,839.00	-	-	-	
	Technical Salaries	1410.00	1 LS	188,839.00	-	-	-	
	Legal Expense	1410.00	1 LS	1,500.00	-	-	-	
					-	-	-	





**ATTACHMENT O**  
**Assessment of Site-Based**  
**Waiting List Development**  
**Demographic Characteristics**

## Assessment of Site-Based Waiting List Development Demographic Characteristics

FISCAL YEAR	FY 2007	FY 2008 Current	CHANGE	%
<b>Waiting List Total</b>	<b>856</b>	<b>943</b>	<b>87</b>	<b>10%</b>
<b>Income</b>				
<b>&lt;=30% of AMI</b>	<b>459</b>	<b>804</b>	<b>345</b>	<b>75%</b>
<b>&gt;30% but &lt; 50% of AMI</b>	<b>36</b>	<b>129</b>	<b>93</b>	<b>258%</b>
<b>&gt;50% but &lt;80% of AMI</b>	<b>66</b>	<b>10</b>	<b>-56</b>	<b>-85%</b>
<b>Elderly</b>	<b>37</b>	<b>65</b>	<b>28</b>	<b>76%</b>
<b>Families with Disabilities</b>	<b>148</b>	<b>239</b>	<b>91</b>	<b>61%</b>
<b>Race</b>				
<b>White</b>	<b>20</b>	<b>15</b>	<b>-5</b>	<b>-25%</b>
<b>Black</b>	<b>835</b>	<b>922</b>	<b>87</b>	<b>10%</b>
<b>Asian</b>	<b>1</b>	<b>0</b>	<b>-1</b>	<b>-100%</b>
<b>Other</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>600%</b>

**ATTACHMENT P**  
**Maintenance Plan**

# **GARY HOUSING AUTHORITY'S MAINTENANCE PLAN OF OPERATION**

## **GENERAL INFORMATION**

The Housing Authority of the city of Gary, Indiana (hereinafter referred to as Gary Housing authority of GHA) was formed in 1937 for the purpose of providing low-income public housing. GHA now own and operated 8 public housing AMPS 1, 2, 3, 4, 5, 7, 9 and 10. The mission of the Gary Housing Authority's Board of Commissioners and staff is at all times to develop and maintain each Public Housing Development unit solely for the purpose of providing decent, safe and sanitary housing for eligible families in a manner that promotes serviceability, economy, efficiency and stability of the housing developments and the economic and social well-being of the residents.

## **STAFFING PLAN**

The Executive Director is responsible for the day-to-day operation of the Gary Housing Authority. The Executive Director implements policies and procedures instituted by the Board of Commissioners. All staff answers to the Executive Director or Deputy Director per the Gary Housing authority's Organizational Chart.

Gary Housing Authority's strategy for meeting the day-to-day maintenance needs of the properties is to assign specific maintenance staff to each development. The assignment of maintenance staff to specific locations will be at the discretion of the Maintenance Superintendent or Working Foreman. The Maintenance staff shall answer directly on a day-to-day basis to the Manager of his/her development.

The maintenance staff consists of 47 full time people including the Working Foreman and Laborers. It is the intent of Gary Housing authority to assign 1 maintenance man for each 40 units of housing. Each development shall consist of a minimum of a Serviceman III, II, and I, Janitor/Janitress and Laborer, with the exception of the elderly hi-rise building. They will consist of a Serviceman II, Caretaker, and a Janitor/Janitress.

## **GOALS AND OBJECTIVES**

The goals and objectives of Gary Housing Authority's Maintenance Department is to maintain each and every development in a condition equal to or greater than REAC and UPCS requirements, to meet and exceed all maintenance related MASS Sub-Indicators #1 Unit Turnaround Time, #3 Outstanding Work Orders, and #4 Annual Inspection of Units and Major Systems and to properly utilize the existing staff with reasonable amount of overtime within budget and on schedule.

### **A. ANNUAL MAINTENANCE MANAGEMENT PLAN**

Gary Housing authority has established a maintenance plan in order to provide decent, safe, and sanitary housing through providing responsible maintenance in order to maintain its

units. The purpose of GHA's Maintenance Plan is to improve the Authority's maintenance operation to more effectively use all of its care resources and to improve **HUD PHAS** scores.

This plan should help in the budgeting process, both justifying and getting needed resources. The plan is designed to assess current and future needs. It will also help the Authority to remember that every decision it makes to direct resources toward one maintenance category affects the resources available in another. For example, if all resources are directed to resident-generated work orders, resources are not available to perform unit inspection repair.

However, application of resources in one area sometimes decreases needs in another. For example, conducting an annual preventive maintenance inspection and repair program (required by **PHAs**) should reduce routine work requests and result in more available labor for vacancy renovations. A maintenance plan will also help **GHA** avoid a crisis approach to maintenance.

The components of **GHA's** comprehensive plan are as followed: Annual dwelling unit inspection and repair/preventive maintenance, building and site systems/equipment inspection/PM, repair, and servicing, painting, extraordinary repair and replacement, programmed maintenance, routine and janitorial, **Capital Funds** schedule (modernization), procurement schedule, training and quality control inspections. Such a comprehensive plan shall also be supported by a staffing plan, inventory and procurement plan, contract schedule, leave schedule, resident input, and approved budget.

# GARY HOUSING AUTHORITY MAINTENANCE PLAN

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## SCOPE OF MAINTENANCE OPERATIONS

Managing maintenance is a major role for any Housing Agency and GHA is no exception. The number of public housing units in the GHA inventory determines the complexity of the job, the age of units, the characteristics of the families in occupancy and the location of the units. A well-managed maintenance operation will provide for:

1. A Planned Maintenance Program;
2. A timely response by Maintenance Staff to emergencies;
3. A work order system organized by type of work;
4. A minimal backlog of maintenance work orders;
5. A Maintenance Staff appropriately utilized, trained staffed and supervised;
6. A program for repairing and returning vacant units to occupancy within an acceptable time frame;
7. A routine Maintenance Program including regular janitorial services;
8. Cyclical painting of all units;
9. Regular servicing of mechanical systems;
10. Supervision of maintenance work carried out by private contractors;
11. Unit inspections carried out annually for occupied units as well as upon move-in and move-out; and
12. Grounds maintenance
13. Warehousing and Inventory Control

This Maintenance Plan outlines procedures, which provide for the effective performance of these functions of the GHA Maintenance Staff.

The importance of quality maintenance performed in a timely fashion cannot be over-emphasized as a priority for the GHA systematic and prudent maintenance keeps the Agency's physical plant in a good state of repair and extends its useful life. This results in lower operating and upkeep cost. A competent Maintenance Program also enhances resident satisfaction and encourages resident cooperation.

The performance standards established for GHA maintenance functions are:

1. Respond to resident generated service requests within three working days;
2. Respond to emergency service requests within 24 hours;
3. Respond to urgent service requests within two working days;
4. Adhere to a documented Planned Maintenance Program;
5. Inspect all units for Planned Maintenance annually;
6. Complete all scheduled Planned Maintenance inspection in a timely fashion;
7. Adopt and adhere to a cyclical painting program;
8. Prepare vacant units for occupancy within 21 working days;
9. Provide maintenance employees with access to all necessary tools, equipment, supplies, and materials.

The Maintenance Staff plays a vital role in the management of GHA properties. The function and responsibility of the Maintenance Staff is to preserve the physical assets of the GHA and to

provide services to GHA residents allowing them to live in decent, safe, and sanitary housing in good repair.

## **I. MAINTENANCE PRIORTIES**

### **A. Policy**

In order to effectively maintain the physical condition of GHA communities, it is necessary to set certain priorities so that more urgent requirements can take precedence over routine needs. Maintenance work shall be performed according to the following priorities of work order categories:

- #1 Emergency—Life-threatening, or extreme property damage
- #2 Urgent—Major inconvenience to resident, property damage;
- #3 Routine-resident or management request;
- #4 UPCS—Repairs required for local code or HUD compliance;
- #5 PM—Planned and seasonal maintenance;
- #6 Vacancy Prep— Prepare units for occupancy;
- #7 After Hours Service—As stated;
- #8 Special Projects/Periodic—Any type of deferred maintenance;

### **C. Procedure**

The Manager/Lead person will review all work orders on hand at the beginning of each workday, evaluate, and prioritize them for completion in the order described above.

During the course of each workday, current work request will be evaluated as to priority. Current evaluations may require a re-scheduling of the day's workload to accomplish all work within the established priorities does not excuse failure to attain the maintenance performance standards.

#### **1. Emergency Work Orders**

Emergency work orders address an immediate threat to life, health and safety to property or to the resident, or are related to fire safety. Examples include, but are not limited to, an unhealthy or undrinkable water supply, gas leak, broken/blocked sanitary sewer line, failed heating system, hazardous electrical system, and situations causing an exposure to asbestos, lead-base paint, or other toxic materials.

#### **2. Urgent Work Orders**

Urgent items are those that create a major inconvenience for residents but are not life threatening nor will cause serious property damage. These may include sink or toilet stoppage, refrigerator not running (except on Friday afternoon) or the like. Urgent work will be performed within two working days.

**3. Routine Service**

Included in this category is all work items initiated as a result of resident or GHA requests. These may include electrical or plumbing repairs, fixing broken windowpanes and floor tiles, or the like. Routine maintenance is to be performed within three working days.

**4. Unit Inspection**

Unit inspection work orders are those generated as part of the UPCS Inspection Program and include both work orders issued for the initial inspection of a unit as well as work orders issued as a result of the inspection.

**5. Planned Maintenance**

Planned Maintenance work orders are those automatically generated to assure completion of all necessary dwelling unit and system scheduled maintenance. This includes janitorial work, painting, and scheduled maintenance tasks.

**6. Turnover of Vacant Units**

All vacant units requiring only minor rehabilitation shall be make ready by Maintenance Staff within 7 working days. Criteria for classifying units as needing rehabilitation can be found in Section V.

**7. After Hours Service**

As stated, coverage provided by GHA maintenance staff to respond to emergencies after the end of the working day and over the weekend.

**8. Special Projects**

Any type of deferred maintenance

**II. MAINTENANCE WORK ORDER SYSTEM**

**A. Policy**

Work Orders are generated to notify the GHA of a need for repair. Resident maintenance work request are to be called into their Management office. Maintenance employees shall make no repairs without an authorized work order form. Repairs are to be performed within the time frames established in GHA performance standards.

## **B. Procedures**

### **1. Emergency**

When the Management office receives a work request, which is an emergency, the Maintenance Staff is contacted immediately. He/she will then proceed to the location of the emergency and verify the existence of an emergency situation.

### **2. Routine Service**

A maintenance request called in by a resident or GHA staff will be received by the Management office. They will issue the appropriate work order. Work orders will be categorized by the Manager or Service Person III and distribute to the appropriate staff.

The Maintenance Staff will pick up work orders at the Management Office twice each day. The Service Person III/Manager will assign work orders twice each day at the beginning of the workday and immediately after lunch. Insofar as it is possible, maintenance employees will be issued parts and supplies needed to complete assigned work orders as part of their truck inventory. The Staff completing the work will record the time he/she started and completed the work. He/she will also record all material and supplies used to complete the work orders to ensure that they are complete and correct. The completed work orders will then be returned to the Work Order Center and Staff will file them in the unit files.

### **3. Maintenance Staff Generated Requests**

The majority of work requests initiated by the GHA Staff will be those attributable to planned maintenance, or unit inspections. Such work orders will be issued and distributed to the Sites or Developments by the Work Order Center. The Foreman assigns these work orders, along with all others, and is responsible for seeing that they are completed within the proper time frames. All other aspects of these work orders are handled as with routine work orders.

## **III. EMERGENCY SERVICE**

### **A. Policy**

The Maintenance Staff, Executive Director and Administrative Staff are authorized to act in a matter pertaining to the provision of emergency maintenance service for GHA owned developments. Emergency maintenance is provided to repair or correct conditions that may cause physical injury and/or cause damage to GHA property if not immediately corrected. "Emergency" is defined in Section II.B.1 above. Emergency service is provided 24 hours a day, 7 days a week.

**B. Procedure**

Maintenance Staff shall be on call 24 hours each day either at the GHA office or residence to receive emergency calls. He/she shall make the necessary repair or contain the situation until the repair can be completed. If he/she cannot resolve the matter, the on-call person must contact the appropriate service as designated by the Director of Facilities Management.

Between 5:00 p.m. and 8:00 a.m., the Maintenance Shift maintenance technician will receive all calls. The Maintenance Staff will make all necessary arrangements to resolve the problem. If the Maintenance Staff receives a call that is clearly not an emergency, he/she shall so inform the caller and also inform them first thing the next regularly scheduled workday. A work order shall be issued for each call to which an employee is dispatched. The work orders shall be completed in a manner prescribed in Section II.B.1.

**IV. ASSESSING RESIDENT CHARGES**

**A. Policy**

Residents will be assessed a charge for repairs made to their dwelling units in excess of what is required for normal wear and tear and damage which is caused by the resident, members of the resident's household, or the resident's guest. A listing of all resident charges is made available to residents.

**B. Procedure**

During the review of completed work orders, the Manager determines whether the worker's conclusion is reasonable and records the amount to be charged. If it is determined that the resident should be held responsible, the work order is so marked and the resident is notified of the charged.

**V. VACANT UNIT PREPARATION**

**A. Policy**

It is the policy of the GHA prepares vacant units for re-occupancy within 21 working days. Timely and efficient preparation of the units for occupancy is essential for maximize rental income. Close cooperation and communication between maintenance and management are required to efficiently prepare and release vacant units and prevent vandalism.

**B. Procedure**

1. On the day or the day before a resident is scheduled to vacate, the

Manager and Tenant shall inspect the unit. The resident shall certify the condition of the unit on the Unit Inspection Form. In cases where the resident vacates without notice, the Maintenance Staff shall perform the move-out within 24 hours of learning of the vacancy. During these inspections, the Manager shall not all items which must be repaired and determine any damages to be charged to the resident account. Following inspection, the Maintenance Staff shall determine the extent of the work order, which must be prepared.

2. All units shall be exterminated, cleaned and secured as soon as vacated, if possible.
3. The work orders prepared as a result of the unit inspection shall be distributed to the appropriate Maintenance Staff. The GHA shall note the vacancy on the Unit Status Report board and coordinate among the Maintenance Staff to prepare the unit within target-performance standards.
4. The Foreman shall meet with the GHA administration to establish priorities for the preparation of the specific units. These priorities are established according to demand for the unit as well as the ability of the GHA Staff to lease the unit quickly. The establishment of such priorities, however, shall not affect the meeting of the 7 working day unit turnaround standard.
5. Circumstances will occur that will cause the Staff to exceed the 7 working day standard for unit preparation. These are individual exceptions and will not affect overall GHA performance of this function. These circumstances shall include the following categories:
  - a. Fire damaged units;
  - b. Major rehabilitation of vacant units.
6. If any one of the following work items that is required in the vacant unit, it must be part of an approved Capital fund program before it is classified as a major rehabilitation:
  - a. Replace roof;
  - b. Replace/repair entire plumbing system;
  - c. Replace wall studs;
  - d. Electrical re-wiring
  - e. Replace bathtub.
  - f. Replace 50% or more of interior doors;
  - g. Replace entrance doors;
  - h. Replace two or more windows (frames and panes);
  - i. Replace gutters and downspouts;
  - j. Replace two or more wall and/or ceilings (plaster and drywall);

- k. Replace kitchen cabinets;
  - l. Replace radiators, baseboard heating, and connectors;
  - m. Replace/repair three or more floors;
  - n. Replace/repair 50% or more floor tiles;
  - o. Repair interior and/or exterior steps;
  - s. Replace walls that are burst completely through;
  - t. Replace closet flange;
  - u. Replace ceramic wall tiles;
  - v. Replace entire walkways.
7. If any combination of the following works items is required in a vacant unit, it shall be classified as a major rehabilitation (Volume work is a primary determination factor for a major rehabilitation.)
8. The Manager shall perform the final inspection. Following this inspection, the Administrative Staff shall accept the unit as available for occupancy if all work is completed to the unit as available for occupancy if all work is completed to his/her satisfaction. If the unit is not accepted, the Maintenance Staff must see that the desired work is completed and schedule another final inspection. Acceptance of the unit is at the discretion of the Administrative Staff and it is expected that this discretion shall be exercised reasonably.

### C. STEPS IN TURNOVER PROCESS

The following steps shall be performed on all turnover units:

1. Remove range and refrigerator (i.e. Unit located in high vandalism area);
2. Exterminated;
3. Remove debris, clean and secure unit;
4. Remove all picture hooks, nails, valances, curtain hooks, shower curtain pins, etc.;
5. Plaster as required, paint and clean unit;
6. Clean all light fixtures;
7. Repair floor tile. Mop the floors free of dirt, scuff marks, etc., excessive build-up of wax deposits should be remove;
8. Clean plumbing fixtures and cabinets thoroughly;
9. Change the locks on the apartment doors;
10. Return the range and refrigerator to the apartment when leased. Spare sets of removable gas range parts should be carried in stock. These parts should include; burner top plates, spider grates, top burners, drip trays, oven racks, broiler racks, and/or pans and trays, etc. Parts removed should be cleaned and made ready for future use;
11. Final extermination if needed;
12. An apartment is deemed ready for occupancy by a new resident only if the range and refrigerator have been

- thoroughly cleaned inside and out, kitchen sink and tub scoured, bathroom equipment washed, paint spots removed from all tile and fixtures, all debris removed, and that apartment swept, mopped, and exterminated;
13. The Maintenance Staff/Manager will make final inspection for cleanliness and conformance to standards.

## **VI. PLANNED MAINTENANCE**

### **A. Policy**

The GHA Planned Maintenance Program is based on a methodical inspection of dwelling units, building, equipment, and major systems. These inspections are designed to maintain GHA property in good repair and to appreciably extend its useful life by assuring repairs are made prior to actual breakdown, thereby minimizing both damage and repair costs. Planned maintenance in this way will result in lower operating cost. The GHA has instituted a Planned Maintenance Program as the first line of its Maintenance Program and will adhere to the required schedule, including the annual inspection of all dwelling units.

### **B. Unit Inspection**

1. Management Staff will inspect each occupied unit annually. The Management Staff shall provide a list of units that will be inspected in the upcoming weeks. The GHA notify the resident of the upcoming inspection by sending a letter at least one day prior to the visit.
2. The Staff member who is conducting the inspection should follow the order and methodology prescribed below. When major work items are found, they should be listed on the Inspection Form in sufficient detail to enable the preparation of the work order. Unusual conditions should also be reported to the Administrative Staff in writing on the Inspection Form.

The staff performing the UPCS inspection shall adhere to the following sequence:

- a. Knock on the door, state the purpose of the visit and politely ask for admittance. If no one is home, Maintenance Staff /Inspector are to let themselves in, perform the inspection and leave a knocker;
- b. If the resident is home, the Maintenance Staff/Inspector should ask if there is anything they missed that requires maintenance;
- c. Maintenance Staff/Inspector then fills out an Inspection Form and notes whether each element requiring attention, was in good repair, that the apartment has been checked, and all necessary work completed;

- d. The same Maintenance Staff/Inspector makes a note of additional work needed. Items that will require additional work orders.
3. The following items will be checked during the inspection;
    - a. Faucets – Faucets will be inspected for their general condition (peeling, faded chrome, drips, etc.) Faucet handles should be adjusted for proper closure. If proper closure cannot be obtained, the washers on both the hot and cold-water spindles will be replaced. When washers are changed, the faucet seat will also be replaced. On faucets equipped with non-renewable seats, defective seats will be ground to a smooth surface.
    - b. Cooking Ranges – Cooking ranges will be inspected for oven door closure, gas cock adjustments, a gas flame adjustment, oven spring tension, and top and oven burner condition. Defects will be corrected immediately. If the range is found to be in poor condition, defects will be corrected immediately. If the range is found to be in poor condition because of resident neglect or lack of care, the problem will be reported on the Inspection form and reported to the Maintenance Staff;
    - c. Hardware – Entrance door hinges will be lubricated and checked for spring tension closure. Apartment door locks, knobs, strike plates, and stops will be checked for fastening, alignment, and workability. Defects will be corrected immediately. Door cylinders will be checked for proper key way and pinning to the apartment master key. Cabinet hinges, friction catches, and pull handles will be inspected for proper closure, fastening, and alignment. Defects will be corrected immediately;
    - d. Floor Tile – the general condition of floor tile will be noted on the form. When indentation's cracks and bumps are found, the notation must include the color, size, and quantity of materials, and the room where tile replacement is necessary;
    - e. Ceramic Tile – The general condition of walls will be noted on the form. When cracked, broken, or missing tile is found, the notation must include the color, size, and quantity of materials needed for the repair;
    - f. Electrical – Switches will be operated to check their workability. Defective switches and missing cover plates will be replaced. Loose fixtures will be tightened. Fuse cutout boxes will be inspected for conformity to fuse stats and adapters. Any deviation from these fuse stats and adapters will be corrected immediately. If there is indications of tampering with fuse boxes, a notation will be made on the form and a report made to the Maintenance Staff;

- g. Plumbing Fixtures -- Plumbing fixtures will be inspected for fastenings, workability, operation, water tightness and flow to and from the fixture. Leaks to and from fixtures, including tubing, valves, bonnets, packing and piping, will be repaired immediately. Combination sinks, drain boards, and washbasins will be inspected for damage, wear, or chipping areas. The Maintenance Staff/Inspector will record the extent of damage on the Inspection Form for disposition. Flush tanks, flush tank covers, and toilet bowls will be inspected for cracks and chips. If a repair is needed, notation will be made on the Inspection form and reported to the Work Order Center;
- h. Refrigerator -- Refrigerators will be checked for secure door closure, thermostat operation, freezing capability, and general condition. If the refrigerator is found to be in poor condition because of lack of care or abuse, the problem will be noted on the Inspection Form;
- i. General Unit Condition -- The general condition of the entire apartment will be noted. The following items will be checked and a notation entered on the Inspection Form.
  - 1. Is unit unsanitary? If so, give details.
  - 2. Check washing machines for wall or floor fastening and for fixed connections to water supply and drainage.
  - 3. The serial and tag number of the range and refrigerator will be recorded on the Inspection Form for use in the annual inventory.
  - 4. The completed Inspection Form will be submitted to the Work Order Center who is responsible for initiating the work order arising from the inspection.
  - 5. These work orders will be categorized as Unit Inspection and their issuance noted on the Inspection Form.

### **C. Motor Vehicles**

The Motor Vehicle Maintenance Program is the responsibility of the Maintenance Supervisor. The Planned Maintenance Program consists of regular inspections scheduled on a time or mileage basis. An effective Planned Maintenance program will minimize the number of breakdowns and downtime of motor vehicle fleet, while ensuring the safety of the operator and occupants of the vehicles.

Each operator of a vehicle can contribute great to the program by promptly reporting all operating deficiencies, noises, or the like, to the Maintenance Supervisor. The adherence to a well-planned and executed Planned Maintenance Program has great significance to GHA because of the average age of the motor vehicle fleet beyond the normal life expectancy of the equipment. Accordingly, Planned Maintenance Inspections shall be scheduled for all motor vehicles.

**1. Scheduled Maintenance**

Specified tasks will be performed as required on a daily, weekly, or quarterly basis:

- Daily – meter check, visual check, check all fluids
- Weekly – check inside and outside of the vehicle
- Quarterly – oil change as needed

**2. Unscheduled Maintenance and Repair**

The Maintenance Staff is responsible for the condition of their assigned vehicle and assuring that scheduled maintenance is performed. The Maintenance Department is responsible for the coordination of the completion of oil changes, lubrication, tune-ups, or other repairs and maintenance. Gary Housing Authority is responsible for all repairs and services as needed.

**D. UPCS Inspection Criteria for Building /Systems (Also Refer to REAC Compilation Bulletin)**

**1. Buildings**

The Maintenance Staff will inspect each building and all facilities at least annually. The inspection will include the complete building envelope, consisting of roofs, overhangs, exterior walls, windows, doors, railings, and infestation. In each development, the Maintenance Staff/Inspector will inspect all grounds, playground equipment, roads, walks, and the drainage system. Particular attention will be given to evidence or sewer problems, gas leaks, and the electrical drops, and gas meter installations. The Maintenance Staff will report the conditions found and indicate the exact location of needed repairs or replacements. Regular inspections must also be made of HVAC Systems by GHA personnel or contractors.

**2. Heating System**

Planned Maintenance on heating systems is performed by GHA personnel or contractors.

**3. Equipment**

Whenever a new piece of equipment is purchased, a file is started including all recommended Planned Maintenance servicing dates. This information is recorded for scheduling. A copy of the work order, which confirms the performance of scheduled maintenance, or the repair, or replacement of any parts, is placed in the file to establish a record of all work performed on the equipment or system.

#### **4. General Procedure**

All planned maintenance work performed is covered by a work order. The Work Order Center issues all planned maintenance work orders. Work orders are issued for all items to be completed on a daily basis by the Foreman and distributed to the proper Maintenance Staff the next morning. Weekly work items are generated at the end of the preceding week, while monthly work items are produced on the first working day of the month. Work to be accomplished quarterly is confirmed by work orders produced on the first of March, June, September, and December.

### **VII. PAINTING**

#### **A. Policy**

Scheduling painting of GHA owned structures is essential to maintain a good appearance as well as to protect the structures from deterioration and structural damage. Exterior painting should be accomplished on a five-year cycle. The interior of dwelling units shall be painted at intervals no longer than every five years for family units, and every seven years for elderly units.

#### **B. Exterior**

1. The scheduling of exterior painting is the responsibility of the Maintenance Department and is programmed to accomplish the painting of approximately one-fifth of the total inventory each year.
2. Included in the above inventory are all appendage facilities within each development. These include the Management/Maintenance Buildings and the Community Room.
3. Painting will be accomplished between cycles if it becomes necessary due to fire damage or other unavoidable circumstances.
4. Residents, unless employed to do so by the GHA, are not to apply paint in any manner to building exteriors. Should they do so, they will be responsible for the restoration of the property as directed by the GHA.

#### **C. Interiors**

1. The condition of the interior paint finish of each unit will be inspected when vacated and a unit will be re-painted as necessary prior to occupancy to bring it to standard of good property maintenance.
2. The interior of occupied units will be painted according to the cycle painting standards or as soon as possible. The Maintenance Department will determine which occupied units have not been painted within the

standard period and schedule them for painting as availability of Staff permits.

## **VIII. PEST CONTROL PLAN**

### **A. Policy**

It is the policy of the GHA to provide a safe and sanitary environment for all of its residents. To that extent GHA shall perform scheduled and unscheduled extermination in all properties maintained by the GHA.

### **B. Scheduled**

1. Management is responsible for notifying the residents and assuring the apartments are properly prepared.
2. All developments will be completely treated for pests quarterly.

### **C. Unscheduled**

1. Duties and responsibilities, as stipulated in the scheduled requirements is an integral part of the unscheduled program.
2. Residents requiring interim extermination shall report this to the GHA office.
3. The GHA Administration will inform the Maintenance Staff that the apartment shall be exterminated.
4. Extermination services may be provided as needed and paid for by the resident.

### **D. Vacated Units**

All vacated units will be exterminated twice during the make-ready process.

## **XI. GROUNDS/JANITORIAL STANDARDS**

### **A. Policy**

Grounds and building areas shall be maintained in a manner, which will provide a pleasant environment for residents and will bring credit to the GHA.

**B. Procedure**

The following tasks will be completed according to the frequency indicated:

1. Policing grounds on paved surfaces where cars, benches, and play equipment is best attained through manual sweeping.

**X. TRASH COLLECTION**

**A. Policy**

The GHA will provide periodic trash collection at a frequency required to maintain the development in a decent, safe and sanitary condition with required tenant cooperation.

**B. Procedure**

Resident cooperation is required by placing all trash or garbage in the receptacles provided which is consistent with the pick-up schedule. Trash is pick-up by the City of Gary Solid Waste Division.

**XI. LAWN CARE/LANDSCAPING**

**A. Policy**

GHA will keep all units and Office lawns and landscaping areas cut and trimmed during the growing season to enhance the image of GHA and to provide an attractive setting for its residents and the general public.

**B. Procedure**

By March 1 of each year, the GHA will prepare its Maintenance Staff for lawn care and landscaping.

1. Lawns

- a.) Damage – In early spring, the Maintenance Staff will clean debris, tree limbs, large rocks, etc. from each lawn area and report excessive lawn damage to the GHA properties. Damage to trees, ornamental plants and shrubs will also be reported. The Serviceperson III will inform the Maintenance Supervisor of the location and nature of damage, and scheduled corrective work.

2. Landscaping

- a.) Hedges and Shrubs – Ornamental plants should be trimmed on a regular basis. No plants should touch the foundation of any building. They should be cut clear of any stairs or buildings. The

height and width of any hedge depends on their location and purpose.

- b.) Trees – all dead or broken limbs should be cut clean near the trunk of the tree. No tree limb should touch any building.

## **XII. TRAINING**

### **A. Policy**

It is the intention of the GHA Maintenance Department to have a qualified well –trained work force. Its goal is to ensure that every member of the Department is thoroughly trained in his/her job skill in order to perform their mission in a timely and efficient manner.

### **B. Procedure**

There are two types of training available for Maintenance Staff, classroom and on-the-job.

Classroom Training – Consists of scheduled formal classroom instruction with a qualified instructor.

On –the-job Training – consists of skills instruction at a development with a qualified superior overseeing the work.

### **C. GHA In House Training**

The GHA will occasionally review training needs of the Department. In the event a new piece of equipment is purchased (new stove, refrigerator, etc.) that the Maintenance Staff is unfamiliar with, a training session will be prepared and scheduled for appropriate Staff members. Other in-house Staff training will be provided on an as needed basis.

### **D. Contracted Training**

The GHA may, if the need arises, contract for outside training services with private agencies. This method of training may include trade school facility members, manufacturing representative, etc. This method of training may take place at either a GHA facility or at the contracted agent's location. All contracted training must be approved by the Executive Director, who will authorize training if funds are available.

**E. Handbooks, Training Manuals, Brochures**

The GHA Staff will keep all maintenance related handbooks, training manuals, brochures, and literature in an assessable location for use by the Maintenance Staff.

**XIII. WAREHOUSING AND INVENTORY CONTROL**

**A. Policy**

Controls shall be maintained at Central Maintenance Warehouse and at the development sights and tight controls are to be adhered to. Inventory management involves keeping track of materials. Specifically, what and how much you need, how often to buy it, how to store it securely, and how to distribute it. What and how much you need, will be based on input from work order data and maintenance staff.

**B. Procedures**

Vendors can provide inventory levels and order points are based on frequency of use and how quickly supplies are depleted. GHA's tracking systems shall be automated. GHA's inventory system will constrain and track the following data: actual amount of stock on hand (by recording depletion's and additions), stock locations in the warehouse, costs, history of orders and deliveries, maximum amount to be kept on hand, and identification of levels at which to reorder each stock item (to prevent stock outages) based on usage rates, and delivery experience by vendors.

Regular counts of stock should be made periodically (at least annually, but more frequently for better control) and compared to tracking records. At the time of purchase, all Capital Assets-appliances and major office, maintenance, vehicles and playground equipment should be identified or tagged with an identification number that is recorded in a log. At the time of placement, the location of the appliance should be logged. During annual inspections, inspectors should confirm that the correct appliances are in each unit as recorded in the log. Work orders will help to monitor the use of supplies.

At GHA, a work order is required to obtain the supplies requested. after the work order is completed, maintenance staff is required to return a copy of the completed work order (signed by the resident) to the inventory department to document that the supplies requested were used for the purpose for which they were requested. GHA requires the return of the old parts with the work order that required replacing that old part with new. Where there are other warehouses throughout the Authority, supplies there shall be inventoried and tracked just as if they were in the warehouse.

#### **XIV. CAPITAL ASSET MAINTENANCE**

Capital Assets, which may include appliances, vehicles, office equipment, maintenance equipment and tools, shall be the responsibility of the Maintenance Supervisor. This shall include the following equipment: upright vacuum all vehicles, mowers, edgers, hedges and string trimmer, etc. If GHA's tools and equipment are not maintained, parts may rust or break when it is needed the most.

A new snow blower may need to be purchased quickly because a part was not replaced three months ago that would have kept the snow blower working for several years. Similar to building systems, tools, and equipment should be inspected regularly according to a schedule established by, the maintenance superintendent, in accordance with manufacturer recommendations. At GHA, this is considered part of the Authority's preventive maintenance program.

#### **XV. OTHER GOALS AND OBJECTIVES**

##### **A. Policy**

Other goals and objectives of GHA's maintenance plan is to stay within it's budget for labor, materials and contract cost for services in areas GHA lack expertise. Also, it is GHA's intention to maintain a healthy and fruitful relation with local 208.

##### **1. SERVICE CONTRACTS SCHEDULE/PROCUREMENT PLAN**

GHA has a Blanket Purchase Order Pricing (BPO) as of 4/1/07. A BPO is an easier method of obtaining goods and services by opening charge accounts with qualified vendors.

The benefits of a BPO are;

- A formal agreement to terms and conditions for an on call or as needed basis
- Because of pricing availability work load is reduced making it convenient for customers and vendors to work together
- An itemized invoice is submitted monthly for all deliveries made during that billing cycle. Delivery tickets need not be attached to support deliveries.

GHA has contracted with outside firms to provide elevator, HVAC repair and vehicle maintenance. Each of these contracts was procured in accordance with the GHA's procurement policies, based upon the HUD regulations at 24 CFR 85.36.

## **2. MATERIAL SUPPLIES, AND EQUIPMENT**

Based upon an analysis of the consumption and use of materials and supplies for last year, GHA has budgeted a projected dollar increase in items to be consumed based upon the continued and expanding emphasis on the GHA's PM program.

## **3. QUALITY CONTROL**

Wrench time - Refer to Facilities Management Maintenance Time Standards/Schedules.

## **4. BUDGET**

GHA's budget has been developed based upon established goals, schedules, staff requirements, and known income sources. GHA believes It has developed a very fiscally responsible budget.

## **5. HOURS OF WORK AND SCHEDULES**

Refer to the **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF THE GARY HOUSING AUTHORITY AND LOCAL 73 - DIVISION 208 SERVICE EMPLOYEES INTERNATIONAL UNION AFL - CIO (ARTICLE 111 PAGE (2))**

**ATTACHMENT Q**  
**RASS Plan**

Housing Authority of City of Gary, Indiana

RASS Follow Up Plan

In reference to GHA's scoring on the RASS, GHA has developed the enclosed Follow up Plan to remedy the deficiencies in the Resident Survey. GHA is eager to implement the following systems to address residents' needs and provide quality housing in an environment that is conducive to healthy, happy living.

The first deficient area that GHA will address is Communication in which GHA scored 64.5% on the RASS. The below systems will be implemented to increase resident satisfactions.

- GHA will hold regular scheduled Monthly Resident Advisory Board Meetings to address the concerns of the community.
- GHA will issue special notices and flyers informing residents of the activities that GHA is performing.
- GHA will begin a quarterly newsletter, with resident participation to disseminate information throughout the community.
- The Property Manager will hold regular resident meetings in each development. Maintenance will be present at each meeting.

The second deficient area that GHA will address is Safety in which GHA scored 62.2% on the RASS. The below systems will be implemented to increase Safety in the community.

- GHA will conduct a security and safety assessment and develop a plan for physical upgrades related to safety issues, such as locks, peepholes, and security systems.
- GHA will establish a community liaison with the City of Gary, Indiana Police Department.
- GHA will work with the Police Department to implement Neighborhood watch and other neighborhood security Programs.
- GHA will assess the feasibility of Tenant Patrols and institute them if found feasible.
- GHA will conduct a series of meetings in each community to assess each community's specific concerns regarding safety and security.

The last deficient area that GHA will address is Housing Development Appearance, in which GHA scored 56%. The below systems will be implemented to address and revitalize the distressed appearance of the housing developments.

- GHA will update the Physical Needs Assessment for all properties and identify curb appeal items to be instituted.
- GHA will develop improved grounds Maintenance Program.
- GHA will institute exterior renovations to improve appearance.

**ATTACHMENT R**  
**Lease Agreement**

# **GARY HOUSING AUTHORITY**

## **RESIDENTIAL LEASE AGREEMENT**

### **THIS LEASE IS IN TWO PARTS:**

**Part I – Establishes the Terms and Conditions of the lease. These apply to all TENANTS;**

**Part II – Lease Contract. This is executed by HEAD OF HOUSEHOLD and the LANDLORD and/or MANAGEMENT AGENT and includes all of the Part I Terms and Conditions (by reference) and the following information specific to each family circumstance:**

**Identification of all members of TENANT household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);**

**Unit address, occupancy date, project name and number:**

**Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if and), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;**

**Utilities and appliances provided by LANDLORD and/or MANAGEMENT AGENT with the unit:**

**All pamphlets or informational materials provided to TENANT;**

**Signature line for the parties to the lease (all adult members of TENANT household must sign the lease);**

**Emergency telephone number for TENANT to use if maintenance problems arise with the unit outside of normal Authority working hours.**

**Form EPA747-K99-001 PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME**

**NOTE: Information contained in [.....] indicates reference to federal regulation.**

**Revised and Adopted by the Board of Commission on 4/14/2005**

**PART I of the RESIDENTIAL LEASE AGREEMENT**

**TERMS AND CONDITIONS**

**THIS LEASE AGREEMENT (called the "Lease") is between:**

**THE GARY HOUSING AUTHORITY**

**(here-in-after called the "LANDLORD and/or MANAGEMENT AGENT),**

**AND**

---

**Signatory in Part II of this lease,) here-in after called the "TENANT")**  
**[966.4 (a)]**

**NOTE: All references to "Housing Assistance Administrator" shall mean**  
**"The Housing Authority of the City of Gary"**

1. **Description of the Parties and Premises: [966.4]**

- (a) **The LANDLORD and/or MANAGEMENT AGENT, leases to TENANT, the property (called Premises or Dwelling unit) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]**
- (b) **Premises must be used only as a private residence, solely for TENANT and the family members named on Part II of the Lease. The LANDLORD and/or MANAGEMENT AGENT may, by prior written approval, consent to TENANT use of the unit for legal profit-making activities subject to the LANDLORD and/or MANAGEMENT AGENT policy on such activities. [966.4 (d) (1 & 2)]**
- (c) **Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the LANDLORD and/or MANAGEMENT AGENT. Such approval will be granted only if the new family members pass the LANDLORD and/or MANAGEMENT AGENT screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 & (d) (3) (i)]**
- (d) **TENANT agrees to wait for the LANDLORD and/or MANAGEMENT AGENT approval before allowing additional persons to move into the Premises. Failure on the part of TENANT to comply with this provision is a serious violation of the material terms of the lease, for which the LANDLORD and/or MANAGEMENT AGENT may terminate the lease in accordance with Section XVI. [966.4 (f) (3)]**
- (e) **Deletions (for any reason) of household members named on the lease shall be reported by HOUSING ASSISTANCE ADMINISTRATOR, in writing, within 10 days of the occurrence. [966.4 (c) (1) & (2) & (f) (3)]**

2. **Lease and Amount of Rent**

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

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

**The HOUSING ASSISTANCE ADMINISTRATOR in compliance with HUD regulations and requirements shall determine the amount of the Total TENANT Payment and TENANT Rent. [966.4 (c)]**

**(b) Rent is DUE and PAYABLE on the 1<sup>st</sup> day of each month and shall be considered delinquent after the 8<sup>th</sup> calendar day of the month.**

**Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e) (1) & (3)]**

**When the HOUSING ASSISTANTANCE ADMISTRATOR makes any change in the amount of Total TENANT Payment or TENANT Rent, HE/SHE shall give written notice to TENANT. The notice shall state the new amount, and the date from which the new amount is applicable.**

**Rent adjustments are subject to an Administrative Grievance Procedure.**

**The notice shall also state the TENANT may ask for an explanation of how the amount is computed. If TENANT asks for an explanation, the HOUSING ASSISTANCE ADMINISTRATOR shall respond in reasonable time. [966.4 (c) (4)]**

**3. Other Charges**

**In addition to rent, TENANT is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement.**

**Other charges can include: [966.4 (b) (2)]**

**(a) Maintenance costs**

**The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by TENANT, household members or by guests. When the LANDLORD and/or MANAGEMENT AGENT determines that needed maintenance is not caused by normal wear and tear, TENANT shall be charged for the cost of such service based on the actual cost to the LANDLORD and/or MANAGEMENT AGENT for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.**

**[966.4 (b) (2)]**

**(b) Excess Utility Charges**

**At developments where utilities are provided by the LANDLORD and/or MANAGEMENT AGENT, a charge MAY be assessed for excess utility consumption due to the operation of UNAPPROVED TENANT – supplied appliances or equipment. This Charge does not apply to TENANT(S) who pay their utilities directly to a utility supplier. [966.4 (b) (2)]**

**(c) Late Charges**

Late-payment charges of \$10.00 per week may be assessed by the LANDLORD and/or MANAGEMENT AGENT for unpaid rent and/or other charges after the 8<sup>th</sup> calendar day of the month. [966.4 (b) (3)]

The LANDLORD and/or MANAGEMENT AGENT shall provide written notice of the amount of any charge in addition to TENANT Rent, and when the change is due. Charges in addition to rent are due 30 calendar days after TENANT receives the LANDLORD and/or MANAGEMENT AGENT written notice of the charge.

[966.4 (b) (4)]

**IV. Payment Location**

The LANDLORD and/or MANAGEMENT AGENT will determine how and where payments are to be made.

**Security Deposit**

(a) **TENANT Responsibilities:** TENANT agrees to pay an amount equal to maximum allowable amount chargeable by law and/or regulation. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b) (5)]

(b) The LANDLORD and/or MANAGEMENT AGENT will use the Security Deposit at the termination of this Lease.

1. To pay the cost of any rent or any other charges owed by TENANT at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by TENANT, household members or guests.
3. The Security Deposit may not be used to pay rent or other charges while TENANT occupies the dwelling unit. No refund of the Security Deposit will be made until TENANT has vacated and the LANDLORD and/or MANAGEMENT AGENT have inspected the dwelling unit.
4. The return of a security deposit shall occur no earlier than 45 days after TENANT moves out.
5. The LANDLORD and/or MANAGEMENT AGENT agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any to TENANT when he/she vacates, less any deductions for any costs indicated above, so long as TENANT furnishes the LANDLORD and/or MANAGEMENT AGENT with a forwarding address. If any deductions are made, the LANDLORD and/or MANAGEMENT AGENT will furnish TENANT with a written statement of any such costs for damages and/or other charges DEDUCTED FROM THE Security Deposit.

**V. Utilities and Appliance [966.4 (b) (1)]**

These are defined in Part II of this Lease.

**VI. LANDLORD-Supplied Utilities:**

- A. If indicated by an (X) on Part II of the Lease Agreement, the LANDLORD and/or MANAGEMENT AGENT will supply the indicated utility: electricity, natural gas, heating fuel.**
- B. The LANDLORD and/or MANAGEMENT AGENT will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.**
- C. If indicated by an (X) on Part II of the Lease Agreement, the LANDLORD and/or MANAGEMENT AGENT will provide a cooking range and refrigerator.**
- D. Any major appliances,(air conditioners, freezers, extra refrigerators, washers, dryers, SPACE HEATERS etc.), may be installed and operated only with the written approval of the LANDLORD and/or MANAGEMENT AGENT.**
- E. An excess utility charge will be payable by the TENANT for utilities used in the Operation of UNAPPROVED appliances. [966.4 (b) (2)]**

**(b) TENANT-Paid Utilities:**

If TENANT resides in a development where the LANDLORD and/or MANAGEMENT AGENT does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established appropriate for the size and type of dwelling unit for utilities the TENANT pays directly to the utility supplier.

The HOUSING ASSISTANCE ADMINISTRATOR may change the Allowance at any time during the term of the lease, and shall give TENANT 30 day's written notice of the revised Allowance along with any resultant changes in TENANT Rent or Utility Reimbursement. [965.502 (c)]

If TENANT actual utility bill exceeds the Allowance for Utilities, TENANT shall be responsible for paying the actual bill to the supplier.

If TENANT actual utility bill is LESS than the Allowance for Utilities, TENANT shall receive the benefit of such saving.

**(c) TENANT Responsibilities:**

**TENANT agrees not to waste the utilities provided by the LANDLORD and/or MANAGEMENT AGENT and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f) (8)]**

**VII. Terms and conditions of Occupancy**

- (a) Use and Occupancy of Dwelling – TENANT shall have the right to exclusive use and occupancy of the dwelling unit for TENANT and other household members listed on the lease.**
- (b) With prior written consent of the LANDLORD and/or MANAGEMENT AGENT, members of the household may engage in legal profit-making activities in the dwelling unit. [966.4 (d) (1) & (2)]**
- (c) Reasonable accommodation is permitted to a TENANT guests or visitors for a period not exceeding 2 days each week permission may be granted upon written request to the LANDLORD and/or MANAGEMENT AGENT, for an extension of this provision. [966.4 (d) (1)]**
- (d) Ability to Comply with Lease Terms-**

**IF, during the term of this Lease, the TENANT, by reason of physical or mental impairment, no longer able to comply with the material provisions of this lease**

**AND cannot make arrangements for someone to aid him/her in complying with the lease**

**AND the LANDLORD and/or MANAGEMENT AGENT cannot make any reasonable accommodation that would enable TENANT to comply with the lease,**

**THEN, the LANDLORD and/or MANAGEMENT AGENT will assist the TENANT, or designated member(s) of TENANT family, to find more suitable housing.**

**IF there are no family members who can or will take responsibility for moving the TENANT, the LANDLORD and/or MANAGEMENT AGENT will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIC of this lease. [8.3]**

**At the time of admission, the TENANT must identify the family member(s) to be contacted if they become unable to comply with lease terms.**

**(e) Re-Determination of Rent, Dwelling Size, and Eligibility.**

The rent amount stated in Part II of the Lease Agreement is due each month until changed as describe below.

**(1) The status of each family will be re-examined at least once a year. [960.209]**

**(2) TENANT promises to supply the HOUSING ASSISTANCE ADMINISTRATOR, when requested, with accurate information about: family composition, age of family members, income and source of income of a family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c) (2)]**

**Failure to supply such information when requested is a serious violation of the terms of the lease, and the lease will terminate immediately if such failure occurs.**

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

**Rent will not change during the period between regular re-examinations, UNLESS during such period [960.209 (b)]**

- (a) TENANT can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [913.107]**
- (b) If it is found that TENANT has misrepresented the facts upon which the rent is based so that the rent TENANT is paying is less than the rent that he/she should have been charged, the HOUSING ASSISTANCE ADMINISTRATOR then will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.**
- (c) Rent formulas are subject to Federal law and regulation.**
- (d) All changes in family composition must be reported to the HOUSING ASSISTANCE ADMINISTRATOR within 30 days of the occurrence. Failure to report within the 30 days may result in a retroactive rent charge. [966.4 (c) (2)]**

**This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined by the LANDLORD and/or MANAGEMENT AGENT that the move is essential for the mental or physical health of TENANT AND it does not disqualify the family for size unit it is currently occupying.**

**(f) Rent Adjustments:**

**TENANT will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.**

- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided TENANT reported the change in a timely manner, as specified above (when change is based on new circumstances).**
- (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 30 days of the occurrence, the increase will become effective at annual re-certification.**
- (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective at annual re-certification.**
- (4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the HOUSING ASSISTANCE ADMINISTRATOR shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.]**

**(g) Transfers [966.4 (c) (3)]**

- (1) TENANT agrees that, if the HOUSING ASSISTANCE ADMINISTRATOR determines that the size or design of the dwelling unit is no longer appropriate to TENANT needs, to accept a new lease for a different dwelling unit of the appropriate size or design.**
- (2) The LANDLORD and/or MANAGEMENT AGENT may move a TENANT into another unit if it is determined necessary to rehabilitate or demolish TENANT unit.**
- (3) If a TENANT makes a written request for special unit features in support of a documented disability or handicap, the LANDLORD and/or MANAGEMENT AGENT shall modify TENANT existing unit subject to availability of funds.**

- (4) In the case of involuntary transfers, if TENANT refuses to move, the LANDLORD and/or MANAGEMENT AGENT will terminate the Lease. [966.4 (c) (3)]
- (5) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c) (4)]
- (6) The LANDLORD and/or MANAGEMENT AGENT will consider any TENANT requests for transfers in accordance with established rules and regulations.

#### **VIII. LANDLORD and/or MANAGEMENT AGENT Obligations [966.4 (e)]**

The LANDLORD and/or MANAGEMENT AGENT shall be obligated to maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e) (1)], and

To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety, [966.4 (e) (2)]

To make necessary repairs to the dwelling unit; [966.4 (c) (3)]

To keep project building, facilities, and common areas, not otherwise assigned to TENANT for maintenance and upkeep, in a clean and safe condition; [966.4 (c) (4)]

To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the LANDLORD and/or MANAGEMENT AGENT [966.4 (e) (5)]

To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual TENANT family) for the deposit of garbage, rubbish, and other waste removed from the premise by TENANT as required by this Lease, and other solid waste; [966.4 (e) (6)]

To notify TENANT of the specific grounds for any proposed adverse action by the LANDLORD and/or MANAGEMENT AGENT. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of TENANT to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

To afford TENANT the opportunity for a hearing under the Administrative Grievance Procedure for a proposed adverse action:

To inform TENANT of the right to request such hearing.

In the case of lease termination, a notice of lease termination that complies with [966.4 (1) (3)] shall constitute adequate notice of proposed adverse action.

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

**TENANT Obligations:**

**TENANT shall be obligated**

- (a) Not to assign the Lease, or sublease the dwelling unit. [966.4 (f) (1)]
- (b) Not to give accommodation to boarders or lodgers; [966.4 (f) (2)]
- (c) Not to give accommodation to guests in excess to TWO (2) days without the advance written consent of the LANDLORD and/or MANAGEMENT AGENT.
- (d) To use the dwelling unit solely as a private dwelling for TENANT and TENANT household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f) (3)]
- (e) This provision does not exclude the care of foster children or live-in care of a member of TENANT family, provided the accommodation of such persons conforms to the LANDLORD and/or MANAGEMENT AGENT. Has granted prior written approval for the foster children, or live-in aide to reside in the unit. [966.4(d)(3) (i)]
- (f) To abide by necessary and reasonable regulations promulgated by the LANDLORD and/or MANAGEMENT AGENT for the benefit and will being of the housing project and TENANT. These regulations shall be available for viewing in any management office, if any, of the LANDLORD and/or MANAGEMENT AGENT and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f) (4)]
- (g) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of TENANT and household. [966.4 (f) (5)]
- (h) To keep the dwelling unit and other such areas as may be assigned to TENANT for exclusive use in a clean and safe condition. [966.4 (f) (6)] This includes keeping front and rear entrances and walkways for the exclusive use of TENANT, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for TENANT who have no household members able to perform such tasks because of age or disability. [966.4 (g) (3)]

- (i) To dispose of all garbage, rubbish, and other waste from the Dwelling unit in a sanitary and safe manner only in containers approved or provided by the LANDLORD and/or MANAGEMENT AGENT [966.4 (f) (7)].
- (j) To refrain from, and cause members of TENANT household or guest to refrain from, littering or leaving trash and debris in common areas.
- (k) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4 (f) (8)]
- (l) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging or removing any part of dwelling unit or project. [966.4 (f) (9)]
- (m) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by TENANT, household members or guest. [966.4 (f) (10)]
- (n) To act, and cause household members or guests to act in manner that will:
  - (a) Not disturb other residents' peaceful enjoyment of their accommodations; and
  - (b) Be conducive to maintaining all properties in a decent, safe and sanitary condition. [966.4 (f) (11)]
- (o) To assure that TENANT, any member of the household, a guest, or another person under TENANT control, shall not engage in:
  - (a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the housing premises by other residents or employees of the LANDLORD and/or MANAGEMENT AGENT, or
  - (b) Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act.) [966.4 (f) (12)]
- (p) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the LANDLORD and/or MANAGEMENT AGENT.

**(q) To make no changes to locks or install new locks on exterior doors without the LANDLORD and/or MANAGEMENT AGENT written approval.**

**(r) To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the LANDLORD and/or MANAGEMENT AGENT.**

**(s) To give prompt prior notice to the LANDLORD and/or MANAGEMENT AGENT, in accordance with Section VIII hereof, of TENANT leaving dwelling unit unoccupied for any period exceeding 5 calendar days.**

**(t) To act in a cooperative manner with neighbors and the LANDLORD and/or MANAGEMENT AGENT staff. To refrain from and cause members of TENANT household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the LANDLORD and/or MANAGEMENT AGENT staff.**

**(u) Not to display, use, or possess or allow members of TENANT household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of any where on the property of the LANDLORD and/or MANAGEMENT AGENT staff.**

**(v) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.**

**(w) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.**

**(x) To refrain from erecting or hanging radio, television antennas or cable T.V. wire on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with the written approval of the LANDLORD and/or MANAGEMENT AGENT.**

**(y) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the LANDLORD and/or MANAGEMENT AGENT.**

**(z) In accordance with the LANDLORD and/or MANAGEMENT AGENT Pet Policy, pets may be kept in building or units.**

**(aa) To remove from authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the LANDLORD and/or MANAGEMENT AGENT. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at TENANT expense. Major automobile repair is not permitted on project site.**

**(bb) To remove any personal property left on Authority property when TENANT leaves, abandons or surrenders the dwelling unit. Property left for more than 30**

days shall be considered abandoned and will be disposed of by the LANDLORD and/or MANAGEMENT AGENT. Costs for storage and disposal shall be assessed against the former TENANT.

(cc) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for TENANT, household members and neighbors, TENANT SHALL NOTIFY THE LANDLORD AND/OR MANAGEMENT AGENT UNIT PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING, and of known unsafe or unsanitary condition in the dwelling unit or in common areas and grounds of the Project. TENANT failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(dd) Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

(ee) To pay promptly any utility bills for utilities supplied to TENANT by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

#### **IX. Defects Hazardous to Life, Health of Safety**

In the event that the LANDLORD and/or MANAGEMENT AGENT determines the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

##### **OWNER/MANAGEMENT AGENT Responsibilities:**

(a) The LANDLORD and/or MANAGEMENT AGENT shall be responsible for repair of the unit within a reasonable period of time after receiving notice from TENANT, provided, if the damage was caused by TENANT, household members or guests, the reasonable cost of the repairs shall be charged to TENANT. [966.4 (h) (2)]

(b) The LANDLORD and/or MANAGEMENT AGENT shall offer TENANT a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The LANDLORD and/or MANAGEMENT AGENT is not required to offer TENANT a replacement unit if the hazardous condition was caused by TENANT, household members, or guests. [966.4 (h) (3)]

(c) TENANT shall accept any replacement unit offered by the LANDLORD and/or MANAGEMENT AGENT.

(d) In the event repairs cannot be made by the LANDLORD and/or MANAGEMENT AGENT, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling.

No abatement of rent shall occur if TENANT rejects alternative accommodations or TENANT, household members, or guests caused the damage. [966.4 (h) (4)]

(e) If the LANDLORD and/or MANAGEMENT AGENT determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of TENANT, and TENANT refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to TENANT.

**TENANT Responsibilities:**

(a) TENANT shall immediately notify the LANDLORD and/or MANAGEMENT AGENT of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that TENANT believes he/she is justified in abating rent. [966.4 (h) (1)]

(b) TENANT agrees to continue to pay full rent, less the abated portion agreed upon by the LANDLORD and/or MANAGEMENT AGENT, during the time in which the defect remains uncorrected.

**X. Move-in and Move-out Inspections**

**(a) Move-in Inspection**

- a. The LANDLORD and/or MANAGEMENT AGENT and TENANT or representative shall inspect the dwelling unit prior to occupancy by TENANT. The LANDLORD and/or MANAGEMENT AGENT will give TENANT a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit.
- b. The LANDLORD and/or MANAGEMENT AGENT and TENANT shall sign the statement and a copy of the statement retained in TENANT folder. [966.4 (i)]
- c. The LANDLORD and/or MANAGEMENT AGENT will correct any deficiencies noted on the inspection report, at no charge to TENANT.

**(b) Move-Out Inspection**

The LANDLORD and/or MANAGEMENT AGENT will inspect the unit at the time TENANT vacates and give TENANT a written statement of the charges, if any, for which TENANT is responsible. TENANT vacates without notice to the LANDLORD and/or MANAGEMENT AGENT [966.4 (i)]

## **XI. Entry of Premises**

### **(a) TENANT Responsibilities**

- a. **TENANT agrees that the duly authorized agent, employee, or contractor of the LANDLORD and/or MANAGEMENT AGENT will be permitted to enter TENANT dwelling during reasonable hours (8:00 A.M. to 5:00 P.M. for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4(0) (1)]**
- b. **When TENANT calls to request maintenance on the unit, the LANDLORD and/or MANAGEMENT AGENT comes to perform maintenance, TENANT request for maintenance shall constitute permission to enter.**

### **(b) LANDLORD and/or MANAGEMENT AGENT Responsibilities**

- (1) **The LANDLORD and/or MANAGEMENT AGENT shall give TENANT at least 24 hours notice, IF POSSIBLE, IN WRITING that the LANDLORD and/or MANAGEMENT AGENT intend to enter the unit. [966.4 (j) (I)]**
- (2) **The LANDLORD and/or MANAGEMENT AGENT may enter TENANT dwelling unit at any time without advance notification when the LANDLORD and/or MANAGEMENT AGENT determines there is reasonable cause to believe that an emergency exists. [966.4 (j) (2)]**
- (3) **If TENANT and all adult members of the household are absent from the dwelling unit at the time of entry, LANDLORD and/or MANAGEMENT AGENT shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (Q) (3)]**

### **Notification Procedures**

- (a) **TENANT Responsibility – Any notice to LANDLORD and/or MANAGEMENT AGENT must be writing, delivered directly to the LANDLORD and/or MANAGEMENT AGENT, or sent by prepaid first-class mail, properly addressed. [966.4 (k) (1) (ii)]**
- (b) **LANDLORD and/or MANAGEMENT AGENT Responsibility – Notice to TENANT must be in writing, delivered to TENANT or to any adult**

member of the household residing in the dwelling unit, or sent by prepaid first class mail addressed to TENANT. [966.4 (k) (1) (1)]

- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If TENANT is visually impaired, all notices must be in accessible format. [966.4 (k) (2)]

## **XII. Termination of the Lease**

In terminating the Lease, the following procedures shall be adhered to the LANDLORD and/or MANAGEMENT AGENT and TENANT.

- (e) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill TENANT obligations see forth in section X above, or for other good cause. [966.4 (0) (2)]

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

- (1) The failure to pay rent or other payments when due; [966.4 (0)]
- (2) Repeated late payment, which shall be deemed as failure to pay the amount of rent or other charges due by the 8<sup>th</sup> of the month. Four (4) such late payments within a 12 month period shall constitute repeated late payment; [966.4 (0)]
- (3) Failure to pay utility bills when TENANT is responsible for paying such bills directly to the supplier of utilities; [966.4 (0) (2)]
- (4) Misrepresentation of family income, assets, or composition; [966.4 (c) (2)]
- (5) Failure to supply, in a timely fashion, any certification, release, information or documentation on Family income or Family composition needed to process annual reexaminations or interim re-determinations. [966.4 (c) (2)]
- (6) Serious or repeated damaged to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (n) (2)]
- (7) Any activity by TENANT, household member, guest, or other person under TENANT control including criminal activity that threatens the health, safety or right to peaceful enjoyment of the LANDLORD and/or MANAGEMENT AGENT premises by other residents or employees, or any drug-related criminal activity. [966.4 (0) (2)]
- (8) Weapons or illegal drugs seized in an unit by a law enforcement officer; [966.4 (0) (2)]

**(9) Any fire on the premises caused by the TENANT, Household members or guests' actions or neglect. [966.4 (0) (2)]**

**(f) The LANDLORD and/or MANAGEMENT AGENT shall give written notice of the proposed termination of the Lease after:**

**(1) 14 days in the case of failure to pay rent;**

**(2) A reasonable time, but not to exceed 30 days considering the seriousness of the situation when the health or safety of other TENANT or person is threatened.**

**(3) 30 days in any other case. [966.4 (0) (3) (i) (A), (B) & (C)]**

**(c) Notice of Termination**

**(1) The notice of termination to TENANT shall state specific reasons for the termination, shall inform TENANT of his/her right to make such reply as he/she may wish, and of TENANT right to examine documents directly relevant to the termination or eviction. [966.4 (0) (3) (ii)]**

**(2) When the LANDLORD and/or MANAGEMENT AGENT is required to offer TENANT the opportunity for a grievance hearing, the notice shall also inform TENANT of the right to request such a hearing in accordance with the HOUSING ASSISTANCE ADMINISTRATORS Administrative Grievance Procedure. [966.4 (0) (3) (ii)]**

**(3) Any notice to vacate (or quit) which State or local law requires may be combined with, or run concurrently, with the notice of lease termination under this section [966.4 (0) (3) (ii)]**

**(4) The notice to Vacate must be in writing and specify that if TENANT fail to quit the premises within the applicable statutory period, appropriate action will be brought against TENANT, and TENANT may be required to pay the costs of court and attorney's fees.**

**(5) When the LANDLORD and/or MANAGEMENT AGENT is required to offer TENANT THE opportunity for a hearing under the Administrative Grievance Procedure for issues concerning the lease termination, the tenancy shall not terminate even if any Notice to Vacate under State (or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (0) (3) (iv)]**

When the LANDLORD and/or MANAGEMENT AGENT is not required to offer TENANT the opportunity for a hearing under the grievance procedure, the notice of lease termination shall:

- (a) State that TENANT is not entitled to grievance hearing on the termination:
- (b) Specify the judicial eviction procedure to be used by the LANDLORD and/or MANAGEMENT AGENT for eviction and state that this eviction procedure provides the opportunity for an additional hearing in a court of law that contains the basic elements of due process as defined in USDHUD regulations; and
- (c) State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (0) (3) (v)]

The LANDLORD and/or MANAGEMENT AGENT may evict the TENANT from the unit only by bringing a court action.[966.4 (1) (4)]

(d) TENANT may terminate this Lease at any time by giving 30 days written notice as described in Section XV, above.

(e) In deciding to evict for criminal activity, the LANDLORD and/or MANAGEMENT AGENT shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors.

(f) The LANDLORD and/or MANAGEMENT AGENT may prohibit continued occupancy and/or visiting by remaining family members who engage in prohibited activities on the premises.

(g) The LANDLORD and/or MANAGEMENT AGENT may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (0) (5)]

(h) When the LANDLORD and/or MANAGEMENT AGENT evicts a TENANT from a dwelling unit for criminal activity the LANDLORD and/or MANAGEMENT AGENT shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (0) (ii)]

**XIII. Waiver**

No delay or failure by the LANDLORD and/or MANAGEMENT AGENT in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**XIV. PET POLICY XVII (24 CFR 960)**

Nothing in Section XVII

- a) limits or impairs the rights of persons with disabilities;
- b) authorizes the OWNER and/or MANAGEMENT AGENT to limit or impair the rights of persons with disabilities;
- c) or affects any authority that the OWNER and/or MANAGEMENT AGENT may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, state or Local law.

**1. COMMON HOUSEHOLD PET DEFINED**

- a. Common household pet is domesticated animal, such as a dog, cat or rodent that is traditionally kept in the home for pleasure rather than for commercial purposes. A reptile is not considered a common household pet.
- b. Any pet that does not meet the above definition will not be registered.
- c. Pet's weight cannot exceed 30 pounds or stand taller than 15 inches at the shoulders.
- d. Only one pet is allowed per unit.

**2. APPROVAL AND REGISTRATION**

a. Before the pet can be brought on the premises of any community, the owner must meet with the MANAGEMENT AGENT and pay in full the required pet deposit as described in Section 3.

b. All pets must then be registered with the Property Manager. Each pet registration must be renewed annually. The pet registration will include.

- 1. A certification signed by a licensed veterinarian that the pet:
  - a. received an annual rabies vaccines, distemper inoculation;

- b. is neutered;
  - c. (if it is a cat), has been de-clawed;
  - d. weight is 30 lbs. and height is 15 inches or less.
2. A photograph to identify the pet and to demonstrate that it is a common household pet.
  3. Cats and dogs must wear identification tags.
  4. The name, address and telephone number of one or more parties who will care for the pet if the owner dies, is incapacitated or is otherwise unable to care for the pet.

The Owner and/or MANAGEMENT AGENT reserves the right to restrict pet registration to those individuals who demonstrate habits and practices of pet ownership that comply with this policy.

### 3. PET DEPOSIT

- a. A Pet Deposit of \$50.00 will be required.
- b. The Pet Deposit will be refunded NO EARLIER THAN 45 days after the TENANT moves. If the pet is no longer in the household before the tenant moves the deposit will not be returned until the TENANT moves out and a thorough inspection has been completed of the premises and any necessary deductions made from the deposit for pet damages including but not limited to eradication of odor or fleas.

### 4. SANITARY STANDARDS

- a. All pet waste will be picked up and removed immediately by the pet owner and deposited in an outdoor waste disposal container.
- b. Single-family scattered site residents are required to pick up all pet waste from their yards.
- c. Indoor litter boxes must be changed twice each week and used litter deposited in the appropriate outdoor disposal. Pet waste must be removed from the litter once daily and the waste placed in the appropriate outdoor disposal.
- d. Absolutely no pet waste may be deposited indoors in a trashcan, in a trash chute, in trash rooms or in a dumpster.

- e. A \$25.00 charge will be assessed to pet owners each time they fail to remove waste in accordance with the Pet Policy.

## **5. RESTRAINT**

- a. Pets must be restrained with a collar and leash while outside on the grounds of the community.
- b. Under no circumstances will the pet be allowed in the community center, office, laundry or other common areas of the building (except while leaving the building).

## **6. RIGHTS OF NEIGHBORS**

- a. The owner shall assure that the pet does not cause any damage, discomfort, annoyance, nuisance, odor or any inconvenience to any other tenant in the community. Failure to satisfactorily remedy any problem will result in permanent removal of the pet from the community.

## **7. CARE OF PET**

- a. No pet will be left unattended for more than ten (10) hours in the unit.
  - 1. Violations of this rule will result in the appropriate law enforcement official being notified. In addition, this will constitute an emergency for the purpose of entering the unit and removing the pet from the premises.
  - 2. The OWNER and/or MANAGEMENT AGENT accepts no responsibility for any pet so removed.
- b. Pets must be treated for flea infestation periodically. If required, the owner agrees to pay for the cost of treating their apartment for flea infestation by the OWNER and/or MANAGEMENT AGENT'S pest exterminator.
- c. Pet must be housebroken.

## **8. LIABILITY**

- a. The pet owner must provide proof of renter's insurance or some other type of coverage for liability in the event the pet bites or injures another party on the premises.
- b. The pet owner agrees to reimburse the OWNER and/or MANAGEMENT AGENT for any cost repair of damages or

other charges attributable to the pet that are not covered by the Pet Deposit.

**9. PETS OWNED BY OTHERS**

- a. Pets not owned by the TENANT are not covered by this policy and are prohibited from the community.

**10. IN CASE OF AN EMERGENCY**

- a. In the event the health and safety of said pet is threatened by the death or incapacity of pet owner unable to care for the pet, Property Manager may contact the responsible party of parties listed in the Pet Registration. If the responsible party or parties are unwilling or unable to care for the pet, or the Property Manager is unable to contact the responsible party or parties, the Property Manager will contact the City of Gary animal Control Center or the local law enforcement authorities and request the removal of the pet from the premises.

Violation of the pet policy provisions will be treated like any other Lease violation and is subject to the Administrative Grievance Procedure.

**XV. Housekeeping Standards**

In an effort to improve the livability and conditions of the apartment owned and managed by the LANDLORD and/or MANAGEMENT AGENT, uniform standards for resident housekeeping have been developed for all TENANTS families.

**(a) LANDLORD and/or MANAGEMENT AGENT Responsibilities**

The standards that follow will be applied fairly and uniformly to all TENANTS(S). The LANDLORD and/or MANAGEMENT AGENT will inspect each unit at least annually, to determine compliance with the standards.

Upon completion of an inspection, the LANDLORD and/or MANAGEMENT AGENT will notify TENANT in writing if he/she fails to comply with standards.

The LANDLORD and/or MANAGEMENT AGENT will advise TENANT of the specific correction(s) required to establish compliance, and indicate that training is available. (Training classes are MANDATORY. All adult family members must complete three (3) consecutive classes in order to be in compliance).

**Within a reasonable period of time, the LANDLORD and/or MANAGEMENT AGENT will schedule a second inspection. (Usually within a two-three week time period, depending on the seriousness of the housekeeping. If there are serious health and safety issues have been addressed).**

**Failure to complete MANDATORY housekeeping classes or failure to address serious health and safety issues within 24 hours (1) day will constitute a violation of the lease terms.**

**(b) TENANT Responsibilities**

**Failure to abide by the Housekeeping Standards those results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

**ATTACHMENT S**  
**One Strike Policy**

# The Gary Housing Authority

## ONE STRIKE POLICY

### ADMISSIONS

In the selection of families for admission to the Gary Housing Authority's Public Housing Program, or to occupy a public housing development or unit, the Gary Housing Authority will screen family members for behavior and suitability for tenancy. The tenant selection criteria to be established under this part and information to be considered shall be reasonably related to individual attributes and behavior of an applicant and shall not be related to those which may be inputted to a particular group or category of persons of which an applicant may be a member.

Under the Public Housing Assessment System (PHAS), the Gary Housing Authority receives points if it has adopted policies, implemented procedures and can document that they successfully screen out and deny admission to certain applicants with unfavorable criminal histories. (24 CFR 902.43 (a) (5)). This policy takes into account the importance of screening for public housing communities, the program integrity, and the demand for assisted housing by families who will adhere to lease responsibilities, including those requirements of the Gary Housing Authority's "One Strike" Policy.

During the screening process, the Gary Housing Authority will consider but will not be limited to information or records obtained in reference to the information below.

### DENYING ADMISSION – SCREENING OF APPLICANTS

By Federal Regulation, the Housing Authority of Gary MUST prohibit admissions:

- To any applicant family that has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents or the Gary Housing Authority's staff including alcohol abuse that the Gary Housing Authority determines it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or the Gary Housing Authority's staff.
- To an applicant family if any household member is currently engaged in illegal use of drugs on or off the Gary Housing Authority's premises.

- To an applicant family any household member if the Gary Housing Authority has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug on or off the Gary Housing Authority's premises may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or the Gary Housing Authority's staff.
- To any applicant family if the Gary Housing Authority has reasonable cause to believe that any household member's habits and practices reasonably may be expected to have a detrimental effect on the residents, the Gary Housing Authority's staff or the housing development environment.
- To any applicant family if the Gary Housing Authority has reasonable cause to believe that any household member has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other residents or the Gary Housing Authority's staff on or off the Gary Housing Authority's premises within the past five years.
- To any applicant family if any household member has been evicted from any public housing, Section 8 programs, or any other Federally assisted housing programs within the past five years, from the date of eviction, for drug related criminal activity on or off the Gary Housing Authority premises.
- Any lifetime registration requirement under a State sex offender registration program; This is a lifetime prohibition.
- Any convictions for drug related criminal activity for manufacture or production of methamphetamine on or off the Gary Housing Authority's premises of federally assisted housing. This is a lifetime prohibition.

**Note:** The Gary Housing Authority will permanently deny admissions to any applicant or family member that is subject to a lifetime registration requirement under a State sex offender registration program or any resident or household member that has been convicted of drug related criminal activity for manufacture or production of methamphetamine on or off the premises of federally assisted housing;

With the exception of lifetime prohibitions as stated above, any discovery of information that results in denial of admission, the applicant cannot reapply for admission for five years following the date of denial. Rehabilitation is not considered within the five-year waiting period.

Before the Gary Housing Authority denies admissions to its Public Housing Program on the basis of a criminal record, the household will be notified of the proposed action and given an opportunity for an informal hearing to dispute the accuracy and relevance of

that record. The Gary Housing Authority will not pass along to the applicant the costs of a criminal records check. If an applicant is denied admissions due to a criminal record of any member 18 years or over, The Gary Housing Authority will consider excluding the household member(s) with criminal history problems, thereby permitting the "new" household to qualify for admissions. If the resident reapplies, he/she will be required to present proof that the family member with the criminal record will not reside in the unit. (i.e. incarcerated, different place of residency, etc.)

### **TERMINATION OF TENANCY – EVICTION**

The Gary Housing Authority is authorized, by Federal Regulation, to terminate the tenancy of residents in accordance with the Gary Housing Authority's lease provisions, Indiana Termination of Tenancy laws, other statutory directors, and established Gary Housing Authority's policies such as the Admissions and Continued Occupancy Policy (ACOP) and this Policy on Screening and Eviction for Drug Abuse and Other Criminal Activity.

Drug related criminal activity engaged on or off the Gary Housing Authority's premises by the resident, members of the family composition, guest or any other person under the resident's control are grounds to terminate tenancy.

No resident, member of the resident's household, guest or another person under the resident's control shall engage in or the Gary Housing Authority discovers that:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents, the Gary Housing Authority or HUD staff employed on the site or any other person(s) or agent(s) acting on behalf of the Gary Housing Authority or any persons residing in the immediate vicinity of the premises;
- For discovery that any resident or any household member has engaged in any drug-related criminal activity on or off the premises;
- For discovery that any resident or any household members' abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or the Gary Housing Authority staff;
- For discovery that any resident or any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on or off the premises of federally assisted housing. This is a lifetime prohibition.

- For resident violation of Lease provisions prohibiting drug-related criminal activity engaged in on or off the premises by the tenant, household member or guest, and any such activity engaged in on the premises by any other person under the tenant's control.
- For resident violation of Lease provisions prohibiting any household members use of drugs or the pattern of illegal use of drugs which interferes with the health, safety or right to peaceful enjoyment of the premises by other residents and the Gary Housing Authority's staff.
- For discovery that any resident or any household member is fleeing to avoid prosecution, custody or confinement after conviction for a crime or is in violation of probation or parole imposed under Federal or State or local law;
- For discovery that any resident or any household member is violating a condition of probation or parole imposed under Federal or State law.
- For discovery that any resident or any household member is harboring a previous evicted One Strike tenant subjects that household to be evicted.
- For storing or in the possession of weapon(s) or illegal drug(s) seized in the Gary Housing Authority's unit by law enforcement officers.

The head(s) of household is responsible for the actions of the household members, guest and other persons under the family's control. The Gary Housing Authority will evict a family by judicial action for criminal activity if it determines that the covered person(s) has engaged in criminal activity regardless of whether the covered person(s) has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. Criminal activity is cause for eviction in the absence of conviction or arrest.

### **RECORDS AND INFORMATION**

The discovery of information regarding applicant families and resident families who have committed crimes or activities reflecting disturbances of neighbors, destruction of property, or habits that adversely affect the health, safety or welfare of others will be used by the Gary Housing Authority in the screening of applicants for suitability of tenancy and residents for the purpose of determining continued occupancy and eviction procedures.

The discovery of information regarding applicant families and resident families who have a history of criminal activity involving violent crimes, illegal use of a controlled dangerous substance, any criminal activity resulting in a felony conviction, alcohol abuse which results in threatening behavior or any crimes that would pose a threat to

the life, health, safety or peaceful enjoyment of residents and the Gary Housing Authority's staff or their contractors will be used by the Gary Housing Authority in the screening of applicants for suitability of tenancy and residents for the purpose of determining continued occupancy and eviction procedures.

The discovery of information regarding applicant families and resident families as a result of Incident Reports filed by the Gary Police Department or any other police/law enforcement reports initiated by any law enforcement entity which come to the attention of the Gary Housing Authority and concern applicants and tenants will be used by the Gary Housing Authority in the screening of applicants for suitability of tenancy and residents for the purpose of determining continued occupancy and/or eviction procedures.

Among the crimes considered a threat to the health, safety, or right to peaceful enjoyment of residents, the Gary Housing Authority staff or their contractors are crimes of violence (e.g. murder, battery, assault, stalking, harassment, domestic violence); crimes against property (e.g. vandalism, arson); and crimes that involve peace disturbance (e.g. fighting, public intoxication, illegal gambling, loud noise and music resulting in police reports).

### **THE GARY HOUSING AUTHORITY'S PROCEDURES**

Federal statues and regulations allow, encourage and in some cases require Public Housing Authorities to perform criminal background checks to screen applicants for admission and for Lease enforcement or eviction of families residing in public housing.

Each applicant family is required to submit Consent for Release of Criminal Records form signed by each adult household member. If the Security Chief of the Housing Authority (SCHA) obtains criminal record information showing that a household member has been convicted of a crime relevant to applicant screening, Lease enforcement or eviction, the Gary Housing Authority will notify the household of the proposed action to be taken based on the information an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before a denial of admission, eviction or lease enforcement action is taken on the basis of such information. The Gary Housing Authority has established and maintains a system of records management that ensures that any criminal records received by the Gary Housing Authority is maintained confidentially, not misused or improperly disseminated and is destroyed once the purpose for which the record was requested has been accomplished.

The Gary Housing Authority is required to carry out background checks necessary to determine whether a member of a household applying for admissions to public housing is subject to a lifetime sex offender registration requirement under a State sex offender

registration program. This check must be carried out with respect to the State in which the housing is located and with respect to States where members of the applicant household are known to have resided.

The Gary Housing Authority will not pass along to the applicant or resident the costs of criminal records or sex offender registration checks.

Upon receipt of the information obtained from criminal and sex offender registration background checks, the Gary Housing Authority will review the information and determine the suitability of tenancy for applicants and continued occupancy for resident families. When the review contains negative information regarding the applicant or resident concerning drug use, drug-related criminal activity, violent criminal activity or other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents, the Gary Housing Authority staff, contractor, subcontractor or agent of the Housing Authority, the Gary Housing Authority will notify the household member of the proposed action to be taken, provide an opportunity to dispute the accuracy of the information.

In deciding to evict for criminal activity, the Gary Housing Authority shall have discretion to consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that eviction would have on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases and at the discretion of the Executive Director or designee, the Gary Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family member who engage in the prescribe activity will not reside in or visit the unit.

Formal or informal grievance hearings will not be scheduled or conducted. This does not preclude the resident due process in a court of law.

On an individual basis, the Executive Director or his/her designee may interview the household member affected and the head of household to determine if, at their discretion, an exception to the denial of admission or termination of tenancy is warranted. Felony conviction, past drug use, past drug-related criminal activity, past violent criminal activity or other criminal activity that threatened the health, safety and peace of others will be considered if it is over five years old.

When the Gary Housing Authority evicts an individual or family for criminal activity, the Housing Authority is required to notify the local post office serving the dwelling unit that the individual or family no longer residing in the unit to prevent the affected individual or family from returning to the premises.

Any applicant family or resident family member, who furnishes false, omits, or misleading information to the Gary Housing Authority concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers subjects the applicant family or resident family the denial of participation or termination of tenancy.

## **DEFINITIONS**

***Covered Person*** means a resident, any member of the resident's household, a guest or another person under the resident's control.

***Currently engaging in*** means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current with respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity.

***Drug*** means a controlled substance as defined by law.

***Drug-related criminal activity*** means the illegal manufacture, sale, distribution, or use of a drug, or the possession of drug with the intent to manufacture, sell, distribute or use the drug or false drugs.

***Federally assisted housing*** means housing assisted under any of the following programs: (1) Public Housing; (2) Housing receiving project-based or tenant based assistance under Section 8 of the U.S. Housing Act of 1937; (3) Housing that is assisted under section 202 of the Housing Act of 1959; (4) Housing that is assisted under section 811 of the National Affordable Housing Act; (5) Housing financed by a loan or mortgage insured under section 221 (d) (3) of the National Housing Act; (6) Housing insured, assisted or held by HUD or by a State or local agency under section 236 of the National Housing Act; or (7) Housing assisted by the Rural Development Administration under section 514 or 515 of the Housing Act of 1949.

***Guest*** means a person temporarily staying in the unit with the consent of a resident or other member of the household who has expressed or implied authority to so consent on behalf of the resident.

***Household*** means the family and the Gary Housing Authority approved live-in aide.

***Other person under the resident's control*** means that the person, although not staying as a guest in the unit, or was at the time of the activity in question, on the premise because of an invitation from the resident or other member of the household who has expressed or implied authority to consent on behalf of the resident.

***Premise*** means the building or complex or development in which the public housing unit is located, including common areas and grounds.

***Records*** means any written information or document on a client or household member, which may include but not limited to public reports, incidents reports, arrest reports, former landlord reports etc.

***Violent criminal activity*** means any criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force substantial enough to cause serious bodily injury or property damage.

**ATTACHMENT T**  
**Rent Collection Policy**

**The Housing Authority of the  
City of Gary, Indiana**

**Rent Collection &  
Eviction Policy**

## RENT COLLECTION AND EVICTION POLICY

### General

The Gary Housing Authority has the fiduciary responsibility to collect all rental income due and payable, in a timely and effective manner. Dwelling rental income represents a significant portion of the total funds available to the Housing Authority for the operation and maintenance of its public housing developments. Payment of rent is a basic responsibility of all residents in accordance with their Residential Lease Agreement.

The Gary Housing Authority will enforce the payment of rent in accordance with the following policy. Residents must comply with all federal, state and local laws pertaining to the payment of rent as well as the provisions of this policy. This policy shall be enforced by the Site Manager and failure to comply with these requirements shall be deemed grounds for termination of the Residential Lease Agreement between the Gary Housing Authority and the Resident, and such other actions as provided for in federal, state or local laws. GHA will comply with all federal, state and local laws pertaining to the collection of rent as well as the provisions of this policy.

If GHA deems it necessary to terminate a Residential Lease Agreement for non-payment of rightful obligations or other violations, as defined in the Lease, such termination shall be conducted in accordance with all federal, state and local laws applicable to lease termination, as well as the eviction policy set forth herein.

### Determination of Rent

The amount of rent to be paid is determined in accordance with the provisions outlined in the Gary Housing Authority Public Housing Admissions and Occupancy Policy and the Residential Lease Agreement executed with each Resident at the time of admission into the Public Housing Program. Federal regulations promulgated by the U.S. Department of Housing and Urban Development govern the amount of rent to be charged to residents. Generally, the following provisions will apply:

- **Total Tenant Payment** – Total tenant payment (TTP) is the amount the tenant pays towards rent and utilities, if applicable, that are not included in the rent. The calculation of total tenant payment (TTP) shall be the greater of: 30% of monthly adjusted income; 10% of monthly income; or, GHA's minimum rent. However, total tenant payment shall never exceed the established flat rent, if applicable.
- **Tenant Rent** – Tenant rent is calculated by subtracting a utility allowance, if applicable, for tenant paid utilities from the total tenant payment. If the utility allowance is greater than the total tenant payment, the tenant rent will be zero and a utility reimbursement payment (URP) will be established.

- **Rent Adjustments** – Total Tenant Payment and Tenant Rent shall be reviewed as required and a re-determination of the amount to be charged will be completed. Residents will be provided with notification of rent changes pursuant to the notification requirements under the Residential Lease Agreement.

#### Collection of Rent and Other Charges

The monthly rent amount and other charges due under the Residential Lease Agreement shall be collected by the Gary Housing Authority in accordance with its policies. The following policy shall be carried out by the Site Manager in administering the Collection of Rent and Other Charges process.

- **Resident Orientation** – A pre-occupancy conference will be conducted prior to leasing a unit to a prospective resident. This conference will acquaint the family with the provisions of the lease, including rent payment obligations and the requirements set forth in this policy. The first month's rent along with the required security deposit will be paid prior to execution of the Residential Lease Agreement.
- **Payment Due Dates:** Rent and other charges are due and payable the first day of the month. If the rent is not paid by the 5<sup>th</sup> day of the month, a Notice to Vacate will be issued to the tenant. This notice shall constitute a notice of adverse action and shall meet the governing requirements including due process under GHA's Grievance Policy.
- **Late Charges:** The rent and other charges due will be considered late if payment is not made in full by the 5<sup>th</sup> day of the month. After the 5<sup>th</sup> day of the month, a late payment will result in the imposition of a penalty charge. Written notice shall be provided pursuant to the notification procedures in the Residential Lease Agreement when a late charge has been assessed. Late charges shall be due and payable in accordance with the provisions for "other charges" as stated above.
- **Payment Method** – Payment of rent and other charges shall be made by check or money order (cash is not accepted) in person or by mail at the development office where the Resident resides or at the Central Business Office of the Gary Housing Authority.
- **Partial Payment** – Partial payments of rent will not be accepted. Only full payment of the monthly rent amount is to be accepted unless the Resident qualifies for a repayment agreement and such agreement is executed prior to acceptance of partial payment.
- **Escrow Account** – During pending evictions for lease violations other than non-payment of rent, the resident shall continue to be held responsible for monthly rent and must remit the monthly rent into GHA's escrow account as required under GHA's Residential Lease. GHA shall collect and deposit these rents into an escrow account during the pendency of the eviction case. Failure to make payments into GHA's escrow account shall constitute a lease violation for non-payment of rent. Upon the resolution of the pending eviction, GHA shall apply the amount deposited in escrow to the client's account balance. During the pendency of the eviction, regular scheduled rent re-examinations will not be

performed. Special rent calculations will be performed in cases where scheduled rent re-examinations were not performed during the pending case solely for the purpose of determining whether over payments or under payments were deposited. Refund checks will be issued in cases of over payments and additional amounts shall be required for underpayments. A full rent re-examination will be performed on those residents who remain in occupancy. In cases of underpayment into the escrow account where the amount due cannot be paid in one lump sum; the resident will be offered a repayment agreement as stipulated in this policy. All late fees posted to the tenant's account will be removed provided rent is paid into escrow by the 5<sup>th</sup> of each month. Rent amounts deposited into GHA's escrow account shall not be considered acceptance of rental payments and does not waiver GHA's rights to pursue evictions in judicial proceedings.

- **Injury and Personal Property Claim** – If a tenant has a verified claim against GHA and GHA has a verified claim against this tenant for past due rent, then GHA may take action to offset the amount of these claims, and/or the parties may agree to offset the amount of these claims.

### Intervention and Assistance

Early intervention by Housing Authority Site Staff is critical to a strong and effective Rent Collection system. The following efforts will be initiated by GHA to provide maximum assistance to Residents in the prompt payment of rent and other charges.

- **Monitor Payment** – The Site Manager shall monitor the cash receipts reports through the 5<sup>th</sup> day of each month determining ongoing collection of amounts owed.
- **Personal Contact** – Contact shall be made with all residents that have not paid rent by the 5<sup>th</sup> day of each month. This contact shall be by telephone or written notice to assure all required residents are contacted personally. Staff shall inform residents that payment has not been received, request a date when payment can be expected and determine if a problem exists preventing prompt payment. A follow-up documentation letter will be sent to the resident with copies of all documents forwarded to the Director of Housing.
- **Referrals** – If needed, eligible residents shall be referred to the Manager for a payment extension. Other residents may be referred to various assistance programs, as appropriate. Follow-up letters will be sent as documentation with copies of all documents forwarded to the Director of Housing.
- **Friendly Reminder** – A written notice shall be delivered by the 10<sup>th</sup> day of each month, to all chronic late payers that are not reached through personal contact. This notice shall state that payment has not been received, request a date when payment can be expected and determine if a problem exists preventing prompt payment. Chronic late rent payers should be counseled and rent collection efforts documented. Continued abusers will be addressed under GHA's lease violation procedures.

## Repayment Agreements

Payment plans or rental payment extensions may be established for Residents through execution of a repayment agreement under the following guidelines.

- **Emergencies** – Residents who are unable to make full payment of the current month's obligations because of emergency or unusual situations (defined as illness, death or other undue financial hardship through no fault of the resident) shall be offered the opportunity to enter into a repayment agreement. Documentation to resident by letter.
- **Retroactive Charges** – Residents who are assessed retroactive rental charges and/or maintenance charges of a substantial amount (defined as more than 50% of one month's rent) shall be offered an opportunity to enter into a repayment agreement.
- **Eligibility** – Residents will only be eligible for one repayment agreement in a twelve-month period and they must execute such agreement within thirty days from the date of the first month in which they become delinquent.
- **Terms and Conditions:** The following terms and conditions shall apply to all repayment agreements:
  - ◆ If a repayment agreement is requested prior to the issuance of the 14 day notice of non-payment of rent, an initial deposit of 10% of the total amount owed will be required prior to approval upon signing of the agreement.
  - ◆ Under no condition will a repayment agreement be approved after notification of the date of a scheduled trial provided the trial is for non-payment only. A repayment can be approved if GHA failed to offer the resident in a lease violation an opportunity to establish an escrow account for GHA refused to accept the resident's rent.
  - ◆ No repayment agreement may be approved for a period in excess of twelve months. After subtracting the initial deposit, the balance owed must be divided into twelve or less equal installments to determine the monthly payment amount under the agreement.
  - ◆ Payments due under an approved repayment agreement are due and payable on the first day of each month along with all current rent and other charges.
  - ◆ Residents may choose to accelerate a repayment agreement at any time.
  - ◆ A written repayment contract must be executed between the Resident and the Gary Housing Authority and entered into the Tenant master database file.

## **Lease Enforcement**

All provisions of the Resident Dwelling Lease Agreement shall be consistently and strictly enforced. GHA will process lease terminations in accordance with the provisions stated in the dwelling lease and all applicable HUD regulations, state and local laws. A written record of lease violations and termination actions shall be maintained by GHA, and shall contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the notice of lease termination and any other notices required by state or local law; (these notices may be on the same form and will run concurrently);
- Specific reason(s) for the notices, the section of the lease violated, and other facts pertinent to the issuing of the notices described in detail;
- Date and method of notifying resident;
- Previous notices warning residents of actions or behavioral problems that rise to the level of a lease violation.
- A summary of any conference held with the resident, including dates, names of conference participants, and conclusions.

When disputes arise between a resident and GHA concerning an action or failure to act in accordance with the Residential Lease Agreement, residents will have the opportunity to resolve this dispute through a grievance hearing according to GHA's Grievance Procedures. However, grievance procedures will not apply to eviction or termination of tenancy cases involving any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or GHA employees; or any drug-related criminal activity on or off GHA property.

## **Termination and Eviction for Non-Payment**

It shall be the policy of the Gary Housing Authority to terminate the Residential Lease Agreement with all residents who do not pay the total amount owed under the lease in accordance with the terms and conditions of the lease agreement and this policy. The following guidelines shall govern the termination of a lease agreement for non-payment of rightful obligations due under the lease.

- **Notice** – A 14-day notice of non-payment of rent shall be issued in accordance with this policy to all residents owing amounts after the due date. Every effort shall be made to refer the family to an appropriate service agency for assistance before trial and judgment.

- **Initiating Legal Action** – Within five working days from issuance of the five-day notices, GHA shall take the appropriate legal actions against all residents with outstanding balances.
- **Trial and Judgment** – GHA shall seek judgment against all residents scheduled for trial, requesting possession of the unit and payment of all outstanding amounts owed. Once judgment is obtained, only the Director of Assisted Housing or designee can stop the eviction process or allow acceptance of delinquent rent.
- **Eviction** – Upon award of judgment, the eviction shall be scheduled. GHA will coordinate the eviction action with the corresponding representative from the office of the Constable.

### **Termination and Eviction for Reasons Other Than Non-Payment**

It shall be the policy of the Gary Housing Authority to terminate the Residential Lease Agreement with any resident who seriously or repeatedly violates the material terms of the lease agreement. The following guidelines shall govern the termination of a lease agreement for reasons other than non-payment.

- **Tenant Obligations** – Serious or repeated violation of the tenant obligations, as set forth in the lease agreement shall be considered material grounds for termination of the lease. Examples include but are not limited to violations of GHA's Pet Policy and chronic late rent payers.
- **Rules of Occupancy** – Serious or repeated violation of any of the rules or regulations applicable to the unit or the development in which the unit is located shall be considered material grounds for termination of the lease.
- **"One Strike"** – Any violation of the provisions of the federal "One Strike" policy as defined in the Residential Lease Agreement and federal regulations, shall be considered grounds for termination of the lease.
- **Notice** – The notice of termination to the Resident shall be issued in accordance with the requirements of federal, state and local law and contain the information outlined in the Residential Lease Agreement.
- **Initiating Legal Action** – Upon expiration of the notice to terminate the lease, GHA shall take appropriate legal action against the resident.

**ATTACHMENT U**  
**Resident Charge List**

**GARY HOUSING AUTHORITY MAINTENANCE DEPARTMENT  
SCHEDULE OF CHARGES FOR RESIDENT CAUSED DAMAGES**

**EFFECTIVE 6/22/07**

**CHARGE TO RESIDENT**

**LOCK-OUTS**

During GHA Business Hours.....	\$10.00
4:00 P.M. TO 10:00 P.M.....	\$15.00
After 10:00 P.M. & Week-ends.....	\$35.00
Holidays.....	\$35.00

**KEYS \$ LOCKS**

Replacement Keys.....	\$3.75
Keys Delivered by GHA Staff.....	\$8.00
All Replacement Locks.....	Actual Cost + Labor*
All Replacement Knobs & Hardware .....	Actual Cost + Labor *
Locksmith Work.....	Actual Cost + Labor*

**PLUMBING**

Unclog Sinks, Toilets etc.....	\$15.00
If Power Rodder is used.....	\$25.00
If Toilet has to be removed.....	\$25.00
Replacement of Fixtures.....	Actual Cost + Labor*
Professional Sewer Cleaning.....	Actual Cost to Authority

**CARPENTRY**

Replacement of Exterior or Interior Doors...	Actual Cost + Labor*
Repair Exterior or Interior Doors.....	Labor*
Replacement of Door Jams.....	Actual Cost + Labor*
Drywall/Plaster Repair.....	Actual Cost + Labor*
Window Replacement.....	Actual Cost + Labor *

**TRASH & DEBRIS**

Front Yard Pick-up.....	\$25.00
Back Yard Pick-up.....	\$20.00
Trash Can Removal.....	\$25.00

**ELECTRICAL**

Replace Smoke Detector.....	Actual Cost + Labor*
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**LABOR:**

\*\$24.00 per hour

**\*BILLING MINIMUM 15 MINUTE INCREMENTS; MINIMUM CHARGE \$6.00.**

**Charges for any damages not covered by this schedule of charges will be determined by the Maintenance Department.**

**This schedule relates to Resident charges for Above Normal Wear and Tear Resident Neglect, Failure to report or move out damages.**

**GARY HOUSING AUTHORITY MAINTENANCE DEPARTMENT  
APPLIANCE OR CARPETING CALCULATION CHARGES**

**WHEN IT BECOMES NECESSARY TO CHARGE A RESIDENT FOR THE REMAINING LIFE OF AN APPLIANCE, OR CARPETING, THE FOLLOWING CALCULATION SHOULD BE USED:**

<u>APPLIANCE</u>	<u>LIFE</u>
REFRIGERATOR	10 YEARS
STOVE	10 YEARS
CARPETING	5 YEARS

Ten years is equivalent to 120 months (12 months x 10)

Use the current cost of the appliances, which should be obtained from the Warehouse records, including sales taxes, shipping and handling charges, **if any**, add 10% for warehousing (stocking expenses). This total should be divided by 120 to get the monthly charge, which is then multiplied by the remaining months of life of the product.

Example: A resident vacated the unit on April 1, 2006 and took the refrigerator, which was purchased June 1, 2001 and installed for the first time in a unit on October 5, 2001.

Currently, the cost to purchase a refrigerator is \$325.00, there are no taxes, shipping or handling charges per warehouse staff.

$$\$325.00 + 10\% = \$357.50$$

The age of this refrigerator when it was stolen was as follows:

October 5, 2001 (1<sup>st</sup> day of service) to April 1, 2006 is 54 months

The difference between 120 months and 54 months is 66 months.

66 months is the remaining life of the refrigerator.

The cost of the refrigerator (\$357.50) divided by 120 months equals \$2.98 per month, multiply the \$2.98 times the 66 remaining months and get the cost to charge the resident.

$$120 \text{ months} - 54 \text{ months} = 66 \text{ months}$$

$$\$357.50 / 120 = \$2.98$$

$$\$2.98 \times 66 = \$196.68$$

**The cost to charge the resident would be \$196.68**

**GARY HOUSING AUTHORITY MAINTENANCE CHARGES  
VACANT UNITS**

**CLEANING OF FLOORS;** (strip, mop & wax)

<u>1Br.</u>	<u>2Br.</u>	<u>3Br.</u>	<u>4Br.</u>	<u>5Br.</u>
\$50.00	\$65.00	\$75.00	\$100.00	\$125.00

**RETILING:** (remove old and replace with new) **Actual Cost + Labor\***

**CLEANING OF APPLIANCES:** (refrigerator & stove) \$35.00/per appliance

**CLEANING OF BATHROOM:** (unusually dirty) \$25.00

**CLEANING OF KITCHEN:** (Countertop, sink cupboard) \$15.00

**REMOVAL OF CONTACT PAPER:** (boarders included) \$15.00/per wall

**DRYWALL REPAIR** **Actual Cost + labor\***

**LOCK CHANGE:** **Actual Cost + Labor\***

**REPLACEMENT KEY:** \$3.75

**REPAINTING OF COLORED WALL:** **Actual Cost + Labor\***  
(primer and extra coat, Ex: 5 walls or 4 walls & ceiling)

**HAULING OF ARTICLES:** **\$25.00**  
(Furniture, appliances, or debris. One article is considered a truck load, curtains/blinds are considered debris, on all things use judgment and discretion).

**CLEANING OF TRASH BIN:** **\$25.00**

**DOORS** (Door Replacement/Repair Interior or Exterior) **Actual Cost + Labor\***

**WINDOWS:** (individual basis) **Actual Cost + Labor\***

**SCREENS** (Doors or Window Replacement / Repair) **Actual Cost + Labor\***

**SIDING:** (by the piece) **Actual Cost + Labor\***

**LABOR** **\$24.00 per hour**

**\*BILLING MINIMUM 15 MINUTE INCREMENTS; MINIMUM CHARGE \$6.00.**

**Charges for any damages not covered by this schedule of charges will be determined by the Maintenance department.**

**This schedule relates to Resident charges for Above Normal Wear and Tear, Resident Neglect, Failure to report or move out damages.**

**ATTACHMENT V**  
**Transfer Policy**

## SECTION 13

### TRANSFER POLICY

The Gary Housing Authority will implement this policy to transfer a household from the household's current unit to another unit of suitable size and type located in a building other than the building where the family currently resides. This transfer policy does not apply to persons requiring reasonable accommodations because of a disability. GHA will make reasonable accommodations for persons with disabilities as described in Section 1 of this Admissions and Occupancy Policy, Nondiscrimination and Accessibility.

#### 13.1 Emergency Transfers

Emergency transfers are transfers which are implemented when unit or building conditions pose an immediate threat to resident life, health, or safety as determined by GHA or a governing body with jurisdiction over such matters, or a federal, state or local court. The following procedures will govern emergency transfers.

1. Emergency transfers shall not be limited to transfer within the same public housing community and may require transfer to another public housing and/or mixed income site.
2. GHA is not required to give minimum notice of an emergency transfer but will make every effort to provide as much notice as permitted under the circumstances.
3. GHA cannot guarantee a desired location for emergency transfers but an attempt will be made to meet the resident's location preference when possible.
4. Refusal to comply with an emergency transfer may be grounds for lease termination.
5. Upon request by the resident, emergency transfers may be used to alleviate verified medical problems of a life threatening nature or when household members need protection from attack by a criminal element in a particular property or neighborhood based on a threat assessment by a law enforcement agency (example: witness protection program, domestic violence).

#### 13.2 Mandatory Transfers

Mandatory transfers are transfers required by GHA for purposes such as closing a building; implementing redevelopment or building rehabilitation activities; achieving vacancy consolidation; and, adjusting for over-housed living conditions. (24 CFR 8.30).

1. Mandatory transfers shall only occur within the same community in which the resident resides. No transfers shall occur to other public housing or mixed income communities other than for emergency reasons outlined above.

2. To the extent possible and subject to any rights of return, GHA will make every effort to allow residents in good standing to select the development to which to transfer when implementing mandatory transfers for redevelopment or rehabilitation of units.
3. The conditions for good standing are: no repayment agreement or unpaid balance at any time in the past year; good credit history with utility companies (when applicable); no criminal activity or history of disturbances that resulted in lease violations or violations as defined in GHA's *One Strike Policy* as indicated by notices of lease violation in the resident's file; and a good housekeeping record, as indicated by housekeeping inspection reports in the resident's file.
4. GHA will provide written notice a minimum of 60 days in advance of the transfer date for mandatory transfers. For transfers subject to the Uniform Relocation Act (URA), GHA will provide notice in accordance with URA standards.
5. Refusal of a mandatory transfer can be grounds for lease termination.

### **13.3 Resident Requested Transfers**

Resident requested transfers are transfers, (other than a request for an emergency transfer as described in Section 11, A, 4 of this policy), for the convenience of the residents, transfers which adjust for overcrowding or transfers to permit a family that requires a unit with accessible features to occupy such a unit and are available to residents in good standing who have resided in a development for at least one year.

Resident requested transfers shall only be permitted within the same community in which the resident resides. Resident requested transfers will not be permitted for residents who desire to live in another GHA development or another type of development. Residents must apply as a new admission to transfer to another public housing or mixed income community.

### **13.4 Transfer Waiting List**

Emergency and mandatory transfers will have priority over new admissions and will be processed prior to selecting a new applicant from the waiting list.

Resident requested transfers will be placed on the appropriate waiting list, according to date and time of transfer request and will be processed in conjunction with new applicants from the waiting list.

Emergency and mandatory transfers will be based on the availability and appropriate bedroom size without regard to location.

When transferring families into GHA buildings other than the building where the family currently resides, GHA will take into consideration issues of personal safety

as described in Section 11, A, 4 of this policy. If such safety issues exist, and to the extent possible, GHA will provide the family an alternative unit.

GHA will bear the cost of all emergency transfers. GHA will also bear the cost of mandatory transfers related to closing a building, redevelopment or building rehabilitation or achieving vacancy consolidation.

**If a resident refuses to accept a transfer unit offered, without good cause, lease termination procedures will be implemented if the transfer is an emergency or mandatory transfer as described above. If the transfer is a resident requested transfer, and the resident refuses a unit offered, the resident will not be permitted to request a subsequent transfer for a period of one year from the date of refusal of the unit offered.**

**ATTACHMENT W**  
**Utility Allowance**

## ATTACHMENT W

### UTILITY ALLOWANCE AND REIMBURSEMENT PAYMENTS

The utility allowance is given to public housing residents to help defray the cost of utilities not included in the rent (scattered sites). The allowances are based on a formula that takes actual rates and average consumption studies, not on actual consumption. It is not intended to completely pay for a family's utility costs.

Where the Utility Allowance exceeds the family's Total Tenant Payment (TTP), the Gary Housing Authority will provide a Utility Reimbursement Payment for the family each month. Utility reimbursement applies only for participants who have chosen income-based rent, **not** for those who elect to pay a flat rent.

**Utility Allowances  
Housing Choice Voucher Program**

HUD-52667 (MODIFIED)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8  
 EXISTING HOUSING ALLOWANCE FOR TENANT FURNISHED UTILITIES AND  
 OTHER SERVICES

DATE:  
 12/1/2007

LOCALITY  
 Gary Housing Authority

Unit Type  
 Single Detached

Monthly Dollar Allowance						
Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
<b>Heating</b>						
a. Natural Gas	\$27	\$37	\$44	\$56	\$63	\$73
b. Bottle Gas	\$90	\$121	\$145	\$183	\$207	\$241
c. Electric	\$47	\$63	\$76	\$96	\$108	\$126
d. Oil	\$83	\$113	\$135	\$170	\$192	\$224
<b>Air Conditioning</b>						
	\$9	\$11	\$15	\$19	\$22	\$26
<b>Cooking</b>						
a. Natural Gas	\$4	\$5	\$6	\$8	\$10	\$11
b. Bottle Gas	\$15	\$20	\$26	\$33	\$41	\$44
c. Oil/Electric	\$6	\$8	\$10	\$13	\$16	\$17
d. Coal/Other						
<b>Other Electric, Lighting, etc.</b>	\$21	\$27	\$36	\$44	\$55	\$59
<b>Water Heating</b>						
a. Natural Gas	\$5	\$6	\$8	\$10	\$13	\$22
b. Bottle Gas	\$15	\$20	\$26	\$33	\$41	\$44
c. Oil/Electric	\$10	\$13	\$18	\$22	\$27	\$30
d. Coal/Other	\$13	\$16	\$22	\$27	\$34	\$37
<b>Water</b>	\$13	\$13	\$17	\$28	\$39	\$50
<b>Sewer</b>	\$6	\$10	\$15	\$25	\$35	\$45
<b>Trash Collection</b>	\$28	\$28	\$28	\$28	\$28	\$28
<b>Range/Microwave</b>	\$3	\$3	\$3	\$4	\$4	\$5
<b>Refrigerator</b>	\$4	\$4	\$4	\$5	\$6	\$6

Actual Family Allowances: (To be used by the family to compute allowance Complete below for actual unit rented)

	Utility or Service	Per Month
Name of Family:	Heating	\$
	Air Conditioning	\$
	Cooking	\$
Address of Unit:	Other Electric	\$
	Water Heating	\$
	Water	\$
	Sewer	\$
Number of Bedrooms:	Trash Collection	\$
	Range	\$
	Refrigerator	\$
	(Discounts)	\$
	<b>Total</b>	\$

HUD-52667 (MODIFIED)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8  
 EXISTING HOUSING ALLOWANCE FOR TENANT FURNISHED UTILITIES AND  
 OTHER SERVICES

DATE:  
 12/1/2007

LOCALITY  
 Gary Housing Authority

Unit Type  
 Row, Garden, Townhouse, Duplex

Utility or Service	Monthly Dollar Allowance					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
<b>Heating</b>						
a. Natural Gas	\$20	\$28	\$37	\$46	\$56	\$65
b. Bottle Gas	\$68	\$90	\$123	\$153	\$185	\$215
c. Electric	\$35	\$47	\$64	\$80	\$97	\$112
d. Oil	\$63	\$84	\$114	\$142	\$172	\$200
<b>Air Conditioning</b>						
	\$5	\$7	\$9	\$11	\$13	\$15
<b>Cooking</b>						
a. Natural Gas	\$4	\$5	\$6	\$8	\$10	\$11
b. Bottle Gas	\$12	\$15	\$21	\$26	\$33	\$34
c. Oil/Electric	\$6	\$8	\$10	\$13	\$16	\$17
d. Coal/Other						
<b>Other Electric, Lighting, etc.</b>	\$21	\$27	\$36	\$44	\$55	\$59
<b>Water Heating</b>						
a. Natural Gas	\$5	\$6	\$8	\$10	\$13	\$22
b. Bottle Gas	\$15	\$20	\$26	\$33	\$41	\$44
c. Oil/Electric	\$10	\$13	\$18	\$22	\$27	\$30
d. Coal/Other	\$13	\$16	\$22	\$27	\$34	\$37
<b>Water</b>	\$13	\$13	\$17	\$28	\$39	\$50
<b>Sewer</b>	\$6	\$10	\$15	\$25	\$35	\$45
<b>Trash Collection</b>	\$28	\$28	\$28	\$28	\$28	\$28
<b>Range/Microwave</b>	\$3	\$3	\$3	\$4	\$4	\$5
<b>Refrigerator</b>	\$4	\$4	\$4	\$5	\$6	\$6

Actual Family Allowances: (To be used by the family to compute allowance Complete below for actual unit rented)

	Utility or Service	Per Month
Name of Family:	Heating	\$
	Air Conditioning	\$
	Cooking	\$
Address of Unit:	Other Electric	\$
	Water Heating	\$
	Water	\$
	Sewer	\$
Number of Bedrooms:	Trash Collection	\$
	Range	\$
	Refrigerator	\$
	(Discounts)	\$
	<b>Total</b>	\$

HUD-52667 (MODIFIED)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8  
 EXISTING HOUSING ALLOWANCE FOR TENANT FURNISHED UTILITIES AND  
 OTHER SERVICES

DATE:  
 12/1/2007

LOCALITY  
 Gary Housing Authority

Unit Type  
 Hi-rise with elevator

Monthly Dollar Allowance

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
<b>Heating</b>						
a. Natural Gas	\$21	\$24	\$29	\$35	\$40	\$49
b. Bottle Gas						
c. Electric	\$35	\$40	\$48	\$60	\$74	\$86
d. Coal/Other						
<b>Air Conditioning</b>						
	\$5	\$6	\$8	\$10	\$12	\$13
<b>Cooking</b>						
a. Natural Gas	\$4	\$5	\$6	\$8	\$10	\$11
b. Bottle Gas						
c. Oil/Electric	\$6	\$8	\$10	\$13	\$16	\$17
d. Coal/Other						
<b>Other Electric, Lighting, etc.</b>						
	\$21	\$27	\$36	\$44	\$55	\$59
<b>Water Heating</b>						
a. Natural Gas	\$5	\$6	\$8	\$10	\$13	\$22
b. Bottle Gas						
c. Oil/Electric	\$10	\$13	\$18	\$22	\$27	\$30
d. Coal/Other						
<b>Water</b>						
	\$13	\$13	\$17	\$28	\$39	\$50
<b>Sewer</b>						
	\$6	\$10	\$15	\$25	\$35	\$45
<b>Trash Collection</b>						
	\$28	\$28	\$28	\$28	\$28	\$28
<b>Range/Microwave</b>						
	\$3	\$3	\$3	\$4	\$4	\$5
<b>Refrigerator</b>						
	\$4	\$4	\$4	\$5	\$6	\$6

Actual Family Allowances: (To be used by the family to compute allowance Complete below for actual unit rented)

	Utility or Service	Per Month
Name of Family:	Heating	\$
	Air Conditioning	\$
	Cooking	\$
Address of Unit:	Other Electric	\$
	Water Heating	\$
	Water	\$
	Sewer	\$
Number of Bedrooms:	Trash Collection	\$
	Range	\$
	Refrigerator	\$
	(Discounts)	\$
	Total	\$

# **ATTACHMENT X**

## **Utility Rates**

**GHA UTILITIES RATES**

3RM - ROWHOUSE MIDDLE 11-3	Gas Multiplier - This is the number to multiply the difference in meter readings to get quantity on which billing amount is calculated	Gas Rate - Gas billing rate per 100 cubic feet times gas multiplier	Electric Multiplier - This is the number to multiply the difference in meter readings to get quantity on which billing amount is calculated	Electric Rate - Electric billing rate per kwh times gas multiplier.	Month	Gas bedroom 0	Gas bedroom 1	Gas bedroom 2	Gas bedroom 3	Gas bedroom 4	Gas bedroom 5	Gas bedroom 6	Electric bedroom 0	Electric bedroom 1	Electric bedroom 2	Electric bedroom 3	Electric bedroom 4	Electric bedroom 5	Electric bedroom 6
					JANUARY		62							210					
					FEBRUARY		54							208					
					MARCH		48							207					
					APRIL		33							204					
					MAY		23							201					
					JUNE		16							200					
					JULY		15							200					
					AUGUST		16							200					
					SEPTEMBER		18							200					
					OCTOBER		29							203					
					NOVEMBER		42							205					
					DECEMBER		56							208					

**GHA UTILITIES RATES**

<b>GE2 - GAS &amp; ELECTRIC 2-STORY</b>	<b>Gas Multiplier - This is the number to multiply the difference in meter readings to get quantity on which billing amount is calculated</b>	<b>Gas Rate - Gas billing rate per 100 cubic feet times gas multiplier</b>	<b>Electric Multiplier - This is the number to multiply the difference in meter readings to get quantity on which billing amount is calculated</b>	<b>Electric Rate - Electric billing rate per kwh times gas multiplier.</b>	<b>Month</b>	<b>Gas bedroom 0</b>	<b>Gas bedroom 1</b>	<b>Gas bedroom 2</b>	<b>Gas bedroom 3</b>	<b>Gas bedroom 4</b>	<b>Gas bedroom 5</b>	<b>Gas bedroom 6</b>	<b>Electric bedroom 0</b>	<b>Electric bedroom 1</b>	<b>Electric bedroom 2</b>	<b>Electric bedroom 3</b>	<b>Electric bedroom 4</b>	<b>Electric bedroom 5</b>	<b>Electric bedroom 6</b>
	1.0000	0.44000	1.0000	0.09000															
					JANUARY	177	177	226	271	317	364	0	455	455	653	772	931		
					FEBRUARY	153	153	195	234	274	314	0	455	455	653	772	931		
					MARCH	129	129	164	198	231	265	0	455	455	653	772	931		
					APRIL	84	84	107	129	151	173	0	304	304	436	515	620		
					MAY	48	48	62	74	87	99	0	304	304	436	515	620		
					JUNE	27	27	34	41	48	55	0	304	304	436	515	620		
					JULY	19	19	25	30	35	40	0	248	248	356	421	508		
					AUGUST	19	19	25	30	35	40	0	248	248	356	421	508		
					SEPTEMBER	31	31	39	47	55	63	0	248	248	356	421	508		
					OCTOBER	64	64	82	99	115	132	0	372	372	535	632	721		
					NOVEMBER	116	116	148	178	208	239	0	372	372	535	632	721		
					DECEMBER	165	165	210	253	296	339	0	372	372	535	632	721		







**ATTACHMENT Y**  
**Capitalization Policy**

Capitalization Policy –  
Finance Department of the Gary Housing Authority  
(Effective April 1, 2007)

The Finance Department of the Gary Housing Authority adopts the following capitalization policy for the purpose of determining, distinguishing and recording materials and non-expendable equipment and personal property purchased or acquired in connection with the development, management and maintenance of public housing developments owned by this Authority.

- A. If the initial cost of a piece of equipment and/or personal property is Five Hundred Dollars (\$500) or more, and the anticipated life or useful value of said equipment or property is more than One (1) year, then the same shall be capitalized and recorded as non-expendable equipment and charged as a capital expenditure.
- B. If the initial cost of the piece of equipment and/or personal property is less than Five Hundred Dollars (\$500) or the useful life is less than One (1) year regardless of the cost, then the same shall be treated and recorded as materials or inventory and charged to maintenance, administration or tenant service expense.
- C. The Executive Director, or the Executive Director's designee is authorized and directed to determine whether each piece of equipment and/or personal property that is acquired by the Gary Housing Authority in connection with the development, management and maintenance of the properties owned or operated by the Gary Housing Authority, shall be classified as material or non-expendable, as defined in the preceding sections. The Executive Director is further directed to ensure that the determination is documented in the appropriate records of the Gary Housing Authority and retained for the information and guidance of its personnel and for audit purposes.

This policy adheres to the standards set by the Annual Contribution Contract.

**ATTACHMENT Z**  
**Cash Overage &**  
**Shortage Policy**

**Cash Over/Short Policy –  
Finance Department of the Gary Housing Authority  
(Effective April 1, 2007)**

The Finance Department of the Gary Housing Authority adopts the following cash over and short policy for the purpose of recognizing that transaction accuracy is essential for maintaining the integrity of the agency and its financial records. All employees must perform their duties and obligations responsibly, honestly, and accurately. Compliance with these procedures is required of every agency employee that handles, disburses or manages funds of the Gary Housing Authority. The managers of all developments which receive rents payments and the Finance Director will be responsible for ensuring compliance and have full authority to interpret and enforce these procedures.

A cash over/short occurrence is defined as any amount of \$1 or greater (either over or short). However, repeated over or short situations of less than \$1 over a 3-month period will be cause for disciplinary action by the manager/supervisor and/or Finance Director.

The level of disciplinary action taken varies by number of occurrences and their frequency. The Gary Housing Authority will follow a sequential set of steps in order to deal with cash over and short situations. An over/short amount of \$10 or more will count as two occurrences and the employee will be dealt with accordingly.

1<sup>st</sup> occurrence: A verbal warning will be given to the employee by the manager/supervisor.

2<sup>nd</sup> occurrence within 30 days of the 1<sup>st</sup>: Employee will be reprimanded in writing by the manager/supervisor. If a 3<sup>rd</sup> occurs within six months, there will be a written reprimand, suspension, and possible termination depending on the dollar amount of each occurrence.

2<sup>nd</sup> occurrence within 90 days of the 1<sup>st</sup>: Employee will be given a verbal warning by manager/supervisor. If a 3<sup>rd</sup> occurs within six months, the procedures will be the same as above.

2<sup>nd</sup> occurrence within 6 months of the 1<sup>st</sup>: A verbal warning will be given by the manager/supervisor to the employee. No other disciplinary action will be taken unless the problem persists.

The manager/supervisor and/or Finance Director will be responsible for enforcing compliance with these procedures. A cash over and short log will be kept on file in order to record occurrences. This will allow the manager/supervisor and the Finance Director to monitor each employee's accuracy level. In addition, a copy of the out-of-balance checklist will be placed in the employee's personnel file. The manager/supervisor reserves the right to require an employee to complete additional staff training in order to reduce cash over and short occurrences.

This policy adheres to the standards set by the Annual Contribution Contract.

**ATTACHMENT AA**  
**Check Authorization**  
**Policy**

Check Signing and Authorization Policy –  
Finance Department of the Gary Housing Authority  
(Effective April 1, 2007)

The Finance Department of the Gary Housing Authority hereby establishes a policy that identifies those people who are authorized to sign and issue checks on its behalf. The purpose of this policy is to update instructions to depositories so that there is a clear understanding regarding this important matter. It also is necessary to implement appropriate internal controls over our financial matters.

- A. The following policy for issuing and signing checks and/or the transfer of funds of the Gary Housing Authority shall be established:
  - 1. All checks shall bear two signatures, one of which must be the Chairman of the Board of Commissioners of the Gary Housing Authority.
  - 2. The second signature must be that of the Executive Director of the Gary Housing Authority.
- B. The positions authorized to transfer funds shall be individually bonded in the amount of \$50,000 each, plus there shall be a blanket bond of \$1,000,000 aggregate and \$25,000 each claim.
- C. The supporting data for each check shall be available for the signor to review at the time of signing.
- D. The Gary Housing Authority may establish procedures for automated signatures.
- E. A copy of this policy shall be forwarded to all designated depositories of the Authority.
- F. This policy rescinds all previous authorization policies and shall become effective upon its adoption.

The Procedures for the Use of Automated Signatures require:

- A. That the instruments used for the simulated signatures of the authorized signatures must be kept in a locked, fire-proof mechanism for safe keeping between uses.
- B. No more than two sets of the simulated signature mechanisms can be purchased for authorized signers, unless a set is purchased to retire or replace a current set. All replaced sets of simulated signature mechanisms must be properly discarded.
- C. The use of Automated Signatures are limited to the Accounts Payable Coordinator, Payroll Coordinator, Issuer of Section 8 checks, and the Executive Director, unless

written authorization is given by the Executive Director and the Board of Commissioner to an expressed person for a specified period of time, to use an existing simulated signature mechanism.

- D. A log documenting the date and purpose of the use of the simulated signature mechanism should be kept by the Finance Director. The Finance Director must approve the use of the simulated signature mechanism for each use, which is to be recorded in the log.
- E. All checks in excess of \$5,000 must be reviewed and approved by the Executive Director, prior to the use of the simulated signature mechanism. Checks written in an amount of \$100,000 and/or more must be hand signed by the Executive Director and the Chairman of the Board Commissioner; thus the use of the simulated signature mechanism can not be used.

This policy adheres to the standards set by the Annual Contribution Contract.

**ATTACHMENT BB**  
**Collection/Losses**  
**Charge-off Policy**

Collection Policy –  
Finance Department of the Gary Housing Authority  
(Effective April 1, 2007)

Rent is due on (or before) the first and by the fifth of the month. If it becomes necessary to use the services of an attorney when a resident is delinquent with his or her carrying charges, court costs and attorney's fees are added to amount owed as provided in the Lease Agreement of this Handbook.

If any check is returned from the bank for insufficient funds, payment stopped, or any other reason, it will be returned to the maker and will have to be replaced with a certified check or money order. There will be a \$25 charge for any returned check, along with the accrual of late charge(s).

Any resident who has given the Housing Authority two checks which "bounce" within a 12 month period will not be allowed to pay by personal check for a minimum of six months.

For non-payment, 14-day Quit Notices will be issued on the day after the late charge is applied.

Quit Notices that remain unpaid as of their 14-day expiration will be filed with the attorney's office. At this point, the resident will owe all legal fees incurred (regardless of whether he or she appears in court).

A resident whose payment record indicates persistent delinquency will be reviewed by the Executive Director or designee to determine if his or her Lease Agreement should be renewed at its anniversary time.

**IT IS A MATERIAL VIOLATION OR DEFAULT OF THIS LEASING AGREEMENT IF RENTAL PAYMENTS ARE REPEATEDLY DELINQUENT. REPEATEDLY DELINQUENT IS DEFINED AS RENTAL PAYMENTS MADE AFTER THE 5 DAY GRACE PERIOD OR PAYMENTS MADE AFTER THE 5TH DAY 2 CONSECUTIVE MONTHS AT ANY TIME OR FOUR TIMES IN ANY 12 MONTH PERIOD.**

This policy adheres to the standards set by the Annual Contribution Contract.

**ATTACHMENT CC**  
**Disposition Policy**

## Disposition Policy – Finance Department of the Gary Housing Authority

The Finance Department of the Gary Housing Authority adopts the following asset disposition policy for the purpose whereby personal property not needed by the Gary Housing Authority (surplus or excess personal property) or worn out (obsolete personal property) is disposed of by sale, destruction, abandonment, or exchange.

### **General Policy**

The Executive Director of the Gary Housing Authority and/or the Contracting Officer designated by the Executive Director is responsible for ascertaining the fair market value and classifying the personal property of the Gary Housing Authority as surplus/excess personal property. All items of personal property owned by the Gary Housing Authority with an estimated fair market value of \$1,000.00 or greater must be declared surplus/excess to the needs of the Gary Housing Authority by resolution of the Board of Commissioners. Personal property of the Gary Housing Authority deemed irreparable, obsolete and/or having no fair market value can be disposed by the Gary Housing Authority at a cost to the agency of disposal expenditures. When approved for disposition, a copy of the resolution with the item and serial number will be sent to the finance department to remove the item from inventory, a copy of the resolution shall also be sent to the department that will arrange for the disposition of the asset. If the personal property is less than \$1,000.00, the Executive Director and/or the Contracting Officer designated by the Executive Director may approve disposition of the item. Every effort shall be made to insure a fair return and in no event shall excess/surplus personal property of the Gary Housing Authority be disposed of at less than its fair market value.

### **Determination of Disposition of Personal Property**

A preliminary determination that an item of Gary Housing Authority personal property is worn out, obsolete or not required for the Gary Housing Authority's operations shall be made by the Executive Director and/or the Contracting Officer designated by the Executive Director on personal property with an estimated value of \$1,000.00 or more, who shall forward such determination to the Board of Commissioners. This determination shall classify the item by serial number and type as:

1. without value, to be discarded as obsolete.
2. With salvage value, to be stripped of usable parts before discarding.
3. With value, to be sold or used as a trade-in on a new item.

## Regulations

1. If the item is determined to be without value or having salvage value only, it shall be stripped of any usable parts and the remainder discarded in accordance with all applicable state and local regulations and/or codes.
2. If the item shall be determined to have a sale or trade-in value with estimated fair market value of \$1,000.00 or more, it shall be disposed of as follows:
  - A. Upon declaration by resolution from the Board of Commissioners as excess/surplus personal property of the Gary Housing Authority the Executive Director and/or the Contracting Officer designated by the Executive Director shall make such disposition after the solicitation of bids by mailing invitations to known sources.
  - B. Excess personal property may be sold to a public body for public use by negotiation, provided that the sale of the property is for not less than its fair market value and further provided that such sale has the prior approval of the Executive Director. Also, the Executive Director and/or the Contracting Officer designated by the Executive Director can conduct such informal inquiry of potential purchasers as he/she considers necessary to insure a fair return to the Gary Housing Authority.
3. If the estimated fair market value is less \$1,000.00, then the Executive Director and/or the Contracting Officer designated by the Executive Director shall complete such disposition using one of the following methods or a combination of such methods, provided this disposition has the prior approval of the Executive Director:
  - i. Inquiring in person or by telephone of potential purchasers;
  - ii. Mailing invitations to bid to potential purchasers;
  - iii. Posting a notice in a public place;
  - iv. Advertising in a newspaper of general circulation in the locality;
  - v. Public auction; or
  - vi. Trade-in on a new item to be purchased.

**Bids shall be solicited from at least three sources, if that many are available.**

4. No property shall be sold or donated to an employee/commissioner or relative of an employee/commissioner of the Gary Housing Authority.

## **Documentation**

The award of a contract for the sale of excess/surplus personal property or the abandonment or donation shall be fully and completely documented. Such documentation shall include the following where applicable:

- 1 A full and detailed description of the property including Gary Housing Authority inventory designation, if any
- 2 Tabulation of bids invited and received
- 3 Copy of the newspaper ad
- 4 Copy of reference to the Resolution of the Board of Commissioners
- 5 Contract executed by the Chairman or Vice-Chairman and the Secretary
- 6 Statement of Abandonment

The abandonment, donation, sale or salvage of all Gary Housing Authority personal property shall be documented appropriately.

This policy adheres to the standards set by the Annual Contribution Contract.

**ATTACHMENT DD**  
**Investments Policy**

Investment Policy –  
Finance Department of the Gary Housing Authority  
(Effective April 1, 2007)

The Annual Contributions Contract (ACC) requires that excess monies on deposit be invested in securities approved by HUD. The average amount on deposit in the General Funds account should not be more than the average of one month's routine operating expenses and will be considered necessary for the Housing Authority's daily operations. Monies on deposit in excess of those monies necessary for the daily operations of the Housing Authority shall be considered available for investment. Substantial additional income may be realized from the prudent and timely investment of Housing Authority funds not required for daily operations. The objective of this Investment Policy is to maximize the return on all Gary Housing Authority reserves by investing the maximum amount of money in prudent investment vehicles.

The Executive Director is hereby designated the administrator of all of the Gary Housing Authority's funds and will be responsible for their timely and appropriate investment. The Executive Director has sole control over the termination and redemption of investments. Therefore, the Executive Director shall review records of funds on hand, estimate expenditures and receipts every 90 days in order to determine and direct the investment of excess funds. However, a full disclosure of the purpose for redemption of investments must be given to the Board of Commissioners at the next regularly scheduled board meeting after a decision to redeem has been enacted.

The Housing Authority shall at all times have a current General Depository Agreement executed with any institution in which funds are held. Immediately upon the execution on any Depository Agreement, the Housing Authority will furnish to HUD such executed or conformed copies thereof as HUD may require. A Depository Agreement will not be terminated except after 30 days notice to HUD as required by the ACC. The Housing Authority shall require its depositories to continuously and fully secure all Housing Authority deposits, including time and savings in excess of the amount insured under federal or state plans by the deposit or setting aside of collateral of the type and in the manner as is prescribed by state law for the security of public funds. Such collateral shall at all times be of a market value at least equal to the amount of deposits so secured.

An investment register shall be maintained to record the purchase and sale of investment securities. A separate record shall be maintained for each fund account. At a minimum, the record shall contain the following:

- A. A complete description of the securities purchased
- B. The date of purchase
- C. The purchase price
- D. The interest rate
- E. The amount of periodic increment of value of Certificates of Deposit, if applicable

- F. The date of sale
- G. Source of funds invested

Interest earned shall be accrued as earned and credited to the account when received.

On an annual basis, as part of the budget preparation process, the Gary Housing Authority shall develop and investment strategy for all agency funds that are not needed immediately. This strategy shall be presented to the Board of Commissioners for their approval along with the budget.

The investment process will be accomplished through financial representatives at designated financial institutions. All funds in excess of those monies necessary for the daily operations of the Housing Authority will be invested solely in securities of the type approved by the US Department of Housing and Urban Development. Currently, these investments may include:

- A. US Treasury Bills
- B. US Treasury Notes and Bonds
- C. Obligations of Federal Government Agencies
- D. Securities of Government Sponsored Agencies
- E. Insured Money Market Deposit Accounts
- F. Municipal Depository Fund
- G. Super NOW Accounts
- H. Certificates of Deposit
- I. Repurchase Agreements
- J. Sweep Accounts (Sweep accounts must be collateralized with federally approved securities)
- K. Mutual Fund that meet the HUD criteria

This policy adheres to the standards set by the Annual Contribution Contract.

*Note: This policy does not apply to the Gary Housing Authority's retirement plan funds that are required to be covered by the retirement plan.*

**ATTACHMENT EE**  
**Petty Cash Policy**

Petty Cash Policy –  
Finance Department of the Gary Housing Authority  
(Effective April 1, 2006)

The Finance Department of the Gary Housing Authority does not have petty cash on hand.

**ATTACHMENT FF**  
**Cash Management/  
Internal Procedures**

## Cash Management/Internal Procedures – Finance Department of the Gary Housing Authority

The objective of the Finance Department is to maintain effective controls of all Federal and Non Federal funds, property, and other assets.

- Long term and short term cash requirements are analyzed to ensure that funds are available to pay expenses as they come due.
- Receipts are identified by source to determine acceptable uses.
- Rental receipts and miscellaneous cash are deposited in a timely manner.
- Deposits awaiting transmittal to the bank are kept in a fire proof vault overnight.
- Capital Fund receipts are expended within the required 72 hours.
- Appropriate documentation supports Accounts Payable, Payroll and Section 8 checks.
- Bank accounts are reconciled monthly.
- An Audit is conducted each year.

**ATTACHMENT GG**  
**Cost Allocation Plan**

# **GARY HOUSING AUTHORITY**

## **Cost Allocation Plan**

*(For fiscal year ended March 31, 2006)*

# GARY HOUSING AUTHORITY COST ALLOCATION PLAN

## Purpose/General Statements

The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures that GHA will use to allocate costs to various programs, grants, contracts and agreements.

OMB Circular A-87, "State/Local-Wide Central Service Cost Allocation Plans," establishes the principles for determining costs of grants, contracts and other agreements with the Federal Government. The Gary Housing Authority's Cost Allocation Plan is based on the Direct Allocation method. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses.

Direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, in accordance with the cost principles, will be allocated to benefiting programs by Gary Housing Authority.

## General Approach

The general approach of the Gary Housing Authority in allocating costs to particular grants and contracts is as follows:

- A. All allowable direct costs are charged directly to programs, grants, activity, etc.
- B. Allowable direct costs that can be identified to more than one program are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
- C. All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

## ALLOCATION OF COSTS

The following information summarizes the procedures that will be used by Gary Housing Authority beginning January 1, 2006 (*all costs are based on the 2005-2006 FFY Budget*):

- A. **Compensation for Personal Services** - Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done. Costs that benefit more than one program will be allocated to those programs **based on the ratio of the total number of employees to the number of employees for each program** (see Method 1).
1. Fringe benefits (FICA, UC, and Worker's Compensation) are allocated in the same manner as salaries and wages. Health insurance, dental insurance, life & disability and other fringe benefits are also allocated in the same manner as salaries and wages.
  2. Vacation, holiday, and sick pay are allocated in the same manner as salaries and wages.
- B. **Travel Costs** - Allocated based on purpose of travel. All travel costs (local and out-of-town) are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated to those programs **based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program** (see Method 2).
- C. **Professional Services Costs (such as consultants, accounting and auditing services)** - Allocated to the program benefiting from the service. All professional service costs are charged directly to the program for which the service was incurred. Costs that benefit more than one program will be allocated to those programs **based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program** (see Method 2).
- D. **Office Expense and Supplies (including office supplies and postage)** - Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent possible. Costs that benefit more than one program will be allocated to those programs **based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program** (see Method 2).
- E. **Equipment** - Gary Housing Authority depreciates equipment when the initial acquisition cost exceeds \$2,500. Items below \$2,500 are reflected in the supplies category and expensed in the current year. Unless allowed by the awarding agency, equipment purchases are recovered through depreciation. Depreciation costs for allowable equipment used solely by one program are charged directly to the program using the equipment. If more than one program uses the equipment, then an allocation of the depreciation costs will be **based on the ratio of the total Budgeted**

**Operating Expenses to the total of such budgeted expenses per program** (see Method 2).

- F. **Printing (including supplies, maintenance and repair)** - Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated **based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program** (see Method 2).
- G. **Insurance** - Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated **based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program** (see Method 2). However, automobile insurance will be allocated **based on the ratio of the total number of Agency vehicles to the total of number of vehicles per Fund** (see Method 3).
- H. **Telephone/Communications** - Long distance and local calls are charged to programs if readily identifiable. Other telephone or communications expenses that benefit more than one program will be allocated to those programs **based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program** (see Method 2).
- I. **Facilities Expenses** - Allocated based upon usable square footage. The **ratio of total square footage of administrative office space used to total square footage per Fund** calculated [(these costs include things such as utilities, janitorial supplies, etc) see Method 4].
- J. **Training/Conferences/Seminars** – Allocated to the program benefiting from the training, conferences or seminars. Costs that benefit more than one program will be allocated to those programs **based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program** (see Method 2).
- K. **Other Costs (including dues, licenses, fees, etc.)** - Other joint costs will be allocated on a basis determined to be appropriate to the particular costs. (*Grantee should describe methodology for applicable costs*).
- L. **Unallowable Costs** – Costs that are unallowable in accordance with OMB Circular A-87, including alcoholic beverages, bad debts, advertising (other than help-wanted ads), contributions, entertainment, fines and penalties. Lobbying and fundraising costs are unallowable, however, are treated as direct costs and allocated their share of general and administrative expenses.

## Methods of Allocation

### Method 1

*Amount to be Allocated = \$220,000*

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of the total number of employees to the number of employees for each program (if the fund does not have a dedicated number of employees, then the ratio based on Method 2 (see below) will be used as follows:

Fund	Total Number of Employees	Budgeted Operating Expenses	Percent of Allocation <sup>1</sup>	Percent of Allocation <sup>2</sup>	Amount of Allocated
Low Rent – Fund 100 <sup>1</sup>	177	10,953,892	93%	92%	\$ 204,766
Section 8 Voucher – Fund 840 <sup>1</sup>	13	792,058	7%	7%	15,053
Section 8 New Construction - Fund 836 <sup>2</sup>	-	18,331	0%	0%	340
Section 8 Modernization Rehab 817 <sup>2</sup>	-	71,043	0%	1%	1,316
Section 8 Modernization Rehab 818 <sup>2</sup>	-	39,115	0%	0%	725
<b>Total</b>	<b>190</b>	<b>\$11,874,439</b>	<b>100%</b>	<b>100%</b>	<b>\$ 222,200</b>

### Method 2

*Amount to be Allocated = \$354,000*

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of the total Budgeted Operating Expenses to the total of such budgeted expenses per program, as follows:

Fund	Budgeted Operating Expenses	Percent of Allocation	Amount of Allocated
Low Rent – Fund 100	10,953,892	92%	\$18,033
Section 8 Voucher – Fund 840	18,331	0%	25,246
Section 8 New Construction - Fund 836	792,058	7%	133,443
Section 8 Modernization Rehab 817	71,043	1%	43,279
Section 8 Modernization Rehab 818	39,115	0%	43,279
<b>Total</b>	<b>\$11,874,439</b>	<b>100%</b>	<b>\$220,000</b>

### Method 3

*Amount to be Allocated = \$195,000*

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of the total number of Agency vehicles to the number of vehicles for each program (if the Fund does not have a dedicated number of vehicles, then the ratio based on Method 2 (see below) will be used as follows:

<b>Fund</b>	<b>Total Number of Vehicles</b>	<b>Budgeted Operating Expenses</b>	<b>Percent of Allocation <sup>1</sup></b>	<b>Percent of Allocation <sup>2</sup></b>	<b>Amount of Allocated</b>
Low Rent – Fund 100 <sup>1</sup>	64	10,953,892	96%	92%	\$ 184,159
Section 8 Voucher – Fund 840 <sup>1</sup>	3	792,058	4%	7%	8,731
Section 8 New Construction - Fund 836 <sup>2</sup>	-	18,331	0%	0%	301
Section 8 Modernization Rehab 817 <sup>2</sup>	-	71,043	0%	1%	1,167
Section 8 Modernization Rehab 818 <sup>2</sup>	-	39,115	0%	0%	642
<b>Total</b>	<b>67</b>	<b>\$11,874,439</b>	<b>100%</b>	<b>100%</b>	<b>\$ 195,000</b>

*1 = Method 1 with rounding adjustments*

*2 = Method 2*

### Method 4

*Facilities Expense Amount = \$750,000*

Facilities costs are allocated based on the ratio of total square footage of administrative office space used to total square footage per Fund office space. The calculation is as follows:

<b>Fund</b>	<b>Total Office Square Footage</b>	<b>Budgeted Operating Expenses</b>	<b>Percent of Allocation <sup>1</sup></b>	<b>Percent of Allocation <sup>2</sup></b>	<b>Amount of Allocated</b>
Low Rent – Fund 100 <sup>3</sup>	6,733	\$10,953,892	77%	92%	\$ 568,077
Section 8 Voucher – Fund 840 <sup>3</sup>	2,031	792,058	23%	7%	173,808
Section 8 New Construction - Fund 836 <sup>2</sup>	-	18,331	0%	0%	1,158
Section 8 Modernization Rehab 817 <sup>2</sup>	-	71,043	0%	1%	4,487
Section 8 Modernization Rehab 818 <sup>2</sup>	-	39,115	0%	0%	2,471
<b>Total</b>	<b>8,764</b>	<b>\$11,874,439</b>	<b>100%</b>	<b>100%</b>	<b>\$ 750,000</b>

*3 = Method 4 with rounding adjustments*

*2 = Method 2*

**ATTACHMENT HH**  
**Section 3 Policy**

## Section 3 Policy – Finance Department of the Gary Housing Authority

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low and very low income persons, particularly those who are recipients of government assistance for housing.

Pursuant to this policy, Gary Housing Authority requires its contractors to submit documentation either outlining their plan or their agreement to provide economic opportunities to:

- Low and very low income persons who live in the Lake County area
- Public housing residents

Employment goals are based on new hires, which are defined as full-time employees for permanent, temporary or seasonal employment opportunities. Contractors are encouraged to provide long-term employment to at least 30 percent of the permanent, full-time employees hired.

This policy adheres to the standards set by the Annual Contribution Contract.

**ATTACHMENT I I**  
**Procurement Procedures and**  
**Practices Manual/Plan**

**GARY HOUSING AUTHORITY  
FY09 PROCUREMENT PLAN**

Task Assigned	Issue Task to A & E	MOU	Design Development	Construction Documents	Prepare RFP	Bids Due	Bid Review	Submit to BOC	Submit to Contract to HUD	Notice to Proceed
Stoves & Refrigerators - Glen Park 11-07					02/01/08	03/03/08	03/07/08	03/13/08	03/17/08	04/07/08
Stoves & Refrigerators - Al Thomas 11-10					03/03/08	04/04/08	04/18/08	05/08/08	05/12/08	06/02/08
RFP A & E Firm					04/01/08	04/30/08	05/02/08	05/08/08	05/12/08	06/02/08
RFP Fire Damaged Units	11/06/07	12/07/08	02/08/08	04/11/08	04/25/08	06/06/08	06/20/08	07/10/08	07/14/08	08/04/08
RFP Fire Alarm - Genesis Towers 11-25	01/02/08	02/08/08	04/04/08	06/06/08	06/20/08	07/25/08	08/08/08	08/14/08	08/18/08	09/08/08
RFP Painting - Al Thomas 11-10	02/01/08	03/07/08	04/25/08	06/27/08	07/11/08	08/15/08	08/29/08	09/11/08	09/15/08	07/06/08
RFP Audit FY09					08/08/08	09/12/08	09/26/08	10/09/08	10/13/08	11/03/08
RFP Interior Painting - Delancy East 11-01	03/03/08	04/04/08	06/05/08	08/01/08	08/15/08	09/19/08	10/02/08	10/09/08	10/13/08	11/03/08
RFP Tile Floors - Al Thomas 11-10	04/04/08	05/02/08	07/07/08	09/05/08	09/19/08	10/17/08	10/31/08	11/13/08	11/17/08	12/08/08
Stoves & Refrigerators - Concord 11-8, 11-15, 11-19, 11-23					10/17/08	11/21/08	12/03/08	12/11/08	12/15/08	01/09/09
RFP Low Water Pressure - Delancy East 11-01	06/06/08	07/11/08	09/12/08	11/14/08	12/05/08	01/09/09	01/30/09	02/12/09	02/16/09	03/09/09
RFP Roofs - Scattered Sites 11-9, 11-10, 11-20	08/04/08	09/08/08	11/14/08	01/16/09	01/30/09	03/06/09	03/20/09	04/09/09	04/13/09	05/04/09
RFP Painting - Multiple Sites	11/10/08	12/19/08	02/27/09	05/08/09	05/22/09	07/10/09	07/31/09	08/13/09	08/17/09	09/11/09
RFP Doors - Multiple Sites	01/09/09	02/20/09	05/01/09	07/02/09	07/17/09	08/21/09	09/04/09	09/10/09	09/14/09	10/05/09

**Issue Task to A & E - Meet with A & E Firm to discuss the task order.**

**Memo of Understanding - This phase includes site investigation; breakdown of cost; capital funds required; and identification of CFP grant year funding project.**

**Design Development - Project design is developed.**

**Construction Documents - Identification of project specification; scope of work; forms required to bid project; and installation process**

**Prepare RFP - Procurement department prepares RFP and advertisement**

**Bids Due - This phase generally requires prebid conference for construction projects and professional services.**

**Bid Review - Bids are reviewed by A & E firm; compared to cost estimates; forms and licenses are reviewed; and a recommendation is prepared for BOC.**

**Professional Services are reviewed by an appointed panel and recommendations are prepared for BOC.**

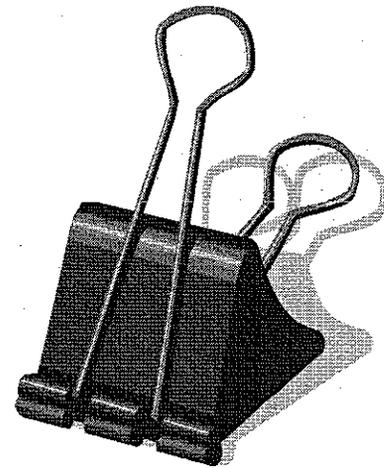
**Submit to BOC - Resolution is prepared to award contract.**

**Submit to HUD - Submit all documents to HUD for approval.**

**Notice to Proceed - Contract is signed and notice to proceed is issued.**

**ATTACHMENT JJ**  
**Procurement Policy**

# GARY HOUSING AUTHORITY PROCUREMENT POLICY (REVISION 11.1.07)



Alfreda Peterson, Executive Director  
November 1, 2007

## Gary Housing Authority – Procurement Policy (Revision 11.1.07)

### 1. GENERAL PROVISIONS OF THE POLICY

#### ***A. Purpose***

The purpose of this policy is to provide a procurement system of quality and integrity; to ensure fair and equitable treatment of all individuals or firms involved in procurement and contracts by the Gary Housing Authority (heretofore called the Agency or the Authority). This policy assures that the Authority procures supplies, equipment, services and construction effectively, efficiently and at the most favorable prices to the Gary Housing Authority. And finally, this document requires the Gary Housing Authority purchasing actions to be in full compliance with applicable Federal standards, HUD regulations, state laws, and local statutes by promoting competition in contracting and procurement, to the extent possible and in the best interests of the Gary Housing Authority.

#### ***B. Policy Modifications***

This policy and any subsequent modifications shall be submitted to the Board of Commissioners for approval. The Board of Commissioners appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that the procurement policy adopted is appropriate for the Gary Housing Authority and adhered to by all staff engaged in procurement activities.

### 2. APPLICATION OF THE POLICY

This statement of Procurement Policy applies to all contracts for the procurement of supplies, equipment, services, and construction entered into by the Gary Housing Authority. It shall apply to all expenditures of Federal funds by the Agency for public purchasing, irrespective of the source of funds, including contracts that do not involve an obligation of funds (such as concession contracts). Nothing in this policy, however, shall prevent the Agency from complying with terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with prevailing law.

The term 'procurement' as used in this policy includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment. The Board of Commissioners, Executive Director and the Gary Housing Authority expects that monies will be spent to purchase services and supplies in compliance with this policy.

Procurement information shall be a matter of public record to the extent provided by state law (*Public Release of Business Records Act*<sup>1</sup>) and shall be available to the public as provided by law.

## Gary Housing Authority – Procurement Policy (Revision 11.1.07)

### 3. PROCURMENT AUTHORITY AND ADMINISTRATION

#### ***A. Executive Director's and/or Contracting Officer's Responsibilities***

The Contract and Procurement Department is the coordinating and implementing office for this policy under the direct supervision of the Director of Finance, under the direction of the Gary Housing Authority Contracting Officer. The Contracting Officer shall administer all procurement transactions. The Contracting Officer shall be the Executive Director or any other individual so designated by the Executive Director. Any delegations of contracting authority must be documented in writing. The Contracting Officer shall ensure that the following occurs:

1. Procurement requirements are subject to annual planning process to assure efficient and economical purchasing;
2. Contracts and modifications are in writing and clearly specify the desired supplies, services and/or construction; are supported by sufficient documentation regarding the history of the procurement, including at a minimum, the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price; and that contracts and modifications are awarded only by the Gary Housing Authority's employees designated in writing as having such authority;
3. For formal procurements (contracts, \$75,000.00 and up) other than small purchases, public notice is given of each upcoming procurement, at least fifteen (15) business days before a solicitation is due, responses to such notice are honored to the maximum extent practical; a minimum of fifteen (15) business days is provided for preparation and submission of bids or proposals prior to advertisement and notice of contract awards are made available to the public;
4. Solicitation procedures are conducted in full compliance with Federal standards state in *24 CFR 85.36<sup>2</sup>*, or state and local laws that are more stringent, provided they are consistent with 24 CFR 85.36;
5. For all procurements \$75,000.00 and above, an independent cost estimate will be prepared before solicitation is issued and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements \$75,000.00 and over;
6. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the best value to the Gary Housing Authority, considering price, technical and other factors as specified in the solicitation (for contracts awarded based

## **Gary Housing Authority – Procurement Policy (Revision 11.1.07)**

on competitive proposals), unsuccessful firms are notified with 10 business days after contract award;

7. Work is inspected before payment, and payment is made promptly for contract work performed and accepted; and
8. The Gary Housing Authority complies with applicable HUD review requirements as provided in the operational procedures supplementing this statement.

### ***B. Board of Commissioners' Responsibilities***

The Board of Commissioners of the Gary Housing Authority authorized the Executive Director to approve all small purchase agreements and professional service contracts under \$75,000.00 without Board approval. The Board of Commissioners retains authority over the awarding of all contracts from \$75,000.00 and over.

### ***C. Contractors' Responsibilities***

Procurement shall be conducted only with responsible contractors, i.e. those who have the technical and financial competence to perform and who have a satisfactory record of integrity. The Authority shall review each proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the US General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other PHA's), and financial and technical resources. Contracts shall not be awarded to debarred, suspended and/or ineligible contractors.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reason for the determination.

### ***D. Suspension, Debarment and Ineligibility***

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred or determined ineligible by HUD in accordance with HUD regulations (*24 CFR Part 24<sup>3</sup>*) or by other Federal agencies when necessary to protect the Gary Housing Authority in its procurement activity.

### ***E. Qualified Bidders' Lists***

Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any pre-qualified lists of persons, firms, or products, which are used in the procurement of supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period.

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Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

### ***F. Competitive Specifications***

The Agency shall seek full and open competition in all of its procurement transactions. All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Gary Housing Authority's needs. Specifications shall be reviewed by the procurement department prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain more economical purchase.

For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

### ***G. Limitations on Competition***

The following specification limitations shall be avoided:

1. Geographic restrictions not mandated or encouraged by applicable Federal law (except for architect/engineer contracts, which may include geographic location as a selection factor if adequate competition is available);
2. Unnecessary bonding or experience requirements;
3. Brand name specifications (unless a written determination is made that only the identified item will satisfy the Authority's needs): and
4. Brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any state licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the Agency's computer needs and then allowing that same consultant to compete for the subsequent contract for the computers).

### ***H. Cooperative Purchasing***

The Gary Housing Authority may enter into state and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Gary Housing Authority may use Federal or state excess and surplus

## **Gary Housing Authority – Procurement Policy (Revision 11.1.07)**

property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Regardless of the type or dollar amount of the purchase that needs to be made, the Gary Housing Authority can utilize the *State of Indiana's Quantity Purchase Agreement (QPA)*<sup>4</sup> to purchase goods and/or services, where existing contracts with State agencies exist. QPAs are contracts established by the IDOA Procurement Division for repetitively purchased items, in which the vendor agrees to offer the quoted prices for the term of the contract. Purchases may be made from these contracts at any time. Because these items were solicited by the State, no further analysis is needed, unless the contract is at least one year old. In the case of QPA agreements that are older than one year, but still under contract, the Gary Housing Authority will obtain at least one other quote for the product/service as a basis of price analysis. As with the State's QPA policy, products/service bought under these contracts have no dollar threshold. However, the Board of Commissioners shall approve all purchases that exceed the Gary Housing Authority small purchase threshold of \$74,999.99, regardless of the item procured. Utilization of QPA contracts require that the Gary Housing Authority obtain a printed copy of the State's QPA agreement with the vendor(s), verify that the item and/or service sought is contained within the agreement with the state. A list of QPA contracts is provided on the Internet at [www.IN.gov/idoa/proc/resources.html](http://www.IN.gov/idoa/proc/resources.html).

### ***I. Resident-Owned Business***

The Gary Housing Authority may utilize the Alternate Procurement method specified in *24 CFR Part 963*<sup>5</sup> to grant contracts exclusively to resident-owned businesses. Under this alternate procurement method, the contract shall not exceed \$1 million. The resident-owned business must be owned by at least 51 percent (51%) or more of public housing residents. Second, the management and daily business operations must be controlled by one or more public housing residents.

A resident-owned business is not eligible to participate, if it has received one or more contracts with a combined dollar value of \$1 million under the alternative procurement method, historically.

The contract award shall be made to the responsible firm (either Section 3 or non-Section 3) whose proposal is determined most advantageous, considering price and all other factors.

## **4. PROCUREMENT METHODS**

### ***A. Small Purchase Procedures***

Gary Housing Authority will directly purchase the required items utilizing one of the following procurement methods which shall be chosen based on the nature and anticipated contract value of the total requirement.

1. General – Any contract not exceeding \$75,000.00 (the simplified acquisition threshold) may be made in accordance with the small

## Gary Housing Authority – Procurement Policy (Revision 11.1.07)

purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with the Assistance to Small and Other Businesses section of this policy as described in 24 CFR 85.36(e)). The Gary Housing Authority uses the *City of Gary's Procurement Policy*<sup>6</sup>, Indiana's small purchase threshold as a basis for formulating its own policy, pursuant to the HUD Procurement Guidebook for Public and Indian Housing Agencies – 7460.8.

2. Small purchases of \$2,500.00 or less – For small purchases below \$2,500.00, one quotation can be solicited, if the price received is considered 'reasonable'. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order. Regardless of the type and/or dollar amount of the purchase that needs to be made, a QPA contract can be utilized pursuant to the above requirements for use.
3. Small purchase over \$2,500.00 and up to \$74,999.99 – For small purchases in excess of \$2,500.00 but not exceeding \$74,999.99, the Contracts and Procurement Department can utilize the IDOA's QPA contracts, issue blanket purchase orders or make inquiries in the open market from no fewer than three offerors. These quotes may be obtained orally, by telephone, by facsimile transmission or in writing, as allowed by state or local laws. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect/engineer contracts. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record (unless otherwise provided in state or local law).

Below are the requirements for establishing a blanket purchase order with a vendor (heretofore called 'covenant vendor') for the procurement and purchase of materials inventory and office inventory, used solely by the Gary Housing Authority departments.

- a. Gary Housing Authority, through its Contract and Procurement Department, will issue blanket purchase orders for those departments having frequent, relatively small, and/or emergency needs from a designated vendor, so long as the aggregate of the purchase does not exceed the established small purchase threshold, as presented in the Procurement Policy of the Gary Housing Authority. The blanket purchase order is an agreement with a covenant vendor that locks in a price for a particular item and/or a blanket discount over an assortment of items that are regularly purchased by the Gary

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Housing Authority from the covenant vendor for a period of time not to exceed one year

- b. A blanket purchase order can cover multiple items, if the prices for these items have been negotiated with the covenant vendor to include a discount that covers all items ordered by the Gary Housing Authority under the blanket agreement. Otherwise, the agreement can only cover a single item whose price has been negotiated to be economical and efficient to the needs of the Agency. In addition to the small purchase limit, no single item of supply can have an aggregate purchase amount to exceed \$2,500. No equipment items may be purchased on a blanket order. Total expenditures on a blanket purchase order must not exceed the total dollars encumbered on that order. Whereas, covenant vendors may be given different dollar thresholds based on the available amount of credit extended by their respective firms; no blanket purchase order issued by the Gary Housing Authority can exceed \$74,999.99 and/or the established small purchase threshold adopted by the Board of Commissioners of the Gary Housing Authority and included in the Procurement Policy of the Gary Housing Authority or whichever is the lesser dollar amount. All blanket purchase orders expire the earliest of one year (twelve months) and/or at the end of the fiscal period that the agreement was enacted. Absolutely no blanket purchase order can exceed a period of twelve months.
  - c. In order to qualify as a covenant vendor, an entity must accept Gary Housing Authority purchase orders; extend a credit limit equal to the amount of the blanket agreement requested (not to exceed \$74,999.99); and agree to all of the above terms of the blanket agreement. In establishing a covenant vendor, the Agency will exercise all of its procurement policies and practices to ensure that every opportunity is given to Section 3, Women/Minority-owned, and Resident-owned business entities.
4. For all purchases and contracts in the amount \$75,000.00 and over, either a QPA contract or a formal solicitation in the format of an Invitation for Bid (IFB) or Request for Proposal (RFP) is required. Outreach to qualified minority-owned and women-owned enterprises will be utilized whenever appropriate. Advertisement will be placed in an adequate number of publications.
  5. Purchases of professional services (e.g. construction, architectural/engineering services, legal, accounting, social service, etc.) within the Gary Housing Authority's grants and operating budgets may be approved by the Executive Director or his/her designee up to \$74,999.99 and/or the small purchase threshold as

## **Gary Housing Authority – Procurement Policy (Revision 11.1.07)**

allowable by the state law or which ever is the more stringent amount. These services may be solicited by a Request for Proposal (RFP) or Request for Qualifications (RFQ).

6. The Gary Housing Authority shall not enter into, execute or approve any agreement and/or contract for professional, management, fee accountants, legal or other services with any person or firm where the initial period or term of the contract is in excess of two years and any option, extension or renewal which makes the total length of the contract as modified exceed two years without the written approval of HUD. HUD may require prior approval unless exempted.

### ***B. Formal Procurement – Sealed Bids***

1. General. Purchases \$75,000.00 and over must be made in accordance with the Formal Procurement Policy authorized in this section or by QPA contract. Formal Procurement purchases will generally utilize the Sealed Bid or Competitive Proposal methods. QPA contracts exercised for purchases \$75,000.00 and over must be approved by the Board of Commissioners.
2. Conditions for Use. Contracts shall be awarded based on Competitive Sealed Bidding if the following conditions are present:
  - a. The cost of the materials/services are \$75,000.00 and over;
  - b. A complete, adequate, and realistic specification or purchase description is available;
  - c. Two or more responsible bidders are capable of competing effectively for the work; and
  - d. The procurement lends itself to a firm, fixed price contract, and the selection of the successful bidder can be made principally on the basis of price.

Competitive Sealed Bidding is the preferred method for construction procurement and procurement of commodities. Competitive Sealed Bidding should not be required for professional services contracts and architect/engineering services.

3. Solicitation and Receipt of Bids. An Invitation for Bids shall be issued to include specifications and all contractual terms and conditions applicable to the procurement including statement that award will be made to the lowest responsive and responsible bidder whose bid meets the requirements of the Invitation for Bids. The Invitation for Bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped, and shall

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be stored in a secure place until the public bid opening. A bidder may withdraw its bid at any time prior to bid opening.

4. Bid Opening and Award. Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. Bids shall be evaluated and awards made based only on the criteria stated in the invitation for bids. Award shall be made by written notice to the lowest responsive and responsible bidder as provided in the invitation for bids. Unsuccessful bidders shall be notified of results of the solicitation. Any or all bids may be rejected if there is a sound documented reason. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost analysis verifies the reasonableness of the price. If equal low bids are received from responsible bidders, award shall be made by a random selection method, unless otherwise provided in State or local law and stated in the Invitation for Bids.

5. Mistakes in Bids.

1. Correction or withdrawal of the erroneous bids may be permitted, where appropriate, before bid opening by written, telegraphic or facsimile notification, received in the Gary Housing Authority office designated in the invitation for bid one hour prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended.

A low bidder alleging a nonjudgmental mistake may be permitted to withdraw their bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

2. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted.
3. Bonds. In addition to the other requirements of this Policy, the following requirements apply:
  - a. For construction contracts \$75,000.00 and over, other than those specified in sections 2 and 3 below, contractors shall be required to submit the following,

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unless otherwise required by State or local laws or regulations:

1. A bid guarantee from each bidder equivalent to 5% of the bid price; and
  2. A performance bond for 100% of the contract price; and
  3. A payment bond for 100% of the contract price.
  4. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid.
- b. In the case of construction of conventional development projects funded pursuant to the US Housing Act of 1937, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
1. A bid guarantee from each bidder equivalent to 5% of the bid price; or
  2. Separate performance and payment bonds each for 50% or more of the contract price; or more of the contract price; or
  3. A 20% cash escrow; or
  4. A 25% irrevocable letter of credit.
- c. In case of construction under the Capital Funds Grant Program and/or the Comprehensive Grant Program funded pursuant to the US Housing Act of 1937, for any contract \$75,000.00 and over, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
1. A bid guarantee from each bidder equivalent to 5% of the bid price;
  2. One of the following:
    - i. A performance and payment bond for 100% of the contract price; or
    - ii. Separate performance and payment bonds, each for 50% or more of the contract price;

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- iii. A 20% cash escrow;
  - iv. A 25% irrevocable letter of credit.
6. Inadequate Surety. If the low bidder fails to produce acceptable assurance of completion:
1. The Gary Housing Authority shall consider the bid guarantee forfeited and notify the surety company.
  2. The amount to be recovered should equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted bid.
  3. The defaulting bid should not be rejected until after recovery.
7. Liens. To assure that no liens will be filed against any property (buildings, lot or grounds) owned by the Gary Housing Authority, each contractor and subcontractor of any tier shall provide a Stipulation Against Liens to the Gary Housing Authority.

### **C. Competitive Proposals**

1. Conditions for Use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluation technical proposals and where the Gary Housing Authority determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited to permit reasonable competition (normally, at least 3).
2. Solicitations. The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued.
3. Pre-Bid/Proposal Conference. After the solicitation is issued and before the deadline for submission, a pre-bid or pre-proposal conference with prospective contractors/consultants may be held to discuss the solicitation. Notice of any scheduled pre-bid/proposal conference shall be included in the solicitation. The pre-bid/proposal conference should be held at a time where bidders have enough time to revise their bid/proposal before the bid/proposal is opened.

Conference attendance would not be mandatory or a basis for rejecting a bid/proposal.

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4. Negotiations. Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.

The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements.

No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposal prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

5. Award. After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered are the most advantageous to the Gary Housing Authority.
6. Architect/Engineering Services. Architecture and engineering services \$75,000.00 and over may be obtained by either the competitive proposal method or qualifications-based selection procedures, unless State law mandates a specific method. Sealed bidding, however, shall not be used to obtain architecture/engineering services.

Under qualification-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services, even though architecture-engineering firms are potential sources.

### ***D. Noncompetitive Proposals***

1. Conditions for use. Procurements shall be conducted competitively to the maximum extent possible. Procurements by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

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- a. The item available only from a single source, based on a good faith review of available sources;
- b. An emergency exists that seriously threatens the public health, welfare, or safety; endangers property; or would otherwise cause serious injury to the Authority, as may arise by reason of flood, earthquake, epidemic, riot, equipment failure, or similar event.

In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;

- c. HUD authorizes the use of noncompetitive proposals; or
  - d. After solicitation of a number of sources, competition is determined inadequate (such as receiving only one bid in response to an Invitation for Bid).
  - e. It is necessary that the desired item manufactured by only one source be compatible and interchangeable with existing equipment.
2. Justification. Procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures.
  3. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis as described in section E below.

### **E. Cost and Price Analysis**

1. General. Some form of cost or price analysis shall be performed for all procurement actions, including contract modifications, using the procedures described in *HUD Handbook 2210.18<sup>7</sup>*. The degree of analysis shall depend on the facts surrounding the procurement. The method of analysis shall be determined by the principles outlined in section 2, below.
2. Independent Cost Estimate.  
General – A written independent cost estimate of all procurements must be made before soliciting bids or proposals.
  - a. The cost estimate is needed in order to determine the method of procurement that should be used (i.e. small purchase, sealed bid, etc).

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- b. The cost estimate is an in-house method of analyzing its needs and anticipating the type of work contractors will have to perform in order to do the job.
  - c. The cost estimate is confidential information and should not be disclosed outside the Gary Housing Authority.
  - d. The general range of dollars for construction contracts may be disclosed to enable the bidder to understand the scope of the project.
3. Simple Independent Cost Estimate. Examine the price paid in the most recent contract for the particular type or size of procurement and factor in inflation or changed market conditions.
4. Detailed Independent Cost Estimate. Depending on the type and size of the procurement, the independent cost estimate may be as detailed as follows:
  - a. Use available published price lists, insurance estimates, commercial construction cost estimating publications, known Davis-Bacon wage rates and pricing history from prior contracts.
  - b. Include anticipated labor costs, material expenses, subcontracted items, overhead, profit and any other cost factor that may impact the contract.
  - c. The cost estimate for commercial items should be based on published catalog or market prices. The price lists from local or national vendors should be maintained to assist in the development of the independent cost estimate.
5. Submission of Cost or Pricing Information. If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the Authority (i.e. when contracting for professional, consulting, or architecture/engineering services) the offeror shall be required to submit:
  - a. A cost breakdown showing projected costs and profits;
  - b. Commercial pricing and sales information, sufficient to enable the Authority to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
  - c. Documentation showing that the offered price is set by law or regulation.

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6. **Cost Analysis.** Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of their proposal. When a cost breakdown is submitted, a cost analysis shall be performed of the individual cost elements; the Authority shall have a right to audit the contractor's books and records pertinent to such costs, and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, *Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR<sup>8</sup>*). In establishing profit, the Authority shall consider factors such as the complexity and risk of the work involved; the contractor's investment and productivity; the amount of subcontracting; the quality of past performances; and industry profit rates in the area for similar work.
7. **Price Analysis.** For competitive procurements, in which cost or pricing information is not required of contractors, the Authority shall perform a comparison of prices received in relation to the independent cost estimate, to ensure that the price being paid is reasonable.

### ***F. Cancellation of Solicitations***

An invitation for bids, request for proposals, or other solicitation may be cancelled before offers are due, if the Authority no longer requires the supplies, services or construction; the Gary Housing Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

## **5. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION**

### ***A. Contract Types***

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Gary Housing Authority may be used, provided that the cost plus a percentage of the cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties.

A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise; the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, HUD Handbook 2210.18); and the contractor is paid only allowable costs.

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A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at their own risk.

### ***B. Options***

Options for additional quantities or performance periods may be included in contracts, provided that:

1. The option is contained in the solicitation;
2. The option is a unilateral right of the Gary Housing Authority;
3. The contract states a limit on the additional quantities and the overall term of the contract;
4. The options are evaluated as part of the initial competition;
5. The contract states the period within which the options may be exercised;
6. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
7. The options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

### ***C. Contract Clauses***

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36(i), such as the following:

1. Termination for convenience;
2. Termination for default;
3. Equal Employment Opportunity;
4. Anti-Kickback Act;
5. Davis-Bacon Act;
6. Contract Work Hours and Safety Standards Act, Reporting Requirements;
7. Patent Rights;
8. Rights in Data;

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9. Examination of Records by Comptroller General, and Retention of Records for Three Years After Closeout;
10. Clean Air and Water;
11. Energy Efficiency Standards;
12. Bid Protests and Contract Claims;
13. Value Engineering; and
14. Payment of Funds to Influence Certain Federal Transactions  
The Operation Procedures shall contain the text of all clauses and required certifications used by the Gary Housing Authority.

### ***D. Contract Administration***

1. **General.** It is the Authority's policy to resolve all contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.
2. **Bid Protests.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. **Contract Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer, or designee, for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Executive Director.
4. **Contract Modifications.** Contract modifications are any written alteration in the specifications; delivery point; date of delivery; contract period; price; quantity; or other provision of an existing

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contract. Contract and purchase order modifications shall be issued in one of the following modification forms:

- a. bilateral modification (such as a supplemental agreement, in which both parties mutually agree on contract changes) that is signed by both the Contracting Officer and the contractor; or
- b. unilateral modification (a modification that is signed only by the Contracting Officer, such as a change order pursuant to the Changes clause on Form HUD-5370, or administrative modification, such as a change in the address of the payment office).
- c. Bilateral modifications are the preferred method of modifying contracts and purchase orders. In either case, all contract modifications shall be in writing
- d. A change order is a change approved by the Board of Commissioners, after the award of a contract, in any of the contract terms, including specifications, completion time, description of the work, etc., within the scope of the contract. All Gary Housing Authority contracts shall contain a Changes clause, such as that on the Forms HUD-5370 (for construction) or HUD-5370-A (for non-construction). A change order may be issued unilaterally by the Board of Commissioners. In such cases, the contractor is entitled to submit a change order proposal to identify any changes in cost or schedules as a result of the change, and the parties negotiate an equitable adjustment.
- e. Change orders may be issued bilaterally if the contractor will agree to the change in advance. When a change is mutually agreed upon, including price adjustment for concessions made by either party, a contract modification document is prepared and signed by both parties to the original contract. Change shall include at least the following:
  1. a detailed description of the proposed change in work;
  2. a reference to the applicable working drawings and specifications;
  3. a fixed price (credit, debit, or no change) for the change in contract work;
  4. estimate of any additional time, if any, required to complete the work;

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5. the contractor's itemized breakdown of the cost of materials and labor and an itemized breakdown for any applicable subcontractors; and
  6. the change indicated on the architectural or engineering drawings, if applicable.
- f. Limitations on change orders. There are limitations on the use of change orders. The Changes clause prescribes the specific circumstances in which a change order may be issued. Changes such as increasing the number of items being purchased or other types of new work are not considered within the scope of the contract or within the authority of the Changes clause.
- g. Records. The Gary Housing Authority shall maintain accurate records and documentation regarding contract modifications by including a register in each contract file. This is required to provide a permanent record of all actions taken in connection with each contract. To provide an overview of all contract modifications and for tracking purposes, the Agency should consider maintaining in the contract file a register of modifications to identify [24 CFR 85.36(b) (9)].
1. the number of the modifications;
  2. a brief description of the modification;
  3. the cost of the proposed modification;
  4. the date submitted to the HUD Field Office for approval, if applicable;
5. Contract Terminations. The Board of Commissioners may terminate a contract or purchase order for default for any of the following reasons: failure to deliver the supplies, services, or construction as specified; failure to perform work in a timely manner; violation of a contract clause, such as the prohibition against gratuities; repeated violations of labor standards; and similar reasons. Contracts are terminated for reasons described in the termination clauses on Forms HUD-5370 and revised 5370-A. The default clause provides for termination without negotiation when the contractor fails to perform as specified in the contract. Contracts terminated for the convenience of the Agency likewise require immediate work stoppage, but termination costs are negotiated until a satisfactory settlement is reached.

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6. Termination Notice. The Contracting Officer shall terminate contracts for convenience or default only by a written notice to the contractor. The notice shall be sent by certified mail, return receipt requested. The notice shall state the following:

- a. that the contract is being terminated for the convenience of the Gary Housing Authority or for default, under the contract clause authorizing the termination;
- b. whether the contract is terminated in whole or in part; for partial terminations, identify the specific items being terminated;
- c. if terminated for default, the acts or omissions constituting the default, the Contracting Officer's determination that failure to perform is not excusable, the Gary Housing Authority rights to charge excess costs of reprocurement to the contractor, and the contractor's appeal rights;
- d. the effective date of termination;
- e. the contractor's right to proceed under the un-terminated portion of the contract; and
- f. any special instructions.

Copies of the notice should be sent to the contractor's surety, if any, and any assignee.

7. Termination for Convenience.

- a. Settlement. Settlement of contracts terminated for convenience shall be handled by negotiated agreement or determination by the Contracting Officer. The contractor shall submit a settlement proposal promptly to the Contracting Officer for the amount claimed as a result of the termination. Whenever possible, the Contracting Officer should negotiate a fair and prompt settlement with the contractor and settle a settlement proposal by determination
- b. Compensation. A settlement should compensate the contractor fairly for work done and the preparations made for the terminated portions of the contract, including a reasonable allowance for profit (but no profit shall be allowed for settlement expenses). However, the Contracting Officer shall not allow profit if it appears that the contractor would have incurred a loss had the entire contract been completed. Fair compensation is a matter of judgment and cannot be measured exactly. The Contracting Officer should use

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prudent business judgment in the settlement process, as opposed to strict accounting principles. The parties may agree to a total amount to be paid to the contractor without agreeing on individual cost items or profit.

### 8. Termination for Default.

- a. General. A contract may be terminated for default because of the contractor's actual or anticipated failure to perform its contractual obligations. Under a termination for default, the Gary Housing Authority is not liable for the contractor's costs on undelivered work and is entitled to the repayment of progress payments. If the contractor fails to make progress so as to endanger performance of the contract, the Contracting Officer shall give the contractor a written notice specifying the failure and providing a period of 10 days (or longer period if needed) in which to cure the failure. Upon expiration of the 10 days (or longer period), the Contracting Officer may issue a notice of termination for default, unless the failure to perform has been cured.
- b. Notice. If the contractor has failed to perform work within the required time, and a termination for default appears appropriate, the Contracting Officer should, if practicable, notify the contractor in writing of the possibility of the termination. This notice shall call the contractor's attention to the contractual liabilities if the contract is terminated for default and request the contractor to show cause why the contract should not be terminated for default. If the response to this notice is inadequate or insufficient action is taken in response to it, the contract may then be terminated for default.
- c. Alternatives. Alternatives to termination for default, at the Gary Housing Authority's discretion, include the following: allow the contractor or the surety to continue performance of the contract under a revised delivery schedule (in exchange for a reduced price or other consideration); permit the contractor to continue performance of the contract by means of a subcontract or other business arrangement with an acceptable third party, provided the rights of the Gary Housing Authority are adequately protected; or if the requirement for the supplies, services, or construction no longer exists, and the contractor is not liable to the Agency for damages, execute a no-cost termination settlement agreement.
- d. Repurchase. When the supplies, services, or construction are still required after termination, the Contracting Officer

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shall repurchase the same or similar items against the contractor's account as soon as possible. The Contracting Officer may use any appropriate procurement method for the repurchase (sealed bidding, competitive proposals, or noncompetitive proposals), provided that competition is solicited to the maximum extent practicable to secure the lowest price obtainable under the circumstances, in order to mitigate damages.

### 6. ASSISTANCE TO SMALL AND OTHER BUSINESSES

#### **A. Required Efforts**

Consistent with Presidential Executive Orders 11625, 12138, 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority-owned entities, women business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority's development are used when possible. Such efforts shall include, but shall not be limited to the following:

1. Including such firms, when qualified, on solicitation mailing lists;
2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
6. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24 *CFR* 135<sup>9</sup>; and
7. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in 1 through 6 above.

#### **B. Definitions**

A small business is defined as a business that is independently owned, not dominant in its field of operation. The size standards in 13 *CFR* 121<sup>10</sup> shall be used, unless the Authority determines that their use is inappropriate.

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A minority-owned business is defined as an entity which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one which is at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Asian Indian Americans and Hasidic Jewish Americans.

A women business enterprise is defined as a business that is at least 51% owned and operated by a woman or women who are US citizens and who also control and/or operate the business.

A Section 3 classified business concern located in the area of the development is defined as an individual or firm located within the relevant Section 3 covered development area, as determined pursuant to 24 CFR 135.13; listed on HUD's registry of eligible business concerns; and meeting the definition of small business, as stated above. A Section 3 classified business concern owned in substantial part by persons residing in the area of the development is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered to by the US Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of a small business, as stated above.

## **7. ETHICS IN PUBLIC CONTRACTING**

### ***A. General***

The Authority shall adhere to the following code of conduct and shall establish a system of sanctions for violations consistent with applicable State or local law.

### ***B. Conflict of Interest***

No employee, officer or agent of the Gary Housing Authority shall participate directly or indirectly in the selection or in the award or administration of any contract, if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;
2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
3. His/her partner, associate having a business union; or

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4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
5. In the event of a conflict of interest of a member of the Board of Commissioners, the Board member is required to disclose the conflict and abstain from voting on any matter where the conflict exists.

### ***C. Gratuities, Kickbacks and Use of Confidential Information***

Gary Housing Authority officers, employees or agents shall not under any circumstances solicit or accept gratuities, favors, or anything of monetary value (e.g. lunches, tickets to sporting events, gifts, etc.) from contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain.

Also, Gary Housing Authority's officers, employees, agents and Board of Commissioners, shall not knowingly use confidential information for actual or anticipated personal gain.

### ***D. Prohibition against Contingent Fees***

Contractors shall not retain a person to solicit or secure a Gary Housing Authority contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees of bona fide established commercial selling agencies.

### ***E. Standard of Ethical Conduct***

1. 1. Improperly Using Official Position. No officer or employee shall use or permit the use of any individual, funds or property under his or her official control, direction, or custody, and/or of any funds or property of the Agency, for a purpose which is or to a reasonable person would appear to be, for the private benefit of the officer or employee or any other person; provided that nothing shall prevent the private use of property of the Agency which is available on equal terms to the public in general (such as the use of library books, tennis courts, or use of property of the Agency in accordance with municipal policy in the conduct of official business or the use of off-duty equipment by law enforcement officers assigned to those law enforcement officers, if allowed by the rules of the respective department, if in fact, the property is used appropriately.
2. Improper Influence. No officer or employee shall solicit or receive any thing of monetary value from any person when it has been solicited, received or given, to a reasonable person, would appear to have been solicited, received or given, with the intent to give or obtain special consideration of influence as to any action by such officer or employee in his or her official capacity.
3. Disclosure of Privileged Information. No officer or employee shall disclose or use any information gained by reason of his or her official

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position for the immediate or anticipated personal gain or benefit of the offer or employee of any other person; provided that nothing shall prohibit the disclosure of use of the information which is a matter of public knowledge or which is available to the public on request.

**REFERENCE ATTACHMENTS TABLE OF CONTENTS**  
(Items may not be included in their entirety)

1. **State of Indiana Public Release of Business Records Act** (19 pages)
  2. **24 CFR 85.36 - ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS** (pages 517 – 523)
  3. **24 CFR 24 - GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)** [pages 244 – 271]
  4. **State of Indiana Department of Administration Procurement Streamlining Manual, Quantity Purchase Agreement Section** (Page 1)  
[Cover and first seven (7) pages included]
  5. **24 CFR 963 - PUBLIC HOUSING — CONTRACTING WITH RESIDENTOWNED BUSINESSES** (pages 452 – 455)
  6. **City of Gary Policies and Procedures (Purchasing: Number FP 206.1) –**  
This document sets the Gary Housing Authority Small Purchase Threshold (pages 1 – 27)
  7. **HUD Handbook 2210, Chapters 1 – 10 –** used a guidance and reference
  8. **48 CFR 4 – Subpart 31.2—Contracts With Commercial Organizations:**  
Federal Acquisition Regulations (pages 574 – 616)
  9. **24 CFR 135 - ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS** (pages 708 – 726)
  10. **13 CFR 121 – Small Business Size Regulations** (pages 281 – 283)
- Other Reference Materials**
11. **OMB Circular A - 87**
  12. **OMB Circular A - 110**
  13. **OMB Circular A - 122**

**ATTACHMENT KK**  
**Labor Standards Policy**

# **GARY HOUSING AUTHORITY LABOR STANDARDS POLICY & PROCEDURES**

## **Preconstruction Phase**

### **Designated Staff Person**

Rosetta Pierce, Procurement Manager, is the designated staff person. She will meet with the contractor before the start of construction to ensure compliance with all applicable labor standards requirements and to act for and in liaison with HUD. Her name will be provided to the appropriate HUD Field Office Labor Relations Staff.

### **Wage Determination**

An applicable wage determination will be obtained for the project. It will be included in the bid documents, construction contracts, and subcontracts. If a job classification is not provided on the wage determination, the HUD Field Office Labor Relations Staff should be notified in writing. After which, an appropriate classification will be provided for the work in question. This will constitute a modification.

In a situation where a wrong determination is used, the agency shall either terminate and re-solicit the contract with the valid wage determination, or shall make the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order and shall compensate the contractor for any increases in wages resulting from such change.

A copy of the wage determination and any modifications will be posted at the site of work in a place visible to workers. Also, a Publication WH-1321 Notice to Employees will also be posted with the name and telephone number of GARY HOUSING AUTHORITY or HUD Office Labor Relations Staff.

The GARY HOUSING AUTHORITY utilizes the general wage determinations. General wage determinations are notices of which are published in the Department of Labor Publication "General Wage Determinations Issued under the Davis-Bacon and Related Acts," and contain no expiration date. General wage determinations may be modified to keep them current.

### **Other Requirements**

#### **Weekly Payrolls**

Each contractor and subcontractor shall submit (through the prime contractor) to the GARY HOUSING AUTHORITY weekly payrolls for each week until the project is completed. Weekly payrolls shall be numbered sequentially and the final payrolls marked "Final."

### **Preconstruction Conference**

A preconstruction conference will be held to advise the principal contractor and all available subcontractors of their responsibilities and obligations regarding the labor standards provisions and the wage determination contained in the contract documents.

A report or copy of the minutes shall be prepared and retained in the files. The report or minutes will contain:

- a. Project name, location and description, wage determination number
- b. Name of contractor
- c. Contract amount
- d. Date and place of conference
- e. Conference attendees
- f. Summary of items covered

### **Verification of Contractor Eligibility**

The prime contractor will be checked for eligibility status. This will be accomplished by reviewing the current HUD List of Debarred, Suspended, or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended, and Ineligible Contractors. The prime contractor will then be responsible for employing only eligible subcontractors who have certified eligibility.

### **Use of Apprentices and Trainees**

If a contractor or subcontractor is utilizing an apprentice or a trainee, they should refer to the requirements from 29 CFR Section 5.5. Any other labor standards provisions will be included in the construction contract and subcontract.

## **Construction Phase**

### **Job Inspection**

The Procurement Manager will verify that the wage determination and other required material are posted by the contractor at the site of the work in a visible place. This includes the poster (WH-1321).

### **Employee Interviews**

**The employee shall be informed that the information given is confidential, and his/her identity will be disclosed to the employer only with the employee's written permission, and that he/she is being interviewed by an employee of the Gary**

**Housing Authority on a project assisted by the United States Department of Housing and Urban Development. Disclosures of employee statements are governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.**

Employee interviews will take place on the site of work. If there is a case where the worker feels uncomfortable, the interview can be moved to a more suitable place. There is also the option of a mail interview. Employee interviews will be recorded on Form HUD-11.

A minimum sample of 10% of the workers in all trades will be interviewed on long term projects lasting more than six months. A representative sample of all trades will be interviewed for short term projects.

**Review of weekly payroll**

Contractor weekly payrolls and other basic records will be reviewed during routine compliance enforcement on every construction project.

The contractor shall use the optional Department of Labor Optional Form WH-347, Payroll and the weekly statement of compliance, Form WH-348. These records will be maintained for three years by the GARY HOUSING AUTHORITY. These forms will be dated upon receipt and initialed upon review. Payroll forms are due within seven work days. If payroll forms are excessively delinquent the GARY HOUSING AUTHORITY shall withhold funds from the contractor until received.

Contractors and subcontractors must retain their basic payroll records for the same three year period as GARY HOUSING AUTHORITY.

Payrolls will be spot checked for addresses, social security numbers, incompleteness, accurate classification and wage rates, computations, non-permissible deductions and signatures. This will be done promptly upon the receipt of the payrolls to alleviate creation of complex errors.

**Violations**

The contractor is responsible for the correction of all violations. The contractor shall be notified of the violation in writing by GARY HOUSING AUTHORITY. The contractor shall correct the violation within thirty (30) calendar days of notification.

The Procurement Manager shall prepare a Labor Standards Enforcement Report to be submitted to the appropriate HUD Field Office Labor Relations Staff. The letter shall indicate actions taken with respect to wage restitution and any other violations. The report shall contain:

- (1) Project name, location, and contract number
- (2) Identity of the general contractor and names of affected employees and any restitution

- (3) Identity of subcontractors and names of their employees and any restitution
- (4) Detailed narrative as to violations leading to the restitution
- (5) Liquidated damages computed under the Contract Work Hours and Safety Standards Act. Should there be such a computation, sufficient information must be provided to the HUD Field Office Labor Relations Staff concerning the nature of the overtime violations to allow for any appropriate adjustment which may be indicated and requested by the contractor and final action or recommendations by HUD to the Department of Labor.
- (6) Where appropriate, a recommendation and justification as to sanctions, if any, recommended against the contractor involved. Should there be such a recommendation, further documentation may be required.

### **Investigations**

Labor standards investigations are the primary responsibility of the Office of Labor Relations although there shall be close consultation with the Office of Inspector General. Investigations are made whenever HUD is put on notice of any violations which are not readily adjustable or which are of a serious nature. It is **not** the responsibility of the GARY HOUSING AUTHORITY to conduct an investigation.

In the event of an investigation, GARY HOUSING AUTHORITY and the contractor has the responsibility of providing certain documentation. The documents will involve the following:

- (1) Contract
  - (1) Contract Number
  - (2) Date of award
  - (3) Description of work
  - (4) Applicable wage rates
  - (5) Name and address of prime contractor and each subcontractor
- (2) Verify the wage rate decision posting requirement was met
- (3) Provide certified weekly payrolls
- (4) Basic time and work records
- (5) Documentation of conformity with apprentice/trainee requirements
- (6) Documentation of laborers and mechanics not listed in the wage decision
- (7) Employee interviews

### **Sanctions**

Any breach of the labor standards contract provisions may result in contract termination. Fines, imprisonment, and possible debarment may be imposed on contractors or subcontractors or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest where aggravated or willful violations of the Federal labor standards provisions have been committed.

### **Enforcement Reports**

Where underpayments total \$1,000 or more or are willful, the Field Office Labor Relations Staff shall prepare and send to the Headquarters Office of Labor Relations a detailed enforcement report. The report shall provide a basis for a recommendation as to possible sanctions as well as the imposition of liquidated damages under CWHSSA. This report will be available within 60 days after the completion of the investigation.

### **Semi-Annual Enforcement Reports**

The GARY HOUSING AUTHORITY will furnish the Secretary of Labor by April 30 and October 31 of each calendar year reports on compliance and enforcement of the labor standards provisions of the Davis-Bacon and Related Acts.

### **Contracts Work Hours and Safety Standards Act (CWHSSA)**

CWHSSA applies to all HUD programs which are subject to the prevailing wage requirements of the Davis-Bacon and Related Acts except where HUD's participation is solely in the form of a loan guarantee or insurance.

### **Davis-Bacon Act**

The Davis-Bacon Act provides that contracts in excess of \$2,000 to which the United States is party for the construction, alteration, and/or repair, including painting and decorating, of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.

## **WELCOME TO THE GARY HOUSING AUTHORITY**

Dear Employee,

On behalf of your colleagues and the Board of Commissioners, I welcome you to the Gary Housing Authority (GHA) and wish you every success here. The staff of GHA takes great pride in offering a valuable service in the affordable housing industry. We at GHA have a mission to be a top performing agency that provides quality and affordable housing, contributes to safe communities, and encourages individual and family self-sufficiency.

We believe that each employee contributes directly to GHA's growth and success, and we hope you will take pride in being a member of our team.

GHA provides you this Personnel Policy Manual to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. As an employee, you should familiarize yourself with the contents of the policy manual as soon as possible for it will answer many questions about the operations of the Authority.

We hope that your experience here will be challenging, enjoyable and rewarding. GHA hopes your professional efforts will reflect the personal commitment and pride that you bring as a valued member of the organization. Again, welcome to GHA!

Sincerely,

Alfreda M. Peterson  
Executive Director

## **APPLICATION AND REVISION OF POLICIES**

This policy manual is an overview and summary of the Gary Housing Authority's ("GHA" or the "Authority") policies and procedures, which are presently in effect. As policies, procedures and benefits are revised, changes will be communicated to all employees through standard communication channels. Advance notice may not always be possible.

The policies and procedures contained in this manual constitute guidelines only. They do not constitute part of an employment contract nor are they intended to make any commitment to any employee concerning how an individual employee action can, should, or will be handled. Moreover, the Executive Director of the Authority reserves the right in his/her sole discretion, with or without notice, to revise any Policy herein, as well as to institute programs or policies which may be inconsistent with the policies herein subject to the approval by the Board of Commissioners.

The Authority reserves the right to terminate any employee at any time "at will" (with or without cause). A supervisor or manager of GHA has no authority whatsoever to make any contrary representations to any employees.

Rights granted to employees by way of these policies are in addition to those found in applicable collective bargaining agreements. If any policy conflicts with a specific provision contained in the collective bargaining agreement, the collective bargaining agreement shall prevail. Certain specialized departments and special programs may have additional and/or different rules which supersede those in this manual.

If you have any questions, or wish to have further information about any particular guideline in this manual, please contact the Human Resources Department.

This policy manual supersedes all previous manuals, letters, memoranda, and understandings.

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## **ADMINISTRATIVE POLICIES**

### **Agency Objectives**

The primary objective of the Gary Housing Authority (GHA) is to provide safe, decent, and sanitary housing to those individuals and families who cannot otherwise afford such housing in the private sector.

It is the policy of GHA to provide equal opportunity to every employee and every applicant for employment and under no circumstances discriminate against said employee or applicant because of race, religion, sex, color, creed, national origin, disability or political an/or union affiliation and that benefits granted to one employee shall be granted to all employees as nearly as practicable.

It is the intent of GHA to treat all employees fairly and equitably. Each employee, in turn, must recognize and participate fully in the superior and overriding obligation to GHA to provide quality low-income housing to person in need thereof, and to judiciously utilize the public funds entrusted to it. Policies within the Personnel Policy Handbook are to be administered with these responsibilities and obligations in mind.

### **Equal Employment Opportunity**

The Equal Opportunity Policy applies to all departments of the Gary Housing Authority. The Authority maintains a strong policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote, and compensate employees on the basis of personal competence and potential for advancement without regard of race, creed, color, religion, gender, national origin, sex, age, marital status, disability, citizenship, handicapping conditions, or any political affiliation as well as other classifications protected by applicable state and/or local laws.

A special effort will be made to eliminate any discriminatory practices that are identified. Efforts will include aggressive recruitment of minorities with the goal of having a workforce that represents the Authority's available labor market at all levels within the organization.

Our equal employment opportunity philosophy applies to all aspects of employment with the Gary Housing Authority including: recruiting, hiring, training, transferring, promoting, job benefits, pay dismissal, and social and recreational activities. Further, the facilities, programs, and services will be made available to the public on a non-discriminatory basis.

## EMPLOYMENT

### DEFINITIONS OF EMPLOYMENT STATUS

#### I. PURPOSE

To help provide uniformity and equity in applying personnel policies and benefits.

#### II. SCOPE

These definitions apply to all GHA employees.

#### III. POLICY

The Authority maintains standard definitions of employment status and classifies employees for purposes of personnel administration and related payroll transactions according to the following definitions:

**Exempt:** Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) to be exempt from overtime pay requirements. This includes all directors, assistant directors, managers, and coordinators.

**Non-exempt:** Employees whose positions do not meet the FLSA exemption tests and who are paid a multiple of their regular rate of pay for overtime, as required by the FLSA.

**Full-time:** Employees scheduled to work 40 hours or more per week.

**Part-time:** Employees scheduled to work less than 32 hours per week.

**Probation Period Employee:** New employees with less than 90 days of service unless otherwise extended by the Executive Director, at his/her sole discretion.

**Regular Employees:** Employees who have completed the 90-day probation period with written confirmation (Employee Performance Appraisal) by their supervisor.

**Temporary Employees/Seasonal Workers:** Employees who are hired for a pre-established period usually during peak workloads or for vacation relief. They may work full-time or part-time schedules. Temporary employees are seasonal workers and are ineligible for any GHA benefits, including holiday pay.

**Force Account Employees:** Employees who are hired on a temporary basis to conduct work under GHA's Capital Grant Program. These employees will be considered as temporary and follow the definition of a temporary employee.

## **TRANSFERS**

### **I. PURPOSE**

To provide guidelines for employee transfers.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

Transfer of an employee from one position to another of like status may be enacted by the Executive Director, or those persons designated by the Executive Director, when such a transfer is considered to be in the best interest of the Authority.

## **RECRUITING AND SELECTION**

### **I. PURPOSE**

To establish the authority and responsibility of GHA personnel in recruiting and selecting employees; to maximize GHA efforts and resources in selecting the best employees available. The interview team will consist of the Human Resource Director, the Director of the Department for the potential employee (or his/her designee), and any other qualified individual under the direction of the Executive Director. The exception to this will be when a Director is being interviewed. In this case, the interview team will consist of the Human Resource Director, the Chairman of the Personnel Committee from the Board (or designee), and the Executive Director (or designee).

### **II. SCOPE**

This policy applies to recruiting and selecting employees for all positions.

### **III. POLICY**

When a personnel vacancy occurs, the appropriate supervisor and the Human Resources Director will conduct a joint recruiting and selection program designed to identify the most qualified individual for the position, after carefully considering first, current GHA employees, and second, qualified residents.

### **IV. PROCEDURE**

The following steps govern the recruiting and selection process:

#### **Responsibility**

#### **Action**

##### **Supervisor**

1. When an opening occurs, notify the Executive Director by Inter-Office Memorandum, including all job-related requirements necessary for proper applicant screening.

##### **Human Resources Department**

1. Notify Directors by Inter-Office Memorandum the position(s) available to employees for promotional consideration.
2. Notice will run for a minimum of five (5) days and must be posted on all bulletin boards throughout the Authority. Note: The Authority may advertise any job vacancy concurrently with an internal posting.
3. Provide copy of job openings to Resident Tenant Council and to Property Managers for disbursement/posting at properties.

##### **Employee**

1. An employee who feels that he/she is qualified for a position shall apply in writing to

the Director of Human Resources within the days specified on the notice. Applications must include updated resume, references, and other information as outlined in the position notice, in order to be considered. Applications received in Human Resources after the deadline date will not be accepted.

**Human Resources Department**

1. Upon receipt of the employee's written application and supporting materials, the Human Resources Department will stamp the date on which the application was received.
2. After the deadline has passed, the Human Resources Department will screen incoming applications and information to identify candidates who are generally qualified.
3. The applications of candidates who are generally qualified for the position will be forwarded to the Department Head in relation to the vacancy, via GHA Form "Qualified Job Applicants."

**Interview Team**

1. Interview Team will interview each qualified applicant and advise the Department Head whether or not, in his/her opinion, the applicant is qualified to fill the position, making notes as to strong points and weak points in relationship to the position.
2. Interview Team will consider the applicant's ability, training, character, and attitude, in relation to the essential job functions, as a basis for determining qualifications. Where qualifications of current employees considered for the position are otherwise equal, seniority shall be the determining factor.
3. Interview Team will make its recommendations to the Executive Director, in writing, along with reasons.

**Human Resources Department**

1. If a current employee is chosen for the position, a copy of the payroll change will be sent to the supervisor of the promoted employee and to the employee.
2. HR will write each unsuccessful applicant who applied for the position.
3. HR will conduct reference checks upon request. A candidate for an Executive Staff position will be required to undergo a full Federal Bureau of Investigations (FBI) background check.
4. HR will advise supervisor and Department Head on appropriate starting salary.

5. HR will confirm oral job offer in writing and arrange for beginning work date.
6. HR will arrange for the hired applicant(s) to complete the following:
  - a. I-9 form
  - b. W-4 form
  - c. GHA Medical Evaluation
  - d. Insurance forms
  - e. Outside Employment form
  - f. Pension Plan Beneficiary Designation
  - g. Police Report form
  - h. Drug Test
  - i. Obtain copy of driver's license

## **V. FOLLOW-UP AND DOCUMENTATION**

The Human Resources Director will notify all unsuccessful candidates. In the event present employees of the Authority shall apply for a higher position and are rejected, they shall be notified in writing by the Authority. Said notice shall inform the rejected employee that if a request is made to the Human Resources Director, a conference will be arranged to inform the requesting employee of the reason(s) for rejection.

Solicited applications and related material, including interview notes for all interviewed candidates will be maintained in the Human Resources Department for one year.

## **EMPLOYMENT OF RELATIVE (NEPOTISM)**

### **I. PURPOSE**

To prevent problems of supervision, safety, security and morale.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

Applications for employment from close family relatives will be considered with other qualified applications when personnel vacancies occur. Some restrictions in job placement will apply to prevent problems of supervision, safety, security and morale.

### **IV. DEFINITIONS**

For the purpose of this policy, a close family relative is an individual who is related to an Authority employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister, as well as employees involved in relationships, which in the Authority's judgment are characterized by permanence, duration, and stability normally associated with marriage.

### **V. PROCEDURE**

- A. Close family relatives will not be hired by the Authority without the prior approval of the Executive Director;
- B. Close family relatives will not be hired into a department where they directly or indirectly supervise or are supervised by another close family member(s);
- C. Close family relatives will not be placed in positions where they work with or have access to sensitive or confidential information regarding other close family relatives, or, if there is an actual or apparent conflict of interest; and
- D. If an employee becomes a close family relative after employment and a conflict of interest or management problem of supervision, safety, security or morale result; or, if a reorganization creates such a conflict, reasonable time may be provided to resolve the matter. If resolution is not possible, the Authority may require one or both of the employees to transfer or resign.

## **TYPES OF APPOINTMENTS**

### **I. PURPOSE**

To establish the Authority and responsibility of GHA personnel and to establish the precedence of appointments.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

The Executive Director is hired by the Board of Commissioners and the tenure for this employment shall be deemed at the will and pleasure of the Board of Commissioners. The Board of Commissioners of the Gary Housing Authority has delegated authority to the Executive Director, as its representative to employ, discharge, transfer, or change the status of any employee, which is considered in the best interest of the Housing Authority,

### **IV. PROCEDURE**

#### **Regular Appointments**

The Senior Staff of the Authority is considered to be the Deputy Executive Director, Department Directors and the Internal Auditor.

Continuing positions with the Authority as included in the annual budget are designated as regular positions. Any new employee appointed to a position must serve a probationary period.

All employees serve at the will of the Executive Director, without any fixed term of employment. Employees in these positions may be transferred, promoted, demoted or terminated, with or without cause as deemed in the best interest of the Authority by the Executive Director.

#### **Temporary Appointments**

Temporary appointments shall be for extraordinary, specific assignments, or to satisfy special needs of the Authority. These appointments shall be specifically approved by the Executive Director for a specified length of time. Persons hired to fill temporary appointments will not receive any of the Authority's fringe or leave benefits, including holiday pay.

#### **Special Program Appointments**

Special Program appointments shall apply to all the appointments governed by a specific grant or program. These employees may or may not receive fringe benefits in accordance with the specific grant or program under which they are appointed. These appointments are subject to the approval of the Executive Director. The conditions of such employment will be set forth on GHA Form Special Program Appointments Benefits Agreement and be acknowledged by the respective department and appointed employee.

## NEW EMPLOYEE ORIENTATION PROGRAM

### I. PURPOSE

To provide guidelines for orientation of new employees.

### II. SCOPE

This policy applies to all employees.

### III. POLICY

The purpose of the employee orientation program is to insure that all new employees are given basic information and guidance needed for proper assimilation into the work force by:

- (1) Welcoming the new employee;
- (2) Developing a rapport between the Authority and the new employee;
- (3) Communicating standards of performance and responsibilities; and
- (4) Presenting the basic information about Authority policies and benefits.

Any person hired by the Authority or transferred within the Authority should be individually oriented within his/her department. Individual orientation should begin on the first day of employment or transfer. In addition, each new employee must attend the mandatory new employee orientation.

### IV. PROCEDURE

#### Responsibility

#### Human Resources Department

#### Action

1. Explain to the new employee the benefits of the Authority's:
  - a. Insurance
  - b. Holidays
  - c. Annual and Sick Leave
2. Explain working conditions:
  - a. Hours of work
  - b. Lunch and break periods
  - c. Personal phone calls
  - d. Overtime
  - e. Attendance and punctuality
  - f. Call-in rates on absence from work
3. Explain standards of employment:
  - a. Performance level of the job
  - b. Conduct on the job
  - c. Performance evaluations
  - d. Introduce the new employee to supervisors and managers

## **Supervisor**

1. Explain his/her work procedures and rules governing his/her employees
2. Explain his/her work procedures
3. Encourage the new employee to ask questions
4. Introduce the new employee to fellow employees
5. Take the new employee on a tour of the work area

## **NEW EMPLOYEE PROCESSING**

### **I. PURPOSE**

To provide guidelines for processing new employees.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

This procedure applies only to processing the paperwork, in filling a vacant position, with an applicant not currently employed by the Authority.

The new employee's salary level will be based on a range for a given job, with the new employee's experience level determining their starting salary within the range.

### **IV. PROCEDURE**

#### **Responsibility**

#### **Action**

#### **Human Resources Department**

1. Verify necessary information on the application:
  - a. Employment references
  - b. Personal references
  - c. Police record (name, date of birth, sex, and race). This information can be obtained from the Gary Police Department
  - d. Driver's record

#### **New Employee**

1. Must take a physical by the Authority's physician (this is at the Authority's expense).
2. A new employee must fill out the following:
  - a. W-4 form
  - b. Insurance Card (must fill out an insurance card even if he/she does not wish to participate in this benefit).
3. A new employee must pass test for illegal drugs.

#### **Human Resources Department**

1. Forward the following information to the Payroll Department:
  - a. Name of new employee
  - b. Completed W-4 form
  - c. Social Security verification/alien status (I-9)
  - d. New employee's address
  - e. Date of birth
  - f. Insurance card
2. Give employee GHA Personnel Policy Manual
3. Set up personnel file.

## **NEW EMPLOYEE PROBATIONARY PERIOD**

### **I. PURPOSE**

To complete the new employee selection process by providing a probationary period of on-the-job work experience by which the new employee and GHA may evaluate employment suitability in terms of knowledge, skill, ability, and interest.

### **II. SCOPE**

This policy applies to all non-exempt and exempt positions.

### **III. POLICY**

New employees will serve a probationary period of ninety (90) days from date of hire. This period is used to determine whether the employment relationship should continue. During the probationary period, if the Authority determines in its sole discretion that a satisfactory performance level cannot be achieved through a reasonable amount of training and coaching, probationary period employees will be released immediately.

### **IV. PROCEDURE**

- A. Department supervisors will be responsible for the training and evaluation during the employee probationary period.
- B. Performance appraisals will be conducted after thirty-five (35) days. Informal coaching and feedback should be provided on a daily or as-needed basis.
- C. Upon satisfactory completion of the probation, employees move to regular status and are subject to the standard performance appraisal process and other GHA policies.
- D. If, at any time, during the probationary period, unsatisfactory performance does not improve, the Executive Director will be advised, and the employees may be released from the Authority or, in some circumstances, the Authority may choose to extend the probationary period beyond ninety (90) days.
- E. All employees, regardless of status or length of service, are required to meet and maintain GHA standards for job performance and behavior.
- F. New employees are required to receive a copy of the Personnel Policy Manual and complete the "Personnel Policies and Procedures Acknowledgment of Receipt of Policy Manual" Form after reviewing the manual.
- G. During this probationary period, employees are eligible to participate in the Authority's health, life, and other group benefits upon completion of thirty (30) days of employment. Probationary employees will not be eligible to take any annual or sick leave during the probation period, except that, in the Executive Director's sole discretion, paid leave may be granted in extreme circumstances. Upon satisfactory completion of the probationary period, employees will receive leave accrual credit for their probationary period.

## **EMPLOYMENT AT WILL**

### **A. Statement of Policy**

It is the policy of the Gary Housing Authority that, unless otherwise mandated by law, this manual does not guarantee employment for any definite period of time.

### **B. The Executive Director's Role in Employment**

All administrative employees serve at the will of the Executive Director, without any fixed term of employment. The authority to hire resides exclusively with the Executive Director. Employees in administrative positions may be transferred, promoted, demoted, or terminated, with or without cause as deemed in the best interest of the Authority, by the Executive Director.

### **C. Guidelines**

1. Unless provided by law, all employees not having a separate, individual written employment contract that runs to them personally, or a collective bargaining agreement covering their employment, are employees serving at the will of the Executive Director, and are subject to termination at any time, for any reason, with or without cause, or notice. Except for employees having personal contracts, all employees may terminate their employment with the Gary Housing Authority at any time and for any reason.
2. No one employed by the Gary Housing Authority is authorized to modify this policy for any employee to enter into any agreement, oral or written, contrary to this policy. Administrative, management, or supervisory personnel are not to make any representation to employees or applicants concerning the terms or conditions of employment with the Gary Housing Authority which are not consistent with the Authority's policies. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, are to alter the at-will nature of employment or imply that discharge will occur for cause.
3. This policy may not be modified by any statements contained in this Manual or any other employee handbooks, employment applications, recruiting materials, memorandums, or other materials provided to the applicants of these documents, whether singly or combined, are to create an expressed or implied contract of employment for a definite period, concerning any terms or conditions of employment. Similarly, the Authority's policies and practices with respect to any matter are not to be considered as creating any contractual obligation on the Authority's part or as stating in any way that termination will occur only for "just cause." Statements of specific grounds for termination as set forth in this manual or in any other document are examples only, not all-inclusive lists, and are not intended to restrict the Authority's right to terminate at-will.
4. Completion of a probationary period or conferral of a regular status does not change an employee's status as an employee-at-will or in any other way restrict the Authority's right to terminate such an employee or change the terms or conditions of employment.

## PERSONNEL RECORDS & PRIVACY

### I. PURPOSE

To establish standards by which information contained in personnel records will be managed to achieve accuracy, privacy and legal compliance.

### II. SCOPE

This policy applies to all departments and employees of the Gary Housing Authority.

### III. POLICY

- A. Policy:** Changes of address, telephone number and/or family status (births, marriage, death, divorce, legal separation, etc.) must be reported immediately to the Human Resources Department, as an employee's income tax status and group insurance may be affected by these changes.
- B. Information Requests and Employment References:** Requests for information from employee files received from other departments and inquiries from outside the Authority, including requests for references on former employees, will be directed to the Human Resources Director. Supervisors and other employees are prohibited from providing personal or employment references on ex-employees or current employees.
- C. Personnel Files:** All material contained within the personnel files shall be inserted under the direction of the Human Resource Director and no material shall be deleted except by memorandum approved by the Executive Director.

### IV. PROCEDURE

#### A. Information Requests

1. **Telephone inquiries:** Information will be verified by the Human Resources Department via telephone but will be limited to the following:
  - Dates of hire and separation
  - Most recent job title
2. **Written Inquiries:** If the request for information is in writing, salary information will be verified in addition to the above. This verification will be in writing and a copy retained in the employee's file.
3. **References with Written Approval:** In addition to salary history and job chronology, performance information may be released in writing only upon provision of a written release by the employee or ex-employee. This will be explained to separating employees by the Human Resources Department at the exit interview, and employees will be given the opportunity to sign a release at that time, if they wish.

- B. Examination of an Employee's Personnel File:** Any current employee may inspect their personnel file at reasonable times during office hours, by contacting the Human Resources Department.
- C. File Retention:** Originals of personnel records will normally be maintained by the Human Resources Department for a period of seven (7) years after an employee's separation date.
- D. Medical Files:**
1. **Separate files:** All employees' medical information will be kept in a separate medical file for each employee.
  2. **Access:** Access to the medical files is restricted to the medical service coordinator, or, in an emergency, the Human Resources Director.
  3. **Release of Information:** Medical information will be released only upon written authorization of the employee or upon proper request from persons or agencies that have legal rights to the information.
  4. **Employee Notification:** Employees may be advised when a request is made for a copy of his/her medical files.
- E. Public Records.** All employees are hereby advised that most contents of employee personnel files are public records under Indiana's public records law. Accordingly, except for information which is exempt under the law, including but not limited to medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance, all employees are hereby notified that the Authority may be required to give copies of the employee's personnel files to any person, upon a proper request. An employee will be notified if a request is made under this provision.

## WAGE AND SALARY ADMINISTRATION

### SALARY PROGRAM ADMINISTRATION

#### I. PURPOSE

To maintain a program of internally and externally equitable salaries.

#### II. SCOPE

This policy applies to all regular positions, full-time and part-time, exempt, and non-exempt.

#### III. POLICY

**A. Pay Range** - Position classifications are assigned specific pay ranges within a specific salary schedule.

**B. Rate of Pay** - An employee's rate of pay will be within the pay range for the employee's job classification. The rate of pay will be based on a number of factors, including the Authority's business needs, the employee's job related skills, the employee's performance history and the duties and responsibilities of the job classification.

#### C. Promotions

1. A promotion is a change from a lower classification position to a higher classification position which usually involves an increase in duties and responsibilities and an increase in pay;
2. The employee's new pay range is determined by the class of work to which the employee is promoted;
3. The employee's new rate of pay within the pay range is determined by a number of factors, including, the Authority's business needs, the employee's job related skills, the employee's performance history, and the duties and responsibilities of the job classification;
4. A promotion generates a new salary review date three months from the effective date of the promotion and annually thereafter. The employee will be on probation in his/her new position during this three month period. However, if the probationary period is established for a period other than three months, the new salary review date is equal to that probationary period and annually thereafter.

**D. Demotions**

1. A demotion is a change from a higher classification position to a lower classification position which usually involves a decrease in duties and responsibilities. A demotion may be voluntary, performance related, or the result of a disciplinary action;
2. An employee who has satisfactorily completed the probationary period and who is demoted is placed in the pay range of classification to which the employee is demoted;
3. A voluntary demotion shall be to the same rate of pay as the current position, if such a rate exists within the pay range for the new position, or the highest rate of pay within the pay range of the new position, whichever is lower;
4. An employee who has not completed the entrance probationary period and who is demoted is placed in the lowest rate of pay of the pay range of the new class of work;
  - a. The salary review date will be three (3) months from the date of employment; and
5. If, during the promotion probationary period, an employee is returned to a lower classification position then the demotion shall be to the same pay rate enjoyed by the employee prior to the promotion. However, in the event that the employee's prior pay rate is higher than the maximum of the pay range for the new position, then the employee will be placed at the maximum of the pay range for the new position:
  - a. The salary review date shall be three months from the date of the demotion except when the employee is demoted to the same position previously held; in which case the salary review date is delayed by the number of days for the cumulative period the employee was in the higher position.

**E. Re-grading** - A re-grading is a change in the pay range assigned to a given classification of work. The duties and responsibilities of the position usually remain the same. A pay adjustment is made for all positions within the re-graded classification of work.

1. **Class Upgrade** - This is a re-grading which raises the pay range of a position classification to a higher range. An employee in a position which receives an upgrade is paid at a new pay rate at a similar point within the new range as the old range and retains the same salary review date.
2. **Class Downgrade** - This is a re-grading which lowers the pay range of a position classification to a lesser range. An employee in a position classification which receives a down grade is assigned to the new pay range but at the same rate of pay as before the downgrade, if that rate of pay is within the new pay range. The salary review date is the same. If the employee's pay rate is not within the new pay range, the employee is placed at the maximum of the new pay range.

## F. Re-classifications

1. A re-classification is a change in the employee's position classification caused by a change in the nature of the work required by the position. A position's classification is based on the relative difficulty of duties and responsibilities and the required employment qualifications;
2. A re-classification to a higher level position is based on an increase in duties, responsibilities and employment qualifications and is treated as if it were a promotion for the purpose of pay determination;
3. A re-classification to a lower level position is based on a decrease in the level of duties, responsibilities and employment qualifications and is treated as if it were a voluntary demotion for the purpose of pay determination;

## G. Return from Lay Off

1. **Same Classification of Work** - If the employee returns from lay off to the same classification of work or to a classification of work with the same pay range, then the employee is placed in the same pay rate enjoyed at the time of the lay off.
2. **Higher Classification From Work** - If the employee returns from lay off to a higher classification of work, the pay rate within the pay range for the higher classification is determined in accordance with the salary policy for promotions.
3. **Lower Classification of Work** - If the employee returns from lay off to a lower classification of work, the pay rate within the pay range for the lower classification is determined in accordance with the salary policy on voluntary demotions.

## H. Lateral Transfers

1. A lateral transfer is a change from one GHA department to another department when the employee selected for the vacant position retains the same classification and/or the same pay range. A review of qualifications and job responsibilities may result in a pay increase.
  - A. The salary review date for an employee who laterally transfers does not change. The current department completes a performance appraisal for the period up to the date of transfer. The new department completes a performance appraisal from the date of transfer to the salary review date. The resulting total appraisal based on the ratio of time and performance rating determines the employee's eligibility for a merit increase.

## **I. Merit Increases**

1. Merit increases may be awarded to regular GHA employees upon completion of the entrance or promotional probationary period, and annually thereafter from the last merit increase. The date of the merit increase is considered the Salary Review Date.
2. Merit increases are based on the quality of the employee's job performance, work habits (including attendance), and initiative.
3. The mechanism used to determine whether an employee will receive a merit increase is the appropriate performance appraisal form based on the employee's job classification. Appraisals may be completed as often as the department determines but must be completed prior to the completion of the entrance of promotional probationary period and then at least annually even if the employee is at the maximum of the pay range for their classification.

## HOURS OF WORK AND PAYROLL PRACTICES

### HOURS OF WORK AND PAYDAYS

#### **I. PURPOSE**

To establish the hours of employment in GHA'S basic workday and workweek, including break times and lunch periods.

#### **II. SCOPE**

This policy applies to administrative employees.

#### **III. POLICY**

- A. The workday shall begin at 7:30 a.m. and end at 4:30 p.m. or begin at 8:00 a.m. and end at 5:00 p.m. Employees will fill out a form at the beginning of each year to declare the choice of schedule. Employees will need to abide by this decision throughout the year. The Executive Director, on his/her discretion, can designate a different work schedule for the position based on the need of the Authority.
- B. One hour lunch periods shall begin from 12:00 noon through 1:00 p.m. unless otherwise scheduled by the employee's immediate supervisor.
- C. All offices shall be kept open to the public during the entire workday. (Exception: Tenant Selection and Section 8).
- D. Employees shall be given one (1) break or rest period per one-half (1/2) shift (workday), provided:
  - 1. The length of the break is 15 minutes;
  - 2. The exact time a break is to be taken will be assigned by immediate supervisors; and
  - 3. The granting of breaks does not adversely affect or interfere with the Authority or its services.
- E. During a break, employees are not permitted to leave the job site without prior approval by immediate supervisor.
- F. Combining two break times for one (1) 30 minute break is not permitted.
- G. Accumulating breaks to lengthen lunch hours, to cover tardiness and/or to leave work early is not permitted.

## **OVERTIME: NON-EXEMPT EMPLOYEES**

### **I. PURPOSE**

To provide guidelines to administer overtime pay to comply with applicable federal and state wage and hour regulations

### **II. SCOPE**

This policy applies to non-exempt employees.

### **III. POLICY**

The GHA overtime pay policy conforms to overtime provisions of the Federal Fair Labor Standards Act and applicable state laws. Exemption from these provisions will be claimed for an employee only when it can clearly be established the employee's duties and responsibilities meet the requirement for such exemption.

Overtime pay policy for employees include the following principal elements:

- A. Non-exempt employees will be paid straight time for all hours through forty in one week;
- B. Non-exempt employees will be paid time and half for hours worked in excess of forty in one week;
- C. Employees who work on a GHA holiday which is not part of the employee's regular schedule will receive overtime pay at time and one-half pay for the holiday. Employees who are required to work on a designated holiday as part of the employee's regular schedule will receive compensation for only hours worked will be determined by the employee's supervisor;
- D. Only hours actually worked will be used to calculate overtime pay. Paid time off for holidays, jury duty, vacation, sick leave or any leave of absence will not be considered "hours worked";
- E. Overtime worked by non-exempt employees must be authorized in advance by the department head. Violation of this policy may result in discipline, up to and including dismissal; and
- F. Overtime will be avoided as much as possible, but may be utilized by the Executive Director in the interest of efficient operation.

## **COMPENSATORY TIME POLICY**

### **I. PURPOSE**

To provide guidelines for the use of compensatory time in lieu of overtime.

### **II. SCOPE**

This policy applies to all employees of the Authority.

### **III. POLICY**

#### **A. NON-EXEMPT EMPLOYEES**

1. **Accrual:** Non-exempt employees may choose to receive compensatory time in lieu of overtime payment for hours worked in excess of forty (40) hours in a work week. After receiving written approval for overtime, the employee must notify his or her supervisor if the employee desires to accumulate compensatory time. Employees will receive one and half hours of compensatory time for each hour worked in excess of forty (40) in a work week. Only actual hours worked will be used for determining eligibility for compensatory time.
2. **Limitation:** No employee may accumulate a total of more than 240 hours of compensatory time. An employee who accumulates 240 hours of compensatory time shall, for additional approved overtime hours of work, be paid overtime compensation.
3. **Use of Comp Time:** Requests to use accumulated compensatory time must be made in writing a minimum of five (5) working days in advance.
4. **Approval of Use:** Such requests for use of compensatory time shall not be unreasonably denied. Management, at its discretion, may choose to postpone an employee's use of compensatory time so as to prevent the disruption of Authority operations. In compelling circumstances, upon the approval of the employee's supervisor an employee may be permitted to use compensatory time without the five (5) days prior notification.
5. **Payment for Comp Time:** An employee who has accrued compensatory time shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation equal to the higher of: (1) the average regular rate received by such employee during the last three (3) years of the employee's employment; or (2) the final regular rate received by such employee.

#### **B. EXEMPT EMPLOYEES**

Exempt employees are paid a salary that is intended to cover all hours worked in a work week, regardless of how many. For this reason, exempt employees are not eligible for the accumulation of compensatory time, except in unusual circumstances and with the prior written approval of the Executive Director or his/her designee. Such circumstances include

when an exempt employee is required to work on a designated Authority holiday or when an exempt employee is required to repeatedly work after hours or on weekends.

If approved, exempt employees will accumulate compensatory time at a rate of one (1) hour for each excess hour worked. Employees will be permitted to take compensatory time upon request to their supervisors a minimum of five (5) working days in advance. Such request for use of compensatory time shall not be unreasonably denied. Management, at its discretion, may choose to postpone an employee's use of compensatory time so as to prevent the disruption of Authority operations. Exempt employees are encouraged to use compensatory time within the month that the excess time was worked. An exempt employee who does not use accumulated compensatory time prior to termination or separation from employment will not receive a payment for that time.

## **V. COMPENSATION POLICIES**

Regular employees from time to time may be required to temporarily fill vacant positions without additional compensation.

### **COMPENSATORY TIME**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work in excess of their normal schedule. It is the Authority's intention to minimize such occurrences and ensure that overtime work is scheduled and paid in accordance with the Authority's policy and applicable state and federal laws. The Authority is subject to all regulations of the Fair Labor Standards Act (FLSA). When possible, advance notification of the mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitable as practical to all employees qualified to perform the required work. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including termination.

## **EMPLOYEE BENEFITS AND SERVICES**

### **VACATIONS (ANNUAL LEAVE)**

#### **I. PURPOSE**

To provide a traditional paid-time-off benefit that will provide a restful break in year-round routine and support the Authority's goals to attract and retain quality employees.

#### **II. SCOPE**

This policy applies to all regular, full-time employees.

#### **III. POLICY**

##### **A. ANNUAL LEAVE**

Annual Leave (vacation) time is based upon an employee's anniversary date of employment. Employees are encouraged to take Annual Leave to the full extent of the amount earned and on consecutive days. Annual Leave time shall accrue as follows:

12 months - 5 yrs of continuous service	10 annual leave days per year;
6 years - 10 years of continuous service	12 annual leave days per year;
11 years -15 years of continuous service	15 annual leave days per year;
16 years - 20 years of continuous service	18 annual leave days per year;
More than 20 years of continuous service	20 annual leave days per year;

No more than five (5) working days of annual leave may be taken on a day to day basis in a twelve (12) month period and is strongly discouraged except in those cases where it becomes necessary. Vacation time may be taken in minimum increments of eight (8) hours.

Compensation will not be paid for annual leave taken unless an application for leave or leave slip is submitted at least ten (10) working days prior to the requested starting date of annual leave, and approved by the employee's supervisor and the Executive Director or his/her designee.

Annual leave request will be approved only if the work schedule permits and the absence of the employee will not seriously hamper the efficient operation of Gary Housing Authority. The notable exception to this subparagraph is in the case of extended illness and the employee has exhausted all sick leave.

An employee who is permanently separated from the Gary Housing Authority shall be paid in a lump sum for any unused annual leave at the employee's current rate of pay, except in cases where termination is the result of malfeasance. Employees under any form of disciplinary action shall not be granted vacation or any other accrued leave for which reimbursement is normally given during the period of that action.

## **HOLIDAYS**

### **I. PURPOSE**

To provide a paid time-off benefit to recognize traditional holidays.

### **II. SCOPE**

This policy applies to regular full-time employees.

### **III. POLICY**

#### **A. DESIGNATED HOLIDAYS**

New Year's Day	Columbus Day
Dr. Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Floating Holiday	

The Authority will annually publish the exact dates and number of paid days off for its current holidays. Recognized holidays may change at the discretion of the Executive Director.

When a regular holiday falls on a Saturday, the prior Friday shall be observed as a holiday. When regular holidays fall on a Sunday, the following Monday shall be observed as a holiday. Employees who have an unexcused absence on the day prior to or the day immediately following the holiday (or both), will not be paid for the holiday.

Due to special circumstances, employees may be asked to work on granted holidays, if, in the opinion of the Executive Director, it is necessary in the interest of efficient operations to do so. In this event, the employee will be granted an alternative day off in lieu of the holiday.

**B. ELIGIBILITY** - In order for an employee to receive a holiday off with pay, the employee must have worked the last scheduled work day before, and the first scheduled work day after the designated holiday.

**C. PROVISIONS** - Paid Holidays: An employee who is not required to work on a holiday which falls on a regularly scheduled workday, will receive eight (8) hours compensation at the regular rate of pay.

**D. TIME WORKED ON A HOLIDAY** - An employee who is required to work on a designated holiday as part of his/her regular schedule will receive compensation for only hours

actually worked, and a replacement for the holiday time worked will be determined by the employee's supervisor.

If an employee is required to work on a holiday which is not part of his/her regular schedule, the employee will receive his/her holiday pay plus time and a half for the time actually worked.

- E. ILLNESS DURING AUTHORIZED ANNUAL LEAVE** - An employee who becomes ill while on authorized annual leave may request that annual leave be changed to sick leave provided that the employee presents acceptable medical substantiation.
- F. ADVANCE PAY** - An employee may request advance pay for annual leave that has been accrued prior to going on a annual leave subject to the rules and procedures of the Gary Housing Authority. This is provided that the employee will be on leave at the time of a normal pay period.
- G. TRANSFER OF LEAVE** - Employees may not transfer any of their accrued annual leave to any other employee.

In either case, there are not a guaranteed number of work hours on a designated holiday. Employees are relieved from work at the earliest opportunity.

## **SICK LEAVE**

### **I. PURPOSE**

To provide a paid time off benefit for employees who, because of illness or accident, are temporarily absent from work for limited periods.

### **II. SCOPE**

This policy applies to all full-time regular employees.

### **III. POLICY**

Employees shall be paid for leave taken because of illness or non-job related injuries. Sick time shall accrue at a rate of one (1) day per month and accumulation of sick leave days is unlimited. Employees may use sick leave time in increments of two (2) hours.

Except in cases of personal business, sick time will be paid if, during the illness, the employee is either at home; at a place where the illness occurred, under supervised convalescence, at or en route to or from a medical facility.

The consistent use of sick leave as it accrues may be considered abuse of sick leave privileges and may be grounds for disciplinary action. A doctor's certificate may be required for any period of sick leave taken but is mandatory for sick leave taken in excess of three consecutive days.

Upon retirement or resignation, employees in good standing shall be paid for all unused sick leave days as follows:

5 through 14 years of continuous service..... 50% of all unused sick leave days;  
15 or more years of continuous service..... 75% of all unused sick leave days;  
30 years or more of continuous service.....90% of all unused sick leave days

An employee terminated for just cause shall not be eligible to receive pay for unused sick leave days.

#### **A. REQUEST FOR LEAVE**

1. When requesting sick leave for medical and dental appointments, a REQUEST FOR LEAVE FORM must be submitted to and approved by the immediate supervisor in advance.
2. When requesting sick leave due to illness, an employee must call the immediate supervisor within 30 minutes of the start of the work shift. Employees must call the immediate supervisor each subsequent day if the absence continues. Upon returning from sick leave, the employee must submit a REQUEST FOR LEAVE FORM to the immediate supervisor.

**B. PERSONAL BUSINESS DAYS**

A maximum of three (3) sick leave days may be converted to personal business days, but may only be taken with 24 hour prior approval by authorized supervisory personnel. Employees may use personal business time in increments of two (2) hours.

**C. SICK WHILE ON AUTHORIZED ANNUAL LEAVE**

An employee who becomes ill while on authorized annual leave may request the annual leave be changed to sick leave provided the employee presents acceptable medical substantiation and has accrued sick leave. The provision does not apply for an illness of employee's spouse, child or legal dependent.

**D. ABSENCE WITHOUT AUTHORIZATION**

Absence without proper authorization or approval may be considered sufficient cause for suspension or dismissal of an employee at the discretion of the Executive Director.

**E. TRANSFER OF LEAVE**

Employees may not transfer any of their accrued annual leave to any other leave.

## **PAID PERSONAL TIME OFF**

### **I. PURPOSE**

To provide a means for employees to secure limited time off when such time is needed for bereavement, school visit, and jury duty.

### **II. SCOPE**

This policy applies to full-time employees

### **III. POLICY-BEREAVEMENT**

Three (3) days of bereavement leave with pay shall be granted to employees because of the death of an immediate family member. Bereavement leave shall be paid only when proof of death accompanies a leave slip and the time off work will be not be deducted from any other accrued leave time.

Immediate family members include (for the employee or current spouse's): current spouse, natural or adoptive parents, son/daughter, adoptive or stepchildren, brother/sister, grandparents/grandchildren, aunt/uncle, niece/nephew.

#### **A. PROCEDURES - BEREAVEMENT**

Bereavement leave should be requested in advance, if possible, on a REQUEST FOR LEAVE FORM. If it is impossible to give written notice, the employee should notify the immediate supervisor by the telephone, as soon as possible.

#### **B. BEREAVEMENT LEAVE**

Three (3) days of bereavement leave with pay shall be granted to employees because of the death of an immediate family member. Bereavement leave shall be paid only when proof of death accompanies a leave slip and the time off work will not be deducted from any other accrued leave time.

Immediate family members include (for the employee or current spouse's): current spouse, natural or adoptive parents, son/daughter, adoptive or stepchildren, brother/sister, grandparents/grandchildren, aunt/uncle, or niece/nephew.

Under special circumstances, the Executive Director, may, at his/her discretion, expand the interpretation of immediate family and grant additional leave based upon the distance to be traveled and other special circumstances.

## **C. SCHOOL VISITATION LEAVE**

Recognizing the importance of a parent's support and participation in their child's academic life, the Gary Housing Authority provides the School Visitation Leave. The Authority will provide eligible employees up to eight (8) hours of leave during the 365-day period following the beginning of the school year to attend their children's school conferences or classroom activities.

The school visitation leave is available only if the conference or activity cannot be scheduled during non-working hours. In addition, no more than four (4) hours of school visitation leave can be taken on any given day.

- **ELIGIBILITY**

Employees are eligible for the School Visitation Leave, if they:

- A. Have six consecutive months of service;
- B. Work an average of 20 hours per week; and
- C. Have a child (biological, adopted, foster, stepchild or legal ward) who is enrolled in a public or private, primary or secondary school in Indiana or a state sharing a boundary with Indiana.

Employees should give their supervisors advance notice before arranging to attend a school conference or activity. In an emergency, 24 hours notice will be acceptable. Employees should try to schedule the leave at a time that will result in minimal disruption to the work environment.

Direct any questions regarding the administration of the School Visitation Leave to the Director of Human Resources.

## **D. JURY DUTY**

An employee shall receive leave to serve on a jury in any state, federal or municipal court without loss of pay.

1. The employee will be paid on the difference his/her duty salary and his/her regular salary on presentation to the supervisor of the certification of jury service;
2. If jury duty will be detrimental to the Authority's operation; it will be the responsibility of the Authority's Attorney to seek an exemption from the duty for the employee;
3. Upon receiving notification of the jury summons, the employees must notify his/her supervisor; and
4. This policy does not apply when an individual appears in Court on his/her behalf, (e.g. if he/she is paying a traffic ticket fine or is a party to a lawsuit).

## **PROCEDURES - JURY DUTY**

**Prior Notification** - The employee will notify his/her immediate supervisor as far in advance as possible of the impending jury duty or court attendance so work schedules can be adjusted;

**Submission of Proof** - The immediate supervisor may request that the employee present proof of the subpoena or attendance in court before authorizing payment of this leave.

**Fees** – Unless in violation of the Conflict of Interest provision, an employee may retain all fees received for jury duty, court attendance, or making a sworn deposition.

## **FAMILY & MEDICAL LEAVE ACT (FMLA)**

### **I. PURPOSE**

To enable employees to take up to (12) weeks unpaid leave of absence during a calendar year for the birth or adoption of a child or for the serious health condition of the employee or designated family members. All provisions of the Family and Medical Leave Act shall be complied with by the Authority.

### **II. ELIGIBILITY**

Employees with one year of service and with at least (1250) hours over the past twelve (12) months may be entitled to (12) weeks of unpaid leave per year. Employees may take the leave for the birth or adoption of child; (or foster care placement) to care for an immediate family member with serious health conditions: or when unable to work because of their own serious health condition. The Authority will maintain preexisting health coverage during the leave period. Once the leave period is concluded, the Authority will reinstate the employee to the same or equivalent job with equivalent pay, benefits, and other employment terms, provided that the employee returns to work within the twelve week period.

Employees wishing to take family or medical leave are required to provide advance notice of (30) days when the need for leave is "foreseeable".

### **III. SCOPE**

The FMLA applies to employees who have been employed for at least 12 months and have worked at least (1250) hours during the (12) months before the leave is requested.

### **IV. POLICY**

- A. Under the FMLA, an employee is entitled to up to (12) unpaid work weeks of leave during any (12) month period for three (3) reasons:
  - 1. Because of the birth of a child or placement of a child for adoption of foster case;
  - 2. Because of the serious health condition of a spouse, child (under 18 years or unable to care for themselves due to a disability) or parent; and
  - 3. Because of the employee's own serious health condition
  
- B. An employee who completes a period of leave under FMLA will be returned to the same position or to a position equivalent in pay, benefits, and other terms and conditions employment. However, the highest paid 10% of employees are not guaranteed reinstatement if reinstatement will cost the Authority substantial and grievous economic injury in such cases, the Authority will notify the employee as soon as the determination is made that reinstatement is not available.

- C. Employees who exercise their right to take leave under the FMLA will not lose any previously accrued seniority or employment benefits, but no such benefits will continue to accrue during the leave.
- D. Employees will be responsible for paying all health insurance premiums and life insurance premiums incurred during the period of unpaid leave, to the same extent as they paid before leave.
- E. All accrued, unused paid sick leave days must be used first as part of any leave of absence taken under FMLA. An employee may thereafter use accrued, unused annual leave days during the FMLA leave. For example, an employee who has accumulated five (5) days of paid sick leave and five (5) days of annual leave, and who requests a six week leave of absence under the FMLA, must take his/her first week as paid leave by using up the accrued sick days, has the option of taking the second week as paid leave by using upon the accrued annual leave days, and must take the remaining weeks as unpaid leave.
- F. Employees are required to report to Human Resources periodically on their status and intent to return to work. Monthly reporting is required for all leave periods of four weeks or more. Notice of intent to return to work two weeks prior to the actual date of return is required for all leave requests.
- G. For birth, adoption or foster care placement leave, an employee must provide thirty (30) days advance notice before the date on which the leave would begin. If the employee is unable to provide thirty (30) days notice for reason beyond his or her control, notice must be provided as soon as possible. Spouses who are both employed by the Authority who wish to take care of a newly arrived child are entitled total aggregate of (12) weeks. Leave maybe taken only within (12) months of the birth or placement of the child.
- H. For serious health condition leave, employees must provide thirty (30) days advance notice of a leave for a serious health condition or notice as soon as possible. If a leave is foreseeable because of planned medical treatment, employee must make a reasonable effort to schedule the treatment in a manner which does not disrupt the Authority's operations. In addition, in the event of a foreseeable medical treatment involving intermittent leave, the Authority reserves the right to transfer an employee temporarily to a different position with equivalent pay and benefits that better accommodate recurring periods of leave than the employee's regular position.
- I. For leave for a serious health condition of a spouse, child, parent or the employee, the Authority requires that an employee provides medical certification of the serious health condition. Failure to provide such certification will result in rejection of request for leave and, if leave is taken anyway, may result in termination. The medical certification shall specify the following:
  - 1. The date the condition began;

2. The probable duration of the condition;
  3. Appropriate medical facts regarding the condition;
  4. A statement that the employee is needed to care for a spouse, parent or child or is unable to perform his or her functions;
  5. An estimate of the time required for the leave; and
  6. In the case of intermittent leave, the dates and duration of treatments to be given;
- J. The Authority may require a second opinion of a serious health condition to be obtained at the Authority's expense. In the event of conflicting opinions, the Authority may pay for a third mutually agreed upon and final provider to offer a binding decision. The Authority may also require subsequent recertification as deemed necessary.

#### **IV. PROCEDURE**

- A. The employee must request the leave;
- B. If the leave is to care for a family member or due to the health condition of the employee, the employee must provide at least thirty (30) days notice before the leave is to begin, if possible. If the date of the necessary treatment requires leave to begin in less than thirty (30) days, the employee is to provide as much notice as possible;
- C. Employees requesting leave due to personal or family medical reasons must provide medical certification of need by a health care provider, and the Authority may require that the employee obtain the opinion of a second health care providers designated or approved by the Authority; and
- D. The Authority may require periodic reports during leave regarding the employee's status and intent to return to work.

## **V. BENEFITS**

- A. An employee must use unused accrued sick leave and may use unused accrued annual leave to cover some or all of the leave under the FMLA;
- B. The Authority will not pay into the retirement fund on behalf of the employee for any month while on leave without pay;
- C. Employee must continue to pay insurance premiums, to the same extent as before leave, in order for the Authority to maintain under any group health plan.

## **VI. REASONS FOR TAKING LEAVE**

Unpaid leave will be granted for any of the following:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has serious health conditions; or
- for a serious health condition that makes the employee unable to perform the employee's job

Employees must use the Authority' s FMLA forms and will be responsible for ensuring that their health care providers use the Authority's FMLA forms.

The leave shall be unpaid, except that employees must first use their accumulated sick leave, personal, and annual time at the state of the leave and this time shall be considered as part of the twelve week entitlement. Annual time and sick time will not accrue while on FMLA leave.

The employee returning from FMLA leave when the duration was for 30 days or more will be required to submit medical certification from their health care provider for fitness for duty.

The employee, upon returning from the FMLA leave (within the twelve week period), shall be restored to the same or equivalent position which he/she was in before FMLA leave started, unless the employee is designated a key employee, pursuant to the FMLA regulations.

After the twelve week period is over, an employee will no longer be considered to be on FMLA leave. If additional time off is needed, the employee must request unpaid personal leave. After twelve weeks off work, the employee may return to work to a comparable position if one is available. In any event, however, an employee who has been absent from work for six consecutive months shall be subject to termination.

The Authority will maintain an employee's group health insurance coverage for an employee on FMLA leave under the same terms as if the employee was actively working, during the twelve week entitlement period; however, if an employee is allowed to remain on leave beyond this period, the employee will have the option of canceling the insurance or paying the insurance premium at the group rate in accordance with COBRA.

In the event, an employee who chooses to pay the insurance premium, but fails to make timely payments, his/her insurance will be canceled.

Additionally, in the event that an employee does not return to work at the Authority at the expiration of his/her FMLA leave, the Authority reserves the right to recoup the equivalent amount of money that was paid for insurance coverage while the employee was on FMLA leave.

Except for emergency leave, any employee who takes a leave of absence without submitting the Request For Family/Medical Leave form within ten (10) calendar days of the leave will be considered on unauthorized leave of absence and subject to disciplinary action, up to and including termination.

The Director of Human Resources will be responsible for administering FMLA policy, and will contact the employee once the final approvals have been granted.

An individual who feels that his or her rights under FMLA have been violated may contact the Authority's director of Human Resources.

### **MATERNITY LEAVE**

Maternity leaves shall be treated initially as a medical leave under the Family Medical Leave provision. An employee must submit written notification of pregnancy to the Supervisor then to the Executive Director prior to the end of the first trimester of pregnancy or as soon as the employee becomes aware of the pregnancy. This notice must be accompanied by a physician's statement verifying the pregnancy. This form can be obtained from the Human Resources Department.

A pregnant employee must submit a request for a Maternity Leave at least three (3) months prior to the anticipated birth of the child.

Maternity Leave shall be granted for a maximum period of six (6) months. However, employees are eligible for reinstatement prior to the expiration of the Maternity Leave provided a written request for reinstatement is submitted to the Director of Human Resources, and a physician's statement accompanies the request certifying ability to return to work. The reinstatement request must be submitted no less than two (2) weeks prior to desired date of return.

The reinstatement must then be approved by the Executive Director. Upon approval, the employee will be permitted to return without penalty to the position held prior to the Maternity Leave.

## **VI. REINSTATEMENT**

1. Employees must notify the Authority when they have been released or can return and must request reinstatement;
2. Upon returning to duty after leave, the employee will be returned to the same position

or an equivalent position that was held at the time was granted, if possible;

3. Failure to report at the expiration of leave, unless medically documented will be considered as a resignation;
4. Reinstatement from a medical reason associated with the employee must include a physician's authorization to return to work;
5. Where restoration to employment will cause substantial and grievous economic injury to the Authority's operations, the Authority may refuse to reinstate "key" employees after using leave during which health coverage was maintained;
6. Restoration may be denied to any employee if the Authority would not otherwise have been employed at the time reinstatement is requested.

### **THE AMERICANS WITH DISABILITY ACT**

The Americans with Disability Act (ADA) was signed into law on July 26, 1990. In accordance with the Act, the Housing Authority of the City of Gary, Indiana, shall hire, promote, train, and compensate employees based on personal competence and potential for advancement. The Act prohibits discrimination against "qualified individuals with disabilities".

The Housing Authority of the City of Gary, Indiana shall not discriminate against people with disabilities in regard to any employment practices, terms, conditions, or privileges of employment. All aspects of employment process are covered by the Act including:

application	promotion	testing
medical examination	hiring	lay offs
assignments	termination	evaluation
compensation	disciplinary	leave of absence
training	benefits	

The Authority shall provide reasonable accommodations which will permit disabled persons to work and advance in careers. Further, any contracts or business arrangements that discriminate against the disabled are prohibited. All requests and comments should be directed to the Director of Human Resources. This employee, in consultation with the Executive Director, is responsible for handling all ADA issues.

## **MILITARY LEAVE**

### **I. PURPOSE**

To enable employees to receive time away from work to serve in any branch of the military service of the United States of America and to comply with applicable law.

### **II. SCOPE**

This policy applies to regular full-time, non-probationary employees of the Authority.

### **III. POLICY**

A full time regular status employee who voluntary enters or is drafted into military service shall take a military leave of absence. The employee shall present, prior to the leave, written evidence of their call to service or orders and written confirmation of their intentions to return to employment upon separation from service. Upon return from service, the employee will be eligible for re-employment and will be reinstated in the same or substantially similar position.

#### **A. MILITARY ENLISTMENT**

A regular employee who voluntary enters or is drafted into the military service during the time of war or any period of national emergency as declared by the United States Government for reason of national defense shall remain on the employment rolls for a period of no more than one year. Should the tour of duty extend past one year, the employee must submit a written application for extended military leave to the Executive Director.

**B. RESERVE CORPS OR NATIONAL GUARD** A full time regular status administrative employee with at least six (6) months of employment with the Authority who is a member of the National Guard or Reserve Corps of the United States shall be entitled to leave with pay, not to exceed eighteen (18) working days, while engage in active duty with their military unit. Such time off will not be considered vacation time. During such military leave, the employee shall be paid their entire salary.

## **EMPLOYEE ASSISTANCE PROGRAM**

### **I. PURPOSE**

To provide employees and their families with counseling services.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

The employee assistance program is designed to provide the Authority's employees and their families with confidential counseling service. This service is provided by the Authority at no expense to the employee. It helps employees with problems pertaining to:

Alcoholism  
Depression  
Drug Abuse

Finances  
Gambling

Anger Management

Job Harassment

Legal matters

Marriage/Family

Obesity or Excess Weight

Personal Relationships

## **EMPLOYEE EDUCATION, TRAINING AND CONFERENCES**

### **I. POLICY**

To encourage the development of Authority employees through education and training.

### **II. SCOPE**

This policy applies to all employees of the Authority.

### **III. POLICY**

#### **A. GENERAL**

In addition to the specific training that may be allowed, the employee education and training programs shall be designed to enhance an employee's ability to perform present duties and increase the employee's potential for future service. The Authority will develop and provide access to internal training programs and will provide opportunities for employees to attend external training programs.

#### **B. INTERNAL TRAINING PROGRAMS**

1. All internal training will be channeled through the Human Resources Department with the input of the Department Directors and Managers. Employees are encouraged to provide their input on desired educational programs and training to the Human Resource Director or their Department Director.
2. Individual Departments are encouraged to develop training programs relating to their specific operations. Moreover, Department Directors shall ensure that an adequate and appropriate program of annual training is developed and implements for each employee in their department. The Human Resources Department is available to assist departments in planning, coordinating and implementing such programs.
3. For new employees and newly appointed supervisors or managers, mandatory orientation sessions will be held on a monthly basis. Information concerning the functions of the Authority and its policies and procedures will be presented at these orientation sessions.

#### **C. EXTERNAL TRAINING AND EDUCATION**

1. Many training and education programs are offered by agencies outside of the Authority. The Executive Director or designee may authorize an employee's attendance with or without pay at job-related conventions, training sessions and other functions;

**D. EMPLOYEE PAYBACK AGREEMENTS**

1. The Authority at times will provide employees with very specialized training at great expense to the Authority. In these cases, the employee may be asked to sign an Employee Payback Agreement form.
  
2. This form will provide an agreement between the Authority and the individual stating a length of time that employee is expected to continue employment with the Authority based on the investment given in training and an agreement of reimbursement to the Authority if the selected individual chooses to voluntarily terminate employment with the Authority before the agreed time.

## **INSURANCE PROGRAMS**

### **I. PURPOSE**

To summarize group insurance and other insurance programs the Authority offers.

### **II. SCOPE**

This policy applies to eligible employees of the Authority.

### **III. POLICY - GROUP INSURANCE**

The Authority provides health insurance for eligible employees and their dependents. The Human Resources Department has details of current plans available.

#### **A. Eligibility**

An employee must be employed for a period of thirty (30) days to be eligible for health insurance. The health insurance becomes effective on the first of the month following satisfactory completion of the thirty (30) days of employment during the probationary period. In the case where both spouses are employed by GHA, only one family plan is provided.

#### **B. Insurance Coverage - Leave of Absence**

An employee on an unpaid leave may continue insurance coverage through the Authority at the employee's own expense.

#### **C. Enrollment Information**

1. Health insurance coverage for an employee who separates from the Authority's employment for any reason shall terminate on the last day of the month in which the employees separates or as specified by the Consolidate Omnibus Budge Reconciliation Act.
2. An employee who retires under the Authority's pension plan shall be allowed to retain the authority's health insurance coverage at his/her own expense.

#### IV. POLICY - LIFE INSURANCE

The Authority provides group life and accidental death and dismemberment insurance for eligible employees. This coverage is provided, along with the employee's group health insurance, at no additional cost to the employee.

- A. **Eligibility** - An employee must be considered a regular full-time employee to be eligible. Life Insurance becomes effective on the first of the month following satisfactory completion of the new employee probationary period;
- B. **Application for Coverage** - The employee must complete the Group Insurance Enrollment card at the time of initial employment;
- C. **Changes in Coverage**
  - 1. When an employee's salary changes, the level of insurance coverage will be adjusted accordingly;
  - 2. The employee must complete a CHANGE OF BENEFICIARY/NAME FORM each time the employee desires to change the beneficiary or when the employee's name changes.
  - 3. An employee on unpaid leave of absence may continue insurance coverage through GHA at the employee's own expense;
- D. **Enrollment Termination** - Life Insurance coverage for an employee who separates from GHA employment for any reason shall terminate on the last day of the month in which the employee separates or as specified by the Consolidated Omnibus Budget Reconciliation Act.

#### V. POLICY - WORKER'S COMPENSATION CLAIM

The Authority carries insurance to cover the cost of work-incurred injury or illness. Benefits help pay for an employee's medical treatment and for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances in each case. To be assured of maximum coverage, all work-related accidents must be reported immediately to the Human Resources Department so the Authority can file a timely claim.

## **FRINGE BENEFITS**

### **I. PURPOSE**

To assist eligible employees with benefits other than their salary

### **II. SCOPE**

All regular, full-time employees

### **III. POLICY**

#### **A. RETIREMENT PLAN**

As a condition of employment, it is mandatory that all regular employees participate in a non-contributory retirement fund. It is the Authority's responsibility to procure and manage the fund. Employees are eligible to participate after completion of the ninety (90) day probationary period.

#### **B. CONTRIBUTIONS**

The Authority contributes a percentage of each employee's monthly salary into an individual, interest bearing retirement account. Employees are offered several investment options including a guaranteed interest, fixed fund, equity fund, or a money market fund. Further information on any of the investment options can be obtained through the Director of Human Resources.

#### **C. VESTING**

Participant employees shall become vested by the following schedule. All employees, however are 100% vested when they reach their 55<sup>th</sup> birthday, regardless of their years of service:

Less than 1 year:	50%
1 year but less than 2:	60%
2 years but less than 3:	70%
3 years but less than 4:	80%
4 years but less than 5:	90%
5 or more years:	100%

#### **D. RETIREMENT BENEFITS**

Normal retirement is considered the first month following the 65<sup>th</sup> birthday. Early retirement is considered the first month following the 55<sup>th</sup> birthday. Postponed retirement is considered retirement after the 66 \* birthday, hi either event, the employee may opt for cash or monthly income retirement payments.

**E. TERMINATION OF EMPLOYMENT**

Upon termination of employment prior to retirement, an employee may receive his/her vested portion under any of the following arrangements: cash, monthly income (if age 55 or older), or leave funds in the plan.

**F. ELIGIBILITY OF RETIREMENT**

Employees who are fifty-five (55) years of age or older are eligible to retire and receive benefits under current retirement plan. The Employee must follow the procedures outlined under the Resignation section of the Personnel Policy Manual.

## STANDARDS OF CONDUCT AND CORRECTIVE ACTION

### STANDARDS OF CONDUCT

#### A. Statement of Policy

It is the policy of the Authority that certain rules and regulations regarding employee behavior are necessary for the efficient operation of services and for the benefits and safety of all employees. Conduct that interferes with services, discredits the Authority, or is offensive to residents, fellow employees, or the general public will not be tolerated and is subject to disciplinary action including suspension and/or termination.

#### B. Implementation

1. Conduct Expected of Employees - All employees are expected to conduct themselves and behave in a manner conducive to the efficient operation of the Housing Authority. Such conduct includes:
  - a. Reporting to work punctually as scheduled and being at the proper workstation, ready for work, at the assigned starting time.
  - b. Notifying the supervisor in advance when the employee will be absent from work or is unable to report for work on time.
  - c. Complying with all City, Federal, and State safety regulations.
  - d. Smoking only at times and in places not prohibited by ordinances and laws.
  - e. Wearing clothing appropriate for the work being performed and for the place in which the work is being performed.
  - f. Eating meals only during meal periods and only in properly designated areas.
  - g. Maintaining work place and work area cleanliness and orderliness.
  - h. Treating all citizens, visitors, and fellow employees in a courteous manner.
  - i. Refraining from behavior or conduct deemed offensive, or undesirable, or which is subject to disciplinary action.
  - j. Performing assigned tasks efficiently and in accordance with established quality standards.
  - k. Reporting to management suspicious, unethical, or illegal conduct by fellow employees, suppliers, or any others. In those instances where the employee feels that his/her immediate supervisor may be involved in such conduct the employee shall proceed directly to the Director of Human Resources or Executive Director to file a confidential report.
  
2. Work Rules and Penalties - The purpose of having work rules and disciplinary procedures are to protect the rights and property of the Authority and its employees, and to ensure the orderly operation of the Authority. These rules DO NOT constitute a contract of employment. By promulgation of these rules, management expects each employee to know what is expected of him/her and to understand the Authority's disciplinary procedures. Violations of the Authority's rules are grouped into three categories:

Group A – The most serious. A first offense in this group will generally warrant immediate discharge.

Group B – Slightly less serious. A first offense in this group may warrant a disciplinary suspension.

Group C – Serious offenses in this group will generally follow the full ranges of the disciplinary procedure.

3. The following rules are not necessarily all inclusive of the required discipline, proper standards of conduct, or obligations of employees. The Authority, therefore, shall when it deems it to be appropriate, establish additional rules. New situations develop constantly, and it is to be understood that the Authority reserves the right to change, suspend, or cancel all or any part of these rules as circumstances may require.
4. The following rules for Group A, Group B, and Group C have been formulated so as to avoid legal words and phrases as much as possible. The contents are presented as a matter of information only and are not to be construed as a contract between the Authority and its employees nor are they to be construed as containing all possible circumstances. Whenever the masculine gender is used, it shall also mean the feminine gender wherever it is consistent with the context.

**a. Group A Rules**

A-1 No employee shall steal or misappropriate any property belonging to the Housing Authority, any employee of the Authority, any contractor working for the Authority or working on the Authority's property, or any visitor. The employee will be responsible for reimbursing any injured party.

A-2 No employee shall willfully or negligently destroy, deface, or misuse the Authority's property, tools, machinery, materials, products, processes or equipment, or that of any contractor, visitor, or other employee.

A-3 No employee shall open, remove, or tamper with locks or seals of the Authority's property without proper authorization.

A-4 No employee shall willfully or negligently violate any government regulations or directive, including direct verbal instructions of any authorized personnel.

A-5 No employee shall remove, possess, control, or take Authority's property from the premises without prior authorization from the Authority.

A-6 No employee shall willfully or negligently falsify information on any document – regardless of local, state, or federal record, including, but not limited to: employee applications, personnel records, medical records, production records, inventory records, payroll records, resident information, invoices, claims, requisitions, vouchers, cash records, billing records, certifications, licenses, etc.

A-7 No employee shall instigate a fight or cause or attempt bodily injury to another employee, visitor, contractor, resident, or any individual on the Authority's premises or while conducting the Authority's business regardless of the location.

A-8 No employee shall engage in an illegal act while on the Authority's premises, while operating Authority vehicles, or while conducting the Authority's business regardless of the location.

A-9 No employee shall possess any dangerous and lawful or unlawful weapon, specifically but not limited to, any firearms, explosives, the use of any vehicle in a manner that could cause injury or death to another or to the employee, while on the Authority's premises, or while conducting the

Authority's business regardless of location. The unauthorized possession of an illegal or dangerous weapon on the Authority's property or while conducting business on behalf of the Authority regardless of the location is strictly prohibited.

A-10 No employee shall possess, use, sell, distribute, manufacture, or be under the influence of illegal drugs and narcotics, and drug paraphernalia, regardless of whether on or off Authority premises, on or off Authority time, and in Authority vehicles. All employees are prohibited from the use of alcoholic beverages on Authority premises, in Authority-owned vehicles, and on Authority time, regardless of the location. All employees are also prohibited from conducting Authority business while under the influence of illegal drugs/and or alcohol. This prohibition also pertains to breaks, meal periods, and consumption of these items prior to reporting for work as well as during work hours. Failure to submit to a required medical or physical examination or test to detect current alcohol or drug use is grounds for discharge or suspension.

A-11 No employee shall possess any stolen property while on the Authority's premise or while conducting the Authority's business regardless of location.

A-12 No employee shall engage in illegal or unauthorized gambling on the Authority's premises or while conducting the Authority's business regardless of the location.

A-13 No employee shall be insubordinate or refuse to carry out orders of supervision unless the orders are illegal or imminently dangerous to life or limb.

A-14 No employee shall manipulate or tamper with the time clock procedure for himself or herself or any other employee.

A-15 Harassment of any nature will not be tolerated.

- Harassment of an employee or resident can lead to disciplinary action up to and including termination.
- Hindering and hampering the investigation of a harassment charge will lead to termination.
- Retaliating against an individual who is assisting GHA in the investigation of a harassment charge will lead to termination.

A-16 No employee shall fail to report any illegal resident violations in a timely manner.

A-17 No employee shall solicit or accept gratuities from vendors as an inducement or an award for a contract. All practices in this area must be in compliance with the guidelines set in 24 CFR 85.36(i)(4).

A-18 No employee shall disclose confidential information to unauthorized persons, agencies, or companies.

A-19 No employee shall be absent for three consecutive workdays or more without notifying his/her supervisor.

A-20 No employee shall walk off the job, or otherwise leave his assigned work area during working hours without notifying his supervisor and receiving permission to do so.

**b. Group B Rules**

B-1 No employee shall coerce, abuse, intimidate, insult, or threaten the physical safety of another employee, visitor, or any other individual on the Authority's premises, or while conducting the Authority's business regardless of the location.

B-2 No employee shall engage in improper conduct while on the Authority's premises or while engaged in acts or conduct on behalf of the Authority or while conducting the Authority's business regardless of the location.

B-3 No employee shall willfully or negligently create, or fail to report immediately, any unsafe condition or act which may affect him or others.

**c. Group C Rules**

C-1 All supervisors shall treat all employees with dignity and respect

C-2 All employees shall treat all supervisors with dignity and respect.

C-3 Employees shall notify his/her supervisor when he/she will be absent.

C-4 Employees will avoid tardiness and excessive absenteeism.

C-5 Employees will report to work properly attired to perform job duties.

C-6 No employee will falsely report to be ill or injured.

C-7 Employees will not work overtime without prior permission.

C-8 Employees will not use defamatory, disruptive, threatening, or obscene language.

C-9 Employees will not use GHA's physical properties, information, influence, or position for private advantage or personal gain.

C-10 Employees are to report injuries, accidents, or unsafe working conditions immediately to a supervisor.

C-11 Employees will not engage in a strike, slowdown, work stoppage, or concerted job action.

C-12 Employees will not damage GHA's reputation and the public's trust through unbecoming conduct, including criminal convictions, during work or non-work hours.

## **CORRECTIVE ACTION**

### **I. PURPOSE**

To set forth general supervisory guidelines for a corrective action process aimed to document and correct undesirable employee behavior.

### **II. SCOPE**

This policy applies to all employees

### **III. POLICY**

The Authority seeks to establish and maintain standards of employee conduct and supervisory practices which will, in the interest of the Authority and its employees, support and promote effective business operations. Such supervisory practices include administering corrective action when employee conduct or performance problems arise. Major elements of this policy include:

- A. Constructive effort by the supervisor to help employees achieve fully satisfactory standards of conduct and job performance.
- B. Correcting employee shortcomings or negative behavior to the extent required.
- C. Notice to employees through communicating this policy that discharge will result from continued or gross violation of employee standards of conduct or unsatisfactory job performance.
- D. Written documentation of disciplinary warnings given and corrective measures taken.
- E. Documentation of corrective action will become a permanent part of the employee's personnel record.
- F. While progressive discipline is encouraged, it is not required. Nothing contained in this Policy with respect to progressive discipline shall be construed to modify the at-will nature of employees' employment with the Authority.

### **IV. OPTIONS FOR CORRECTIVE ACTION**

If an employee's performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of GHA, based on violations either of the above or any other GHA policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including dismissal. While progressive discipline is encouraged, it is not required. Types of discipline may include, but are not limited to:

**A. Oral Warning** – For infractions the Authority deems to be minor, the employee may, at a minimum, be issued an oral warning. If the situation does not improve within a reasonable time (not longer than three months, depending on the seriousness of the issue), the supervisor may repeat the measure, or implement a more severe option. Supervisors must document oral warnings issued to employees by making memorandum to the employee's file, dated and signed by the supervisor, and briefly describing the employee's unacceptable performance or conduct and how it fails to meet the Authority's policies.

**B. Written Warning Notice** - For repeated minor infractions, or a more substantial infraction, the employee may, at a minimum, be issued a written warning. The Department Director must approve the written warning prior to it being given to the employee. If the situation does not improve with a reasonable time (not longer than three months, depending on the seriousness of the issue), the supervisor may report the measure or take steps to discharge the employee. Written warnings should:

1. Be dated;
2. Be signed by the person preparing the warning;
3. Thoroughly describe the employee's unacceptable performance or conduct and how it fails to meet GHA's policies;
4. Specify the potential consequences of further unacceptable performance or conduct;
5. Note that the action will be placed in the employee's personnel file; and
6. Advise the employee that an attachment may be made to the action, outlining the employee's point of view.

The written warning notice may be prepared following a corrective action discussion with the employee, or depending on the circumstances, may be issued without an oral warning. The employee should be asked to sign the notice, acknowledging receipt. Failure to sign the notice (acknowledging receipt) may result in termination. Three copies of the notice will be distributed as follows: (1) to the employee; (2) to the supervisor; and (3) to the Human Resources Department for placement in the employee's personnel file.

**C. Discharge** - For infractions management deems to be sufficiently serious, or for failure to respond appropriately to prior corrective action, discharge is appropriate. The approval of the Executive Director must be obtained prior to the discharge of an employee under any circumstances.

## V. OTHER OPTION FOR CORRECTIVE ACTION - SUSPENSION

- A. **WHEN WARRANTED** - Suspension of an employee may be warranted when discharge appears possible. Suspension may be investigative to remove an employee from a problem situation and allow the Authority to conduct a thorough confidential investigation, or disciplinary, as a corrective action which should be used sparingly.
- B. **APPROVAL OF SUSPENSIONS** - Whether investigative or disciplinary, the supervisor may recommend suspension of the employee and the Department Director, the Director of Human Resources and the Executive Director must approve such suspension.
- C. **PAID/UNPAID** - Investigative suspensions are generally paid, but may be unpaid at the discretion of the Human Resources Director. Disciplinary suspensions are always unpaid. Personal leave and sick leave are not to be accessed during the time of disciplinary suspension.
- D. **SPECIAL PROBATION** - Employees placed on disciplinary suspension will be placed on a 90-day probation following their return to work.

## **CONFLICT OF INTEREST**

### **I. PURPOSE**

To protect and promote the integrity of the Authority's Information, services and employee efforts.

### **II. SCOPE**

This policy applies to all employees

### **III. POLICY**

- A. Employees are expected to devote their best efforts to the interest of the Authority and the conduct of its affairs. The Authority recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to the Authority's business. However, a policy of full disclosure will be followed to prevent potential conflicts of interest from arising.
- B. The Authority shall not exert pressure on employees to spend personal income in order to raise funds or for any other cause. Employees may sponsor fund-raising programs as may be considered in the public interest. However, this may be done only with the advance approval of the Executive Director. The Authority encourages employee participation in recognized community campaigns.
- C. Any employee of the Authority who, while on the Authority's payroll, solicits, requires, receives, or is promised through bequest or any other means any item of monetary value from any resident in any public housing program, shall notify the Executive Director in writing within ten (10) days of acquiring knowledge of same. Such notice shall include information as to the total value of items(s) involved and a detailed outline of circumstances which generate it. Failure to submit such notice within the time specific shall constitute insubordination and grounds for disciplinary action, up to and including termination, as may be deemed appropriate.
- D. No employee or officer shall knowingly have any interest, direct or indirect, in any property included or planned to be included in any project of the Authority. No employee or officer of the Authority shall knowingly have any interest in any firm or organization doing business with the Authority during his or her tenure and for period of two (2) years thereafter. If such interest was acquired prior to his or her employment, he or she shall disclose the same in writing to the Executive Director within thirty (30) days of employment.

- E. Approved outside employment (for approval standards and procedures, see IV below) is permitted as long as such employment does not conflict with duties and responsibilities of the employee's job at the Authority and so long as the facilities and equipment of the Authority are not used. Each approval of outside employment must be renewed annually at the employee's anniversary date. Failure to obtain written approval of outside employment from the Executive Director may result in disciplinary action up to and including termination.

#### **IV. PROCEDURES**

While describing all the circumstances and conditions which might develop is impossible, the following is set forth to guide employees:

##### **A. Outside Employment**

1. Employees have an obligation to devote their full time to employment with the Authority and may not engage in any outside work without full disclosure to and approval of the Executive Director.
2. No outside work may be done during regular office hours. No Authority facilities, equipment, labor or supplies are to be used to conduct any outside work.
3. No employee may engage in outside work that will interfere with his or her primary job with the Authority. No employee will engage in any activity of a nature that is in some way hostile or adverse to the Authority.
4. Any employee doing any outside work is under an obligation to advise his or her client that the work is in no way, by, for, or in the name of the Authority.
5. A request for approval for outside employment will be completed annually by all employees covered by the scope of this policy as a continuing reminder and control on this important subject. The request will be retained in the employee's personnel file.

##### **B. Relationship with Another Business**

1. No employee or officer shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Authority.
2. If an employee, spouse or other member of an employee's immediate family is engaged in business with the Authority, it must be disclosed to the Executive Director.

**C. Financial/Investment Relationship**

1. No employee of the Authority may accept a retainer, commission, consulting fee, or any other fee arrangement or remuneration without full disclosure to and approval of the Executive Director.
2. No employee, or any close family relative, may directly or indirectly borrow from, lend to, invest in, or engage in any financial transaction with a potential customer, client, or supplier of the Authority.

**D. Receipts of Gifts**

1. No GHA employees shall solicit or accept anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the official action or judgment of the employee would be influenced thereby. If not otherwise prohibited under the paragraph 1, above, no gift with a value of over \$25.00 may be accepted by any GHA employee. If not otherwise prohibited under the paragraphs 1 and 2, above, the receipt of any gift by a GHA employee must be disclosed in writing to the Executive Director within five (5) business days. This disclosure must explain the reasons for the gift (ex. unsolicited holiday gift its description, the giver, the date received, and approximate value. The Executive Director, in his or her sole discretion, will determine whether it is appropriate for the recipient to keep the gift.

**E. Use of Information**

No employee or officer shall disclose or use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit for the personal gain or benefit of any other person or business entity.

Any questions regarding a possible conflict of interest or outside work should be discussed with the immediate supervisor or with the Human Resources Director.

Failure to disclose or discuss information related to any of the above points may result in disciplinary action up and including termination.

## **WORK PLACE THREATS AND VIOLENCE**

### **I. PURPOSE**

To enhance the safety and security of the Authority's employees, visitors, and guests by detecting and addressing threats and occurrences of workplace violence.

### **II. SCOPE**

This policy applies to all employees of the Authority.

### **III. POLICY**

#### **A. GENERAL**

Violence or threats of violence by any person on Authority property will not be tolerated. Violations of this policy will lead to disciplinary action, up to and including dismissal. The Authority, in appropriate circumstances, will seek arrest and prosecution of the offending person. Threats of violence will be addressed, regardless of whether made in person, over the phone, in writing or through e-mail. For purposes of this policy, "threats of violence" include willfully, maliciously, and repeatedly following or harassing another person. For purposes of the previous sentence, "harass" means to engage in a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose.

#### **B. REMOVAL FROM PROPERTY & FOLLOW-UP ACTION**

1. Any person who make threats of violence, exhibits threatening behavior, or engages in violent acts (orally or physically) on Authority property shall be removed from the premises as quickly as safety permits and shall remain off Authority property pending the outcome of an investigation by the Human Resource Department or designee.
2. The Authority will respond appropriately to such threats, behavior or acts. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension, or termination of employment, and/or criminal prosecution of the person or persons involved.

- C. INTERACTION WITH OTHER POLICIES** - No existing Authority policy, practice, or procedure shall be interpreted to prohibit decisions designed to take action as outlined above, or to prevent a threat from being carried out, a violent act from occurring or a life threatening situation from developing.

- D. EMPLOYEE RESPONSIBILITIES** - All Authority personnel are responsible for notifying the management representative designated below of any threats that they have received or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related, might be carried out on an Authority controlled site, or is connected to Authority employment. Employees are responsible for making a report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or person who has threatened or was the focus of the threatening behavior. If the designated management representative is not available, employees should report the threat to their supervisor or another member of the management team.
- E. PROTECTIVE ORDERS** - All individuals who apply for or obtain a protective or restraining order which lists Authority locations as being protected areas, must (unless prohibited from doing so by the terms of a judicial order) provide to the designated management representative a copy of the petition and declaration used to seek the order, a copy of any temporary protective or retaining order which is granted, and a copy of any protective or restraining order which is made permanent. The Authority understands the sensitivity of the information requested and has developed confidentiality procedures that recognize and respect the privacy of the reporting employee (s).
- F. WORKPLACE VIOLENCE DESIGNATED MANAGEMENT DESIGNEE**

Gary Housing Authority

Attn: Human Resources Director

578 Broadway, Gary, IN 46402

Phone: (219) 881-6410

## **HARASSMENT, INCLUDING SEXUAL HARASSMENT**

### **I. PURPOSE**

To establish the Authority's position on the subject of harassment, to set forth guidelines for handling violations of the policy and to specify the related complaint handling procedure.

### **II. POLICY**

The Housing Authority will not tolerate harassment of employees by anyone, including any commissioner, supervisor, co-worker, vendor, resident, or tenant. Violation of this policy may subject the violator to disciplinary action, up to and including termination.

### **III. PROHIBITED CONDUCT**

A. Harassment – consists of unwelcome conduct, whether verbal, physical or visual, based upon a person's sex, national origin, age, medical condition, marital status, veteran status, citizenship status, sexual orientation, presence of any physical, mental, or sensory disability, or other basis protected by State or Federal civil rights law.

Harassment can take many forms and may include verbal abuse, slurs, comments, jokes, innuendoes, unwelcome compliments, pictures, cartoons, pranks, or other verbal or physical conduct which:

- 1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- 3) otherwise, unreasonably affects an individual's employment opportunities.

B. Sexual harassment is a type of harassment. It occurs when the verbal and physical conduct described above is sexual in nature or is gender based, that is, directed at a person because of his/her gender. Sexual harassment exists in the workplace when:

- 1) submission to the conduct is either explicitly or implicitly a term or condition of employment
- 2) submission to or rejection of the conduct is used as a basis for an employment decision affecting such individual; or
- 3) the conduct unreasonably interferes with the individual's job performance or creates a work environment that is intimidating, hostile, or offensive.

Examples of sexually harassing conduct prohibited by the Gary Housing Authority include, but are not limited to:

- a) Physical assault or unwelcome touching, such as pats, squeezes, repeated brushing against someone's body, or impeding or blocking normal work or movement;
- b) Unwanted sexual advances, or direct propositions of a sexual nature.
- c) Direct or implied threats that submission to sexual advances will be a condition of employment, work status, or promotion; exerting pressure

for sexual favor and /or basing employment decisions (such as performance evaluations, work assignment, or advancement) upon the employee's acquiescence to sexually harassing behavior in the work place.

- d) Subtle pressure for sexual activity, an element of which may be conduct such as repeated and unwanted staring;
- e) Unwelcome verbal behavior, such as sexually explicit statements, questions, jokes, anecdotes, slurs, comments, suggestions or derogatory remarks about sex;
- f) Visual harassment, such as posting or sexually explicit, suggestive or derogatory pictures, cartoons, or drawings, even at one's own work station;
- g) A pattern of conduct that would intimidate, offend, and/or humiliate a reasonable person at whom the conduct was directed, that includes one or more of the following:
  - i. unnecessary touching, such as hugging;
  - ii. remarks of a sexual nature about a person's clothing or body; or
  - iii. remarks about sexual activity or speculation about previous sexual experience
- h) E-mail messages
  - i. Employees should exercise sound judgment when distributing electronic messages.
  - ii. E-mails and documents forwarded should not contain sexual overtones.
  - iii. E-mail messages must contain professional and appropriate language at all times
  - iv. Employees are prohibited from sending abusive, harassing, intimidating, threatening, discriminatory or otherwise offensive messages via email.
  - v. Sending the above mentioned messages via email will result in disciplinary action up to and including termination.
- i) Voice mail messages
  - i. Employees should exercise sound judgment when leaving voice mail messages
  - ii. Voice mail messages should not contain sexual overtones.
  - iii. Voice mail messages must contain professional and appropriate language at all times
  - iv. Employees are prohibited from sending/leaving abusive, harassing, intimidating, threatening, discriminatory or otherwise offensive messages via voice mail.
  - v. Sending the above mentioned messages via voice mail will result in disciplinary action up to and including termination.

### C. THE HOUSING AUTHORITY'S POLICY REGARDING DEPARTMENTS

1. Housing Authority directors and supervisors shall take all steps necessary to prevent harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, posting this policy in a prominent place and informing employees of their "right to raise" and "how to raise" the issue of harassment.

2. Housing Authority directors may also be responsible for the acts of non-employees in the workplace where the department management knows or should have known of the conduct and failed to take immediate or appropriate corrective action.

#### **D. COMPLAINT PROCEDURE**

1. Any employee who feels that he/she has experienced or witnessed harassment of any nature should immediately identify the offensive behavior to the harasser, and request that it stop. If an employee is uncomfortable in addressing the matter directly with the harasser; or if he/she does so, and the behavior does not stop, then, the employee should discuss the matter immediately with his/her Director, the Human Resources Director, his/her Supervisor, or any Supervisor with whom he/she feels comfortable.  
**Supervisors and managers who receive a complaint shall contact the Human Resources Director.** The complaint will be treated in a confidential manner to the extent feasible.
2. Employees who have been harassed, but wish to remain confidential cannot impute liability to the Gary Housing Authority.
3. An employee who initiates a complaint of harassment will not be subject to any retaliatory action. Also, there will be no retaliation against employees for assisting GHA in the investigation of a complaint.
4. However, if after investigation any complaint of harassment or unlawful discrimination the GHA learns that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action up to and including termination, may be taken against the individual who provided the false information.
5. The Human Resource Department shall conduct a prompt, impartial, discreet, and thorough investigation of all circumstances surrounding the alleged harassment. The investigation shall be completed within a reasonable period of time.
6. If it is determined after an investigation by the Human Resources Department that any supervisor, agent, or other employee has engaged in harassment in violation of the Authority's policy, he/she will be subject to the appropriate disciplinary action, up to and including termination. The Authority shall treat harassment as a Group A offense, the most serious, which is subject to the Authority's disciplinary procedure. Upon completion of the investigation, appropriate parties will be notified of the findings.

Any questions regarding this policy should be addressed to the Human Resources Department.

## **ATTENDANCE CONTROL**

### **I. PURPOSE**

To provide a method to monitor employee attendance to maintain efficient operations.

### **II. SCOPE**

This attendance control policy applies to all employees

### **III. POLICY**

**A. ATTENDANCE GOAL** - Every employee has the responsibility to maintain a good attendance record. The Authority seeks to achieve an overall record of greater than 98% attendance is scheduled working hours for all employees combined, measured over a year or longer.

**B. SUPERVISOR'S RESPONSIBILITY** - Supervisors will exercise the primary management level responsibility to control employee attendance. Excessive employee absence and/or lateness are undesirable performance factors that will be managed by supervisors according to the procedures below.

### **IV. DEFINITIONS**

**A. ABSENCE** - An absence is defined as any absence from work during scheduled working hours, excluding absence from work-incurred injuries or bereavement leave, FMLA leave, jury duty or military leave of absence.

**B. LATENESS** - Any employee not working by their designated start time is considered late.

**C. PROCEDURE** - Supervisors will administer the attendance standards and procedures outlined below, regardless of employee position, eligibility for sick leave benefits, or length of service.

**D. ATTENDANCE STANDARDS** - Supervisors will seek to maintain an attendance level among employees which, when measured Authority-wide, results in an average of no more than five (5) days absence per employee, measured over a year.

#### **E. NOTIFICATION**

- 1. Advance Notice** - Employees are required to give their supervisors advance notice, when possible, of lateness or absence. If advance notice is not possible, notification by phone must be given by the employee to his/her supervisor within 30 minutes following the start of the employee's assigned shift or as soon as possible thereafter.

2. **Employee to Maintain Contact** - Employees are required to maintain contact each day with their supervisors for any period of absence beyond one day, unless the employee has provided a doctor's certification covering a specified period. Frequency of contact between employee and supervisor will be by mutual agreement.
  3. **Medical Certification** - Employees may be required to provide medical substantiation of absences.
- F. ABSENCE WITHOUT NOTICE** – After three (3) consecutive day's absence without notice, the employee will be deemed to have resigned. In such event, the Authority's account will not be charged for any unemployment benefits for which the employee may become eligible. The employee will be eligible for reinstatement only if exceptional circumstances explain why the employee could not have called in.
- G. SCHEDULING ABSENCES** - Employees who must be absent for personal reasons or medical appointments will be advised to schedule such appointment outside working hours, if possible. When the need for being absent from work is known in advance, a Request For Leave form will be completed and submitted to the supervisor for approval in enough advance to plan the absence. The supervisor must approve the absence prior to the employee's leave.
- H. PERFORMANCE APPRAISAL** – Employee attendance will be evaluated by each supervisor in connection with employee performance appraisals. The records of employees with attendance problems may be reviewed more frequently.
- I. CORRECTIVE ACTION** – Three or more absences, lateness or other infractions of attendance standards will be handled accordingly.

## **SOLICITATION AND DISTRIBUTION**

### **I. PURPOSE**

To ensure a productive work environment where employees and business operations may function without disruption.

### **II. SCOPE**

This policy applies to all employees and non-employees during work time and while on GHA premises.

### **III. POLICY**

The Authority strives to establish a work environment that is productive and without undue disruptions to the work day. Therefore, soliciting by one employee of another, or collecting from one employee by another, is prohibited while either employee is on work time. Distributing literature and circulating petitions during work time or in work areas at any time is also prohibited. Finally, trespassing, soliciting or distributing literature by any non-employee is prohibited on GHA premises.

### **IV. DEFINITIONS**

- A. Work time** - All time on the premises other than before and after work, at meal periods and break times;
- B. Work areas** - All areas on the premises other than employee break rooms.

## **SUBSTANCE ABUSE**

### **I. PURPOSE**

To establish the Authority's policy prohibiting use, possession, sale, purchase, transfer or being under the influence of alcoholic beverages, illegal drugs or other intoxicants at any time on company premises while on company business, or while operating the Authority's vehicles.

### **II. SCOPE**

This policy applies to all employees and applicants for employment

### **III. POLICY**

The Gary Housing Authority may at its discretion require employees to undergo drug and alcohol testing. At the first occasion the employee is tested and the results are positive, such employee shall be given the opportunity for rehabilitation and counseling.

In the event of a second occurrence with a positive result from testing, the Authority may terminate such employee. Please refer to the section titled "Employment Assistance Program" for more details.

The Authority further has an obligation to its employees, clients, and the public at large to reasonably ensure safety in our workplace and in our services. Consequently, the following are strictly prohibited: use, possession, sale, purchase, transfer or being under the influence of alcoholic beverages, illegal drugs or other intoxicants at any time on Authority premises or while on Authority business.

The Authority recognizes the problem of substance abuse in our society. The Authority sees substances abuse as a serious threat to our employees and community. The Authority has thus established a substance abuse policy that strives to balance respect for individual privacy with the need to keep a safe, productive, drug-free environment.

### **IV DEFINITIONS**

**A. Drug** - the term during includes marijuana, cocaine, opiates and synthetic narcotics, Amphetamines, phencyclidine (PCP), barbiturates, benzodiazepine, methadone, and propoxyphene or metabolite of any of the substances listed and prescription drugs.

**B. Legal Drug** - includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purposes for which they were prescribed or manufactured. Employees who are lawfully entitled to use controlled substances through a legitimate medical prescription must keep any such medication in the original container so as to avoid any mistake as to legitimate entitlement to use. Moreover, if the prescription medication is reasonably expected to affect the employee's performance, the employee is responsible for notifying his or her supervisor so that arrangements can be made to insure safe work performance.

- C. **Illegal Drugs** - any drug:
  - 1. Which is not legally obtainable;
  - 2. Which may be legally obtainable but has not been legally obtained; or
  - 3. Which is being used in a manner or for a purpose other than as prescribed.
  
- D. **Conviction** - A finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug status.
  
- E. **Employee Assistance Program ("EAP")** - A program provided by the Authority through a contracted service provider, to assist employees at their expense in dealing with drug or alcohol dependency and other personal problem. Rehabilitation and return recommendations are usually arranged through an EAP.
  
- F. **Medical Review Officer ("MRO")** – A medical doctor chosen and paid for by the Authority responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information.
  
- G. **On Call** - That period of time when any employee whose job description includes periods when she/he shall be on-call, as defined by said job description.
  
- H. **Random Test** - Drug/Alcohol test to a percentage of employees selected on random and unannounced basis.
  
- I. **Substance Abuse Professional ("SAP")** - A licensed physician (medical doctor or doctor osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor chosen and paid for by the Authority, with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

## V. PROCEDURE

- A. **Pre-Employment Drug Screening** - The Authority will conduct post-offer, pre-employment drug screening examination designed to prevent hiring individuals who are currently using illegal drugs.
  
- B. **General Procedures** -
  - 1. **Alcoholic Beverages:** No alcoholic beverages are permitted on the premises at any time, with the exception of GHA functions where such beverages have been approved in advance. Any employee reporting to work under the influence of alcohol or who has engaged in off-duty use so recently as to be detectable on duty will not be allowed to work, but rather will be sent home. Any such incident is also grounds for immediate dismissal. Use of alcohol while on call is prohibited. Any employee who is called in to report to duty and has been using alcohol must advise

his/her immediate supervisor that he/she has consumed alcohol within the prohibited time frame.

2. **Drugs:** No illegal drugs or controlled substances of any type are permitted on GHA property at any time. Possession, sale or improper use of drugs on GHA premises will warrant immediate dismissal. An employee reporting to work visibly impaired or who has engaged in off-duty use of illegal drugs so recently as to be detectable on duty will be deemed unable to properly perform required duties and will not be allowed to work. If possible, the employee's supervisor should first seek another supervisor's opinion to confirm the employee's status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee should be sent home or to a medical facility by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee if necessary. The refusal to accept such transportation shall be deemed insubordination, which may result in immediate dismissal. Moreover, if GHA reasonably believes that the employee is unsafe to drive, GHA reserves the right to call the police if the employee refuses to accept transportation home.
3. **Unauthorized items:** Employees may not have alcoholic beverage containers or drug paraphernalia in their possession or otherwise transport any such item in GHA vehicles or otherwise onto GHA premises for any reason. Employees found to be in possession of such unauthorized items shall be issued disciplinary action up to and including dismissal.
4. **Arrest & Convictions:** Employees are required to report an arrest for any violation involving alcohol or drugs to the Human Resources Director within five (5) days of such arrest. Employees who are convicted of any such violation shall be issued disciplinary action up to and including dismissal.

**C. Current Employee Drug and Alcohol Abuse Screening Selection Procedures**

Drug and alcohol testing shall take place under the following circumstances:

1. Prior to employment in any position. Positive results in excess of levels specified by state or federal laws during any post-offer, pre-employment drug or alcohol test will result in that applicant's disqualification for employment with the Authority. Additionally, applicants testing positive will not be given an opportunity to reapply for employment with the Authority for a minimum
2. When an employee who has been called into work acknowledges the use of alcohol but claims ability to perform his or her duties.
3. As an element of a job promotion or other job reclassification, as part of an annual physical examination or fitness of duty physical examination following an authorized leave of absence for an extended absence due to a worker's compensation injury.

4. When an employee is involved in a vehicular accident or "has an occupational on-the-job accident regardless of whether or not he or she claims injury. The Authority will also test any other employee whose performance could have contributed to the accident, as determined by Authority supervisors using the best information available at the time of the decision.
5. When Authority management has reasonable suspicion that an employee may be under the influence of drugs or alcohol due to their behavior, action, or apparent physical condition. Reasonable suspicion drug testing shall not be required except upon the recommendation of a supervisor who has been informed of the employee's suspicious behavior and who is at least one level of supervision higher than the supervisor requesting testing. When testing is administered under this subsection, all objective facts on hand at the time of the demand for testing which form the basis for the reasonable suspicion shall be reduced in writing, with a copy given to the employee within seven (7) days after testing. The original documentation shall be kept confidential by the employer and shall be retained by the employer for at least one (1) year confirmed test result. When a positive test may be the result of use of a prescribed drug, the employee will be required to submit proof of the prescription and a written statement from their physician approving the use of the drug during working hours to the Medical Review Officer within (48) hours of the request to do so.
6. If an employee is not tested within the specified time frame, the Authority shall document the reasons why the test was not performed within the required time period.
7. When any prohibited substance or unauthorized item is found in an area controlled or used by the employee.
8. All employees in safety-sensitive programs may be subjected to a random drug and alcohol testing program, which will use an unbiased selection procedure.
9. As part of a return to duty drug testing program.
10. When the laboratory values in any unauthorized drug test indicate the need for additional testing, as determined by the Medical Review Officer, or where any authorized drug test must be canceled due to a collection, change of custody, or other procedural program.
11. Employees and job applicants shall have the right to consult with the Medical Review Officer for technical information regarding prescription/non-prescription medication. The Medical Review Officer shall provide technical assistance to the Authority and to the employee.

## **D. Employee Assistance Program (EAP)**

GHA maintains an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from alcohol or drug abuse. However, it is the responsibility of each employee to seek assistance from the EAP on a voluntary basis. Employees in need of alcohol or drug use counseling are encouraged to call a trained professional.

The employee's decision to seek prior assistance from EAP or a trained professional will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. On the other hand, using the EAP will not be a defense to imposition of disciplinary action where facts providing a violation of this policy are obtained outside of the EAP. Accordingly, the purposes of this policy and the EAP are not in conflict and are distinctly separate in their applications.

Through the EAP, GHA will provide appropriate assessment and referrals. Costs for actual treatment are the responsibility of the employee. Such employees may be granted leave with a conditional return to work depending on successful complete of the agreed upon appropriate treatment regimen which may include random testing.

## **VI. DISCIPLINE**

### **A. Grounds for discipline - Other than Positive Drug/Alcohol Screen**

1. **Illegal Drug Possession** - An employee bringing onto GHA's premises or property, having possession of, selling or attempting to sell, or transfer of any form of illegal drugs at any time, whether on GHA business or not, shall be subject to discipline including discharge or suspension without pay from employment, even for the first offense .
2. **Alcohol Abuse** - An employee who is under the influence of alcoholic beverages at any time while on GHA business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not and whether on GHA business or property or not, shall be subject to discipline including discharge or suspension without pay from employment even for the first offense;

An employee shall be determined to be under the influence of alcohol if:

1. The employee's normal faculties are impaired due to consumption of alcohol; or
  2. The employee has a blood alcohol content (BAC) level of .08 or higher.
3. **Failure to submit to required medical or physical examinations or tests** to detect current alcohol or drug use is grounds for discharge or suspension without pay from employment;
  4. **Prescription Drugs/Over The Counter Drugs** - When an employee is taking a prescription, it may not be abused and must be taken according to the doctor's instructions. It is also the employee's responsibility to inform their

immediate supervisor when they are taking a prescribed drug or medication that can or will interfere with one's work. Employees taking prescription drugs or over the counter drugs are forbidden to operate vehicles, machinery, equipment, etc., if the drug has or could have an effect on the employee's normal mental and/or physical state. Employees who violate this policy are subject to disciplinary actions up and including immediate termination;

## **B. Discipline - Confirmed Positive Drug/Alcohol Screen**

1. **First Offense:** an employee with a first time positive confirmed drug or alcohol test, during his/her employment history with the Authority, will usually be placed on leave status for 90 days without pay, unless other performance issues warrant other discipline up to and including termination. During leave, the employee will be evaluated by a Substance Abuse professional and be required to participate in and successfully complete an EAP, which will be at his/her own expense. In the event the Substance Abuse Professional does not recommend return to work at the end of 90 days, the employee may file a request of additional leave with the Authority. The following conditions shall also apply:
  - a. The employee must successfully complete the EAP. Failure to successfully complete the program will be evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory test after completion of the program.
  - b. The employee must execute a written consent form allowing the Authority to obtain information regarding the progress an successful completion of the employee assistance program.
  - c. Following successful completion of the program, the employee will be allowed to submit to a return to duty drug and alcohol test. The employee may return to work only after a Substance Abuse Professional and Medical Review Officer have issued a written return to work release and the employee tests negative for all of the drugs screened.
  - d. Upon return to work, the employee will be subject to unannounced follow-up drug and/or alcohol testing. The number and frequency of such follow-up testing shall be as directed by a Substance Abuse Professional and will consist of at least six tests in the first 12 months following the employee's return to work. The Substance Abuse Professional may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the Substance Abuse Professional determines that such testing is no longer necessary. Likewise, after the initial 12 month period, the Substance Abuse Professional may continue the follow-up testing for an additional 48 months if the Substance Abuse Professional determines that such testing if necessary. Regardless of the number and frequency

of follow-up testing, the employee will serve a 12 month probationary period from the return to work date. If the employee tests positive for drugs or alcohol during the probationary period or at any other time in the future, the employee shall be immediately terminated;

**2. Immediate Discharge: shall occur in the following situations:**

- a. Refusal to submit to an authorized drug or alcohol test by failing to provide an adequate urine, breath or saliva sample without a valid medical explanation or by engaging in conduct that clearly obstruct the testing process. Failure to submit to test also include refusal to cooperate regarding the collection of samples, submission or attempted submission altered or substitute urine sample or refusal to cooperate with laboratory personnel or Medical Review Officer during any state of testing or confirmation process. An employee who refuses to submit to an alcohol test forfeits the employee's eligible for medical and indemnity benefits which would otherwise be due him/her under Indiana Worker's Compensation law.
- b. Refusal to participate in the EAP, failure to execute a written consent form allowing the Authority to obtain information regarding the progress and successful completion of the Employee Assistance Program or failure to successfully complete the program after being required to do so following a First Offense as outline in subsection (1) above.
- c. Drinking alcoholic beverages or using drugs while on duty, on call, on Authority property- which includes private vehicles while parked on Authority property and company vehicles at any time, on breaks, between shifts and at lunch - the employee is scheduled to work or may be assigned to work thereafter on the same day.
- d. Distribution, dispensation, possession, concealment, sale, or unlawful manufacture of drug paraphernalia or any prohibited substance, including alcoholic beverages while on "authority property", which includes use within private vehicles while parked on Authority property or use within any Authority vehicle at any time.
- e. When an employee tests positive for alcohol with a concentration of .08 or more in any unauthorized alcohol test on more than one occasion or when an employee tests positive for drugs in any authorized drug test on more than one
- f. When an employee test positive for alcohol with 0.08 or more concentration or positive for drugs following an occupational on-the-job accident, vehicular or otherwise, regardless of whether or not the test is the employee's first positive confirmed result. Additionally, if

the employee test positive for drugs or alcohol at levels prohibited by the Indiana Worker' s Compensation Statutes and Applicable rules adopted pursuant thereto, the employee forfeits the employee's eligibility for medical and indemnity benefits which would be otherwise due him/her Indiana's Worker's Compensation laws.

- g. When an employee tests positive for alcohol with a concentration of 0.08 or greater or tests positive for drugs (regardless of whether or not the test result is the employee's first positive confirmed test result) and the employee's conduct that led to the testing would justify dismissal if drug or alcohol use had not been involved.
- h. When an employee tests positive for alcohol with a concentration of 0.08 or greater or an employee tests positive for drugs (regardless of whether or not the test result is the employee's first positive confirmed test result), combined with the employee's prior instances of misconduct warranting dismissal if drug or alcohol use had not been involved.

## **VII. VOLUNTARY REHABILITATION**

When an employee who has not previously tested employee for drugs or alcohol use or entered an employee assistance rehabilitation program for drug or alcohol related problems voluntarily admits that s/he has a drug or alcohol problem at least forty-eight (48) hours prior to any order for drug/alcohol testing and requests help in receiving treatment for either drug or alcohol abuse, the Authority will discuss with the employee the various treatment, counseling and rehabilitation options that are available. No disciplinary action will be taken against an employee who voluntarily admits that s/he has a drug or alcohol abuse problem. However, the Authority has the following rights in such circumstances:

- A. The employee will be required to be re-evaluated by a substance Abuse Professional to submit to testing and to enroll in and successfully complete an Authority approved inpatient or outpatient treatment or rehab program for drug and/or alcohol abuse and remain drug and alcohol free for its duration, as a condition of continued employment or reinstatement with the Authority. The employee must use any accumulated sick eave and then annual leave to cover any absences from work.
- B. Upon program completion, the employee must submit to a return to work drug and alcohol test. The employee may return to work only after a Substance Abuse Professional and Medical Review Officer have issued a written return to work release and the employee tests negative for all of the drugs screened.
- C. Upon return to work, the employee will be subjected to an unannounced follow-up drug and/or alcohol testing. The number and frequency of such follow-up testing shall be as directed by a Substance Abuse Professional and will consist of at least six (6) tests in the first twelve (12.) months following the employee's return to work. The Authority may terminate the requirement for follow-up testing at any time after the six (6) tests have been administered, if a Substance

Abuse Professional determines that such testing is no longer necessary. Likewise, after the initial twelve (12) month period, the Authority may continue the follow-up testing for an additional (48) months if a Substance Abuse Professional determines that such testing is necessary.

- D. Regardless of the number and frequency of follow-up testing, the employee will serve a twelve (12) month probationary period from the return to work date. If the employee tests testing, the employee will serve a twelve (12) month probationary period from the return to work date. If the employee tests positive for drugs or alcohol during the probationary period or at any other time in the future, the employee shall be immediately terminated.

### **VIII. POLICY CONTENT AND ADDITIONAL INFORMATION**

The Authority's Drug and Alcohol Free Workplace Policy was adopted in accordance with the Federal Drug Free Workplace Act of 1988, and 24 CFR Part 24, Subpart F. Any questions regarding the contents of this policy or other matters relating to the Authority's anti-drug program and policies on the misuse of alcohol should be directed to the Director of Human Resources.

**LIST PRESCRIPTION DRUGS TAKEN WITHIN THE PAST 30 DAYS THIS IS FOR YOUR USE  
ONLY AT THIS TIME**

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Any employee or job applicant may consult with the testing laboratory or MRO directly for technical information regarding prescription and non-prescription medication.

**POST OFFER, PRE-EMPLOYMENT DRUG TESTING AGREEMENT**

**Please read carefully or have someone read this to you.**

I agree to submit to a drug screen as part of my employment orientation process. I understand that either refusal to submit to the drug screen, or failure to qualify according to the minimum standards established by the Gary Housing Authority for this screen, will disqualify me from employment.

I will be tested for drugs from one or all of the following categories: amphetamines, cannabinoids, cocaine, phencyclidine, methaqualone, opiates, barbiturates, benzodiazepines, methadone, propoxyphene, and alcohol.

I further understand that upon commencement of employment with the Gary Housing Authority I may again be required to submit to drug screening per Authority policy. I understand that refusal to take a requested drug screen or failure to meet the minimum standards set for the screen may result in immediate suspension or discharge.

**If I am injured in the course and scope of my employment and test positive; I understand that I may forfeit my eligibility for medical and indemnity benefits under the Worker's Compensation Act upon Indiana Code 23-3-1-1.**

I have read in full and understand the above statement and conditions of employment as specified by company policy.

Job Offeree's signature \_\_\_\_\_ Date: \_\_\_\_\_

I do hereby certify that I have received and read the Gary Housing Authority's Drug-Free Workplace Program and Policies regarding Substance Abuse and Screening for Substance Abuse, and have had the entire the Program explained to me. I understand that the program and policies are conditions of employment.

I understand that if conditions as specified in the policy indicate it is necessary, I will submit to substance abuse screening. I also understand that failure to comply with a request for drug screening or a positive result may lead to termination of employment.

If I am injured in the course and scope of my employment and test positive: I understand that I may forfeit my eligibility for medical and indemnity benefits under the Worker's Compensation Act upon exhaustion of the remedies provided in Indiana State I.C. 22-3-1-1.

Names (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **DRESS AND PERSONAL APPEARANCE**

### **I. PURPOSE**

To establish guidelines for appropriate dress and appearance during normal business hours at the Authority.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

#### **Professional Appearance**

Employees are expected at all times to present a professional, business-like image to customers and the public. Favorable personal appearance, like property maintenance of work areas, is an ongoing requirement of employees with Authority. A radical departure from conventional dress, personal grooming and/or hygiene standards are not permitted.

Any employee who does not meet the standards of this policy will be required to take corrective action which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violation of this policy will be cause for disciplinary action.

The following provides general guidelines for employees' dress:

#### **Male Employees**

Shall be attired in shirts and ties whenever possible and always accompanied by a jacket.

#### **Female Employees**

Shall be attired in dress of adequate length that permits performance of duties with property office decorum. Nylon hose is permanent attire for all female employees.

Short pants of any kind will not be permitted for both males and females. This includes but not limited to: Bermuda shorts, skorts, or divided skirts which are at or above mid calf of the leg.

This policy may be waived by the Executive Director under exceptional circumstances, when the nature of the work to be performed requires adjustments.

At his/her discretion, the Executive Director may designate certain days or events where casual attire (including blue jeans or denim fabric) may be worn.

#### **IV. PROCEDURE**

Supervisors are responsible for evaluating the dress code and appearance of employees under their supervision. The guidelines for dress published from time to time are guidance only and supervisors may determine that other dress may not constitute the professional, business-like attire expected of employees. If an employee is not dressed appropriately, the following steps should be taken by the supervisor:

- a. A copy of the personnel dress policy will be given to the employee, and the Authority's dress and appearance standards should be reviewed. The employee may be sent home to change clothes or remedy the violation if the supervisor deems it necessary. If the employee is sent home, pay for that day resumes when the employee returns to work;
- b. On the second occasion, the employee may be given three (3) days unpaid suspension;
- c. Further violation may result in termination

## **SMOKING IN THE WORKPLACE**

### **I. PURPOSE**

To comply with applicable health codes and to reasonably accommodate the preference of both smoking and non-smoking employees

### **II. SCOPE**

This policy applies to employees and visitors at all GHA sites.

### **III. POLICY**

This Authority respects the individual preferences of smoking and non-smoking employees at our facility. All GHA buildings are established as non-smoking areas. However, GHA has designated outdoor smoking areas at each site.

### **V. DEFINITIONS**

"Smoking" means inhaling, exhaling, burning or carrying any lighted smoking equipment for tobacco, and includes the use of smokeless tobacco or snuff.

### **VI. PROCEDURE**

- A. PROHIBITED AREAS** - For reasons of safety, public relations and other concerns, smoking is prohibited in the interior of all GHA sites and in GHA vehicles;
- B. SMOKING AREAS** - Smoking is allowed at designated exterior areas on GHA property;
- C. VISITORS** - Visitors to any GHA office area are expected to observe smoking and non-smoking designations. Employees are expected to inform visitors of this policy; and
- D. CLEANLINESS** - Employees are expected to keep designated smoking areas clean and to use trash receptacles located there. Failure to do so can result in a smoking area being temporarily and permanently closed.

## **TELEPHONE USE AND VISITORS**

### **I. PURPOSE**

To provide guidelines for using GHA telephones and visitors

### **II. SCOPE**

This policy applies to all employees

### **III. POLICY**

Efficient telephone service is vital to GHA business. Employees must adhere to the following guidelines:

- A. Answer all calls promptly and courteously;
- B. Hold personal calls, both incoming and outgoing, to emergencies or essential personal business only and keep them as brief as possible. No personal toll or long distance calls will be permitted to be charged to the Authority. Any such calls must be placed on the individual caller's "calling card";
- C. An employee may be requested to maintain a call log on long distance calls on behalf of the Authority. These calls must be company business;
- D. Employees are expected to not receive excessive personal visitors during working hours.

## **POLITICAL ACTIVITIES**

### **I. PURPOSE**

To establish rules and guidelines regarding political activities.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

- A. All employees must restrict their activities in political matters in accordance with Public Law 252, 76<sup>th</sup> Congress, as amended, known as the Hatch Act. Employees engaged in political activities in violation of this law are subject to dismissal from employment.
- B. The Hatch Act recognizes the employee's right to express their opinion on political subjects and candidates, register with a political party, to vote in the primary election, and to cast his or her ballot on Election Day.
- C. The Authority is covered by the provisions of the Hatch Act because of annual Federal contributions required to maintain low rents.
- D. Activities prohibited include but are not limited to the following:
  - 1. Serving as an officer of a political party, a member of a National, State or local committee of a political party, an officer or member of a committee of a partisan political club, or being a candidate for any of these positions.
  - 2. Organizing or re-organizing a political party organization or political club.
  - 3. Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for a partisan political club.
  - 4. Organizing, selling tickets to promoting, or actively participating in a fund-raising activity of a candidate in an election or of a political party office.
  - 5. Becoming a candidate for or campaigning for public office.

## **RELEASE OF OFFICIAL INFORMATION**

### **I. PURPOSE**

To protect the integrity of GHA information, services and employee efforts and to reduce the risk of litigation.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

Employees are expected to devote their best efforts to the interest of the Authority and the conduct of its affairs. Based on this premise, the following applies:

No employee may make any official statement concerning the Authority's activities or provide any document for review or copy to the press, or a radio or television representative without specific approval of the Executive Director or his or her designee.

To insure this accuracy of information and the protection of confidential information, no employee may make available any document for review or copy to outside interests other than the press and media without the specific approval of the Department Director.

### **IV. PROCEDURE**

- A. Media requests for information or to view documents will be made in writing and addressed to the Director of Special Projects/Media.
- B. GHA will respond no more than ten (10) business days from receipt of the request, in most cases. However, requests requiring retrieval of documents from warehouse archives may require more time.
- C. Copies will be available for 15 cents per page, plus any applicable administrative costs, such as research and retrieval time at (\$ 10.00) per hour.
- D. Before distribution of information, supervisors must notify a Department Director and obtain approval that all confidential, non-public information has been deleted, such as medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance.

## **TRAVEL**

### **I. PURPOSE**

To provide guidelines for the control and reimbursement for travel.

### **II. SCOPE**

This policy applies to all employees, commissioners, residents, or other persons traveling on Authority business whose cost for travel is paid by the Authority.

### **III. POLICY - TRAVEL REQUEST PROCEDURES**

Attendance at conferences, seminars, conventions and meeting essential to conduct of Gary Housing Authority programs, shall be limited to the number of persons necessary to adequately cover the event.

Employee travel requests shall be first be approved by the immediate supervisor, the Capital Funds Director, the Finance Director, the Human Resources Director and then submitted to the Executive Director for approval no less than five (5) days prior to the Regular Monthly Board Meeting. Commissioners and other authorized agents of the Gary Housing Authority shall submit all travel requests requiring Board approval to the Commissioners for final consideration.

All travel arrangements shall be made and expensed from the administrative offices of the Authority and all travel arrangement information issued from same.

#### **Travel Outside the City of Gary**

Employees of the Gary Housing Authority may engage in official travel provided specific prior approval and authorization is granted. Each trip outside the HUD Region V Jurisdiction shall be specifically approved and authorized by the Board of Commissioners. Each trip within the HUD Region V jurisdiction shall be specifically approved and authorized by the Executive Director.

Commissioners and other designated agents of the Authority may engage in official travel provided specific provided specific prior approval and authorization is granted by the Board of Commissioners. Each trip must have specific prior approval and authorization by the Board regardless of jurisdiction.

Travel outside the City of Gary but within the boundaries of the Chicago Metropolitan Area shall not be considered for overnight stay except at the Executive Director's recommendation and (Board approval when extenuating circumstances exist that warrant an overnight stay).

Employees, Commissioners, and authorized agents of the Authority traveling outside the City of Gary, leaving prior to 8:00 a.m. and returning after 6:00 p.m. shall be entitled to

reimbursement for eligible travel expenses. (See Reimbursable Travel Expenses.)

### **Travel for Employment Interviews**

In order to obtain the best qualified person for vacant position at the director level and above, the Gary Housing Authority recognizes that the applicant pool may extend beyond reasonable driving distance. In such cases when the agency is interested in interviewing a candidate for a second time, the agency will reimburse travel expenses for applicant(s).

The applicant shall follow the same procedures as other individuals who travel on behalf of the Gary Housing Authority and will receive the same per diem amounts.

### **Reimbursable Travel Expenses**

**(Outside City of Gary):** The following are considered reimbursable expenses when not prepaid by (Outside City of Gary). Any cost exceeding expense allowances as set forth by this policy shall be the subject to approval by the Board of Commissioners prior to reimbursement. To qualify for reimbursement, travelers are required to submit a travel expense statement with receipts attached. Reimbursement shall not exceed actual cost as stated by receipts. The following are considered reimbursable expenses when not prepaid by the Authority:

1. All round-trip air, rail, and bus transportation using the most direct route to and from the destination;
2. Ground transportation to and from airport; transportation from airport to lodging site and back; and transportation to and from conference site when accommodations at conference site are not available and shuttle buses are not provided;
3. Lodging at actual cost in connection with authorized travel, not to include costs for private lodging;
4. Mileage when privately owned vehicle is used for authorized out-of-town travel. Reimbursement shall be made at a fixed rate determined by the Federal Standard mileage allowance in effect at the time of travel;
5. When a private vehicle is used, a signed travel expense statement recording round-trip odometer readings and applicable parking fees and tolls must be submitted along with receipts to the Executive Director for approval prior to reimbursement. In the event two or more persons travel in one vehicle, only one of these persons shall be reimbursed for mileage, parking fees and toll expense;
6. Mileage for private vehicles will include:
  - a. Travel to and from the airport; tolls and parking fees, (parking allowed in the airport's most economical parking lot).
  - b. Round trip mileage using the most direct route to and from the destination.

- c. Travelers shall be reimbursed the lesser amount between the cost of the shuttle bus service to the airport or the combined cost of mileage, tolls, and parking of vehicles.
- d. If a traveler makes the decision to travel to an approved location in a means other than the regular way, the traveler shall be reimbursed for the average cost of the trip. (For example, if others are flying to a destination and the traveler chooses to drive his/her own vehicle to drive on to another location afterwards, then the traveler will be reimbursed for the cost of the flight.
- e. Automobile rental is allowed on a case by case basis with prior approval of the Executive Director. However, mileage shall not be paid in connection with the use of the rental vehicle.
- f. Employees and non-employees for out of state or overnight events shall be entitled to a per diem of \$45.00 per day for meals and tips of any kind. Receipts are not required for the per diem allowance expenditures.
- g. Travel outside the City of Gary, but within the boundaries of the Chicago Metropolitan Area and the State of Indiana, requiring less than one day duration with departure prior to 8:00 a.m. and return after 6:00 p.m. is reimbursable at a per diem of the maximum allowed as stated in IRS Publication 1542 for meals and tips. Receipts are not required for per diem allowance expenditures.

8. Per Diem Tiers are in effect as follows:

If any effected person leaves AFTER 11:00am.....receive 75% per diem  
 If any effected person leaves AFTER 3:00pm.....receive 50% per diem  
 If any effected person leaves AFTER 8:00p.m.....receive 0% per diem

**Non-Reimbursable Expenses**

The following are considered non-reimbursable travel expenses and are not to be claimed on travel expense statements:

- Telephone calls from hotel, other than GHA business related;
- Movie viewing charges from hotel room;
- Meal and tip expenses in excess of the \$45.00 per day;
- Any form of personal amusement (i.e., alcoholic beverages, entertainment cover charges or fees, tour fees);
- Personal services (i.e.; haircuts, laundry/dry cleaning services, manicure/pedicures, etc.);
- Taxi or bus fares for non-business related travel;
- Meals provided through registration costs; and
- Extensions of, or change in travel status for personal reasons or convenience which will increase the cost of the travel.

### **Travel Expense Statement**

Travel expense statements are available to be itemized in detail on official GHA travel forms. Receipts and accompanying travel forms must be filed within five (5) working days after return from travel. Receipts for travel expenses, except per diem, must be attached to the expense statement to be considered an allowable expense, including but not limited to ground transportation and hotel.

Travel expense statements shall be forwarded to the accounting department for verification and then to the Executive Director for final approval to issuance of reimbursements.

Failure to file and submit travel expense statements automatically results in suspension of future travel privileges for the traveler until such time the statement is received and approved by the Executive Director.

In the event that an employee, resident, or board member is scheduled for travel for training and the employee is not able to attend for personal reasons, the employee may be liable for any loss of monies (plane tickets, seminar registration, etc) that cannot be recovered.

### **Travel within the City of Gary**

Necessary business travel within the City of Gary using a private vehicle will be reimbursed at the rate of the current IRS rate per mile, not to exceed (250) miles per month. Travel within Gary Housing Authority developments is not reimbursable and cannot be claimed.

All authorized persons requesting in-city travel reimbursement shall submit a claim on a Travel Voucher showing odometer readings, destinations, dates and purpose of travel. In no case shall the point to point odometer exceed that contained on the Average Mileage between GHA Developments chart.

All travel guidelines explained in this section apply to employees, residents, and commissioners of Gary Housing Authority.
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## **GHA VEHICLES**

### **I. PURPOSE**

To provide guidelines for use of the Authority's vehicles

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

- A. All employees must possess a valid driver's license in order to use an Authority vehicle;
- B. All employees must be insurable by the Authority's Automobile Insurance Policy;  
**Note:** Failure to comply with A or B while driving an Authority vehicle may result in discipline, up to and including termination.
- C. Seat belts must be worn at all times during operation of vehicles;
- D. Smoking is not allowed in the Authority's vehicles at any time; and
- E. Accidents must be reported via an incident report within (24) hours of the event.

### **IV. POLICY (EXECUTIVE VEHICLES)**

At the discretion of the Executive Director, vehicles may be assigned to members of the executive staff. In addition to work activity, these vehicles may be used for commuting to and from home to work. Additionally, these cars may be used to go to lunch and for stops in between work and home as long as the stops do not materially increase the normal route to and from home and work.

### **V. PROCEDURE**

Executive staff vehicle operators are required to complete and turn in monthly fuel and mileage reports on assigned vehicles to the Fleet Manager. All other vehicle operators shall turn in the fuel and mileage reports on a weekly basis.

## **VEHICLE USE POLICY AND PROCEDURES**

### **I) Introduction**

All officials, employees, and volunteers who use an Agency or privately owned vehicle for Agency business shall follow the guidelines set forth in this policy and procedures document.

### **II) Purpose**

The purpose of this policy is to establish and specify The Gary Housing Authority's general requirements and guidelines for vehicle use (both private and Agency owned) by officials, employees, and volunteers during the conduct of official Agency business and to establish related procedures and controls. References to employees in this policy include officials and regular and temporary employees unless stated otherwise.

### **III) Policy**

Agency and privately owned vehicles used for Agency work activities are to be operated in a safe manner consistent with local, state, and federal laws. All accidents must be reported promptly according to the procedures outlined within. The use of Agency vehicles shall be limited to necessary Agency business.

### **IV) Procedures**

#### **A) Responsibilities**

##### **1) Human Resources Department**

- The Agency Executive Director has designated the Human Resources Department as the group responsible for implementing the provisions of this policy.
- The Human Resources Department shall be responsible for the uniform application and implementation of Agency policy in regard to assignment of Agency vehicles to individuals and departmental pools.
- Human Resources shall also be responsible for ensuring that any proposed exceptions to this Agency policy are considered for maximum benefit to the Agency.
- Responsibility for Agency vehicles shall be centralized under the direction of the Gary Housing Authority Fleet Manager for maintenance, acquisitions, repairs and other responsibilities not delegated to other departments. This includes the authorization of alternate repair facilities.
- Ensure that all regular staff, temporary employees and/or volunteers within his/her department, who drive vehicles on Agency business, are aware of and comply with this policy and procedures.
- Ensure all regular staff, temporary employees and volunteers in each department who drive vehicles on Agency business are provided a copy of this policy and procedures.
- Ensure the employees and volunteers sign an acknowledgement of receipt stating they have received, read, and have had the opportunity to obtain answers to any questions they may have regarding the

meaning and interpretation of the policy and procedures. Employees and volunteers shall not operate a vehicle (Agency or private) for Agency business, until he/she has signed the acknowledgement of receipt form.

- Ensure executed statements of acknowledgement are kept on file in the applicable departments.
- Shall approve permanent retention authorization in March of each year and maintain annual filings of such authorization
- Ensure Agency vehicles are operated by authorized Agency regular staff, temporary employees and/or volunteers who possess a legally valid Indiana driver's license of the proper class for the vehicle being operated, prior to the vehicle being assigned, and who meet all other requirements established by their department.
- Ensure that volunteers and temporary employees, who drive Agency vehicles, are subject to the same policy and procedures as regular Agency employees.

## **2) Department Managers**

- Ensure that all assigned vehicles are delivered to the Agency vehicle maintenance facility whenever service is due.
- Ensure that all reimbursement claims for Agency vehicle repairs are sent to the Human Resources Department for verification and approval.
- Ensure that all regular staff, temporary employees, and volunteers under his/her supervision, who drive Agency vehicles, possess a valid Indiana driver's license of the proper class.
- ALL accidents are reported to the Department Manager and the Human Resources Department immediately.

## **3) Drivers**

- Ensure the vehicle is used for official Agency business only and ensure that passengers shall be Agency employees or authorized persons.
- Have possession of a valid Indiana driver's license of the proper class at all times while operating any vehicle on Agency business.
- Wear seat belts at all times and instruct all passengers to fasten their seat belts before the vehicle is in motion.
- Operate the vehicle in a safe manner conforming to traffic laws and road conditions.
- Smoking is prohibited in Agency owned or leased vehicles
- Agency vehicles are to be serviced and repaired by Fleet Management or an approved outside vendor if they are unable to service/repair. In the event of a vehicle breakdown within City limits or when traveling out of the City of Gary, every effort should be made to contact Fleet Management for assistance or instructions.
- Conduct an operator's check of the vehicle each day, prior to operating. The minimum operator's check should consist of a check for body damage (dents, etc.), mechanical problems, and to verify all lights are functioning, all of which should be reported to your immediate supervisor and then in writing to the Human Resources Department.
- Operate the vehicle in the manner consistent with the intended use of the vehicle.

- Ensure no pets are allowed in Agency owned vehicles, unless necessary for completion of assigned Agency duties.
- Immediately notify the department head and the Human Resources Department of any change in his/her driving privileges.
- Use of an Agency vehicle for transportation to home or a restaurant for meals is prohibited, unless permanent retention has been authorized or it is done during duty hours or while attending a meeting on official Agency business.
- Notify your division manager/supervisor and the Human Resources Department immediately in the event you are involved in an accident.
- In the event of an accident, utilize the accident information provided in this policy.
- Place no bumper stickers or logos on Agency owned vehicles.

## **B) Assignment of Vehicles**

When not on Agency business, Agency vehicles are to be kept on Agency property locations. Privately owned vehicles are not to be left on Agency property for more than 24 hours and may be towed at the owner's expense unless prior arrangements are made with the department head or his/her designee. Duty hours, temporary or permanent retention may be allowed as follows:

### **1) Duty Hour Retention**

The minimum transportation needs for this category of vehicle assignment shall include the following conditions:

- The department head or his/her designee has determined the assignee's duties cannot be satisfactorily performed without continuous availability of a suitable vehicle during duty hours.
- The tasks performed during duty hours require a specially equipped vehicle.
- The need cannot be met by use of a department pool vehicle.
- The monthly mileage claim costs of a privately owned vehicle would regularly exceed costs of assigning an Agency vehicle.

### **2) Permanent Retention**

A department head or his/her designee may assign an employee permanent (overnight) retention of an Agency vehicle if the department head deems that:

- Permanent retention is in the best interest of the public; and
- The task(s) to be performed when called during off-duty hours requires immediate travel to the job location.

Approval for permanent retention is contingent on the employee being and remaining on a continuous on-call status during other than normal working hours (i.e., 24-hours on call) and meeting at least one of the following criteria:

- The need to respond to emergencies in the field with a vehicle specially equipped to meet the work needs of the department an average of at least six (6) or more calls per month.
- The employee is required to respond to the field with specially equipped vehicles to meet the seasonal work conditions of the department.
- The employee reports directly to the field at least fifty percent (50%) of his/her scheduled workdays and the employee lives more than ten (10) miles from the office headquarters.
- The employee operates specialized equipment that would be required in the event of an emergency and there is not enough time to retrieve the equipment from an Agency facility.
- An employee has an irregular work schedule due to required attendance at work related activities an average of at least two (2) weekends per month or two (2) evenings per week.

### **3) Temporary Retention**

The authority granted in this section shall not be used in place of or to circumvent the requirements of making formal requests for permanent retention.

A department head or his/her designee shall be authorized to grant temporary retention of vehicles to employees based on the following criteria:

- When an employee is temporarily scheduled for standby duty outside of normal working hours due to emergency conditions or adverse weather.
- When an employee is leaving before working hours or returning from an authorized Agency business trip after regular working hours.

### **C) Use of an Agency Vehicle for Personal Business**

When using an Agency vehicle, an employee or volunteer shall follow these guidelines:

- When an employee or volunteer is assigned standby duty during weeknights or weekends, an assigned Agency vehicle may be used for limited personal necessities, such as necessary trips to the grocery store or pharmacy, medical/dental needs and religious observances (in emergency situations only when the employee or volunteer has no other vehicles available).
- When the employee or volunteer is not on standby, but has approval from the appointing authority or designee to take an Agency vehicle home, the vehicle may be used for limited necessities (in emergency situations only). The department head or his/her designee should be informed as soon as possible after such situations arise.
- When an Agency car is taken home, it should be parked in an appropriate place such as the employee's or volunteer's driveway, garage, or close to the employee's or volunteer's home.
- Notwithstanding the above, an Agency vehicle shall not be used at all for the above listed exceptions when the employee or volunteer has access to another private vehicle.

- If non-Agency employees or volunteers (i.e., family members) attend local, regional or state meetings with an employee or volunteer, the employee or volunteer shall use his/her personal transportation, with the prior authorization of the department head or designee. Mileage claims shall be presented in accordance with the applicable provisions of the Agency's Personnel Policies.
- Each Agency employee or volunteer who is assigned the use of an Agency vehicle shall be responsible for proper and complete reporting to the Agency's Auditor-Controller, to the Internal Revenue Service and to the Indiana Tax Board to the value of the mileage and use of the assigned Agency vehicle for other than assigned Agency business.
- Transportation of any person(s) not connected with Agency business is prohibited in Agency vehicles unless otherwise expressly permitted by applicable law, or unless the department head or his/her designee gives prior specific authorization.

#### **D) Use of Privately Owned Vehicles for Agency Business**

The use of privately owned vehicles for official Agency business shall be allowed or encouraged when such use is determined to be in the best interests of the Agency.

Use of a privately owned vehicle for official Agency business shall not be mandatory, unless it has specifically been made a condition of employment.

##### **1) Prerequisites for Authorization**

Any private vehicle to be operated shall be in sound mechanical condition and adequate for providing the required transportation in a safe and legal manner. The vehicle shall be a conventional 4-wheel vehicle. Under no circumstances shall a 2 or 3-wheel vehicle be used for Agency business. The vehicle shall be equipped with seat belts.

Any employees or volunteers authorized to use a privately owned vehicle for official Agency business shall have:

- Prior authorization of his/her department head or their designee.
- A valid Indiana driver's license of the proper class with him/her at all times when operating the vehicle, while on Agency business.
- Provide valid current proof of public liability/property damage insurance with policy limits.
- The Agency will not cover any damages incurred to passengers not associated with Agency business, unless prior authorization is received from the department head or his/her designee. These damages will be the responsibility of the employee's insurance.
- The Agency discourages carrying passengers not associated with Agency business during trips on Agency business.
- Borrowing a privately owned vehicle (not owned by Agency employee) for use on Agency business is prohibited.
- Cost of wear and tear to a personally owned vehicle used on Agency business is the responsibility of the vehicle owner.
- The Agency is not responsible for any loss/damage that occurs to any personally owned vehicle while parked on or near Agency work

sites, at the employee's or volunteer's home/residence, not being used for Agency business, or while the employee or volunteer is traveling on his/her normal commute to and from work.

A volunteer may drive his/her own vehicle for Agency business only if the department head or his/her designee has approved the use, and:

- An Agency vehicle is not available.
- Non-Agency employees/volunteer passengers are not carried.

An employee's supervisor may approve use of a private vehicle in the following situations:

- When there is no Agency vehicle available and alternate trip plans are not possible.
- When the only available Agency vehicle is unsafe to drive. In this instance the vehicle shall be taken out of service.
- When the employee will be attending an all day meeting within the Agency and it is not appropriate to utilize an Agency vehicle for the entire day.

## **2) Mileage Reimbursement**

Employees or volunteers authorized to use their private vehicles for Agency business can claim reimbursement to the extent authorized by either the applicable provisions of the Agency's Salary and Benefits Resolution or the applicable provisions of any memorandum of understanding.

## **3) Personal Property Reimbursement**

When an employee or volunteer is authorized to use his/her private vehicle for Agency business pursuant to this policy and sustains damage to the vehicle while in the authorized performance of official Agency business, he/she may submit a claim for reimbursement for such loss subject to the following:

- He/she must report the incident that caused the damage to his/her insurance carrier if the damage exceeds their collision deductible.
- He/she must report the incident that caused the damage to his/her supervisor.
- He/she must report the incident to the police.
- The employee or volunteer will be eligible for reimbursement up to the amount of his/her collision coverage deductible or \$500.00, whichever is less upon submission of a substantiated claim consisting of:
  - i A copy of the accident/incident report that was submitted to his/her supervisor and the Human Resources Department.
  - ii. A copy of the accident/incident report prepared for his/her personal insurance (if the damage exceeds his/her comprehensive deductible).
  - iii. A copy of the police report.
  - iv. A statement signed by the employee's or volunteer's department head confirming the employee or volunteer was on

authorized Agency business at the time of the incident/accident, was authorized to use a personal vehicle on Agency business and that he/she approves the claim request.

v. A copy of the repair bill or estimate.

vi. A copy of the declarations page of the employee's or volunteer's automobile insurance policy evidencing the deductible for collision damage or comprehensive coverage.

vii. A copy of the vehicle registration form verifying the employee or volunteer as the registered owner of the vehicle.

All such requests for reimbursements shall be subject to the approval of the Agency Executive Office.

#### **E) In the Event of an Accident**

All accidents involving an Agency vehicle or a private vehicle while used in the course and scope of employment must be reported whether or not there is damage to the Agency vehicle or whether or not the employee or volunteer is cited. An individual, whether officer, employee or volunteer, regular, temporary or seasonal, shall be personally responsible for all damages proximately caused to other persons and/or property when that individual, while operating or traveling in an Agency or privately owned vehicle, acts outside the course and scope of his/her office or employment or engages in criminal misconduct, fraud, malice or gross negligence. If the individual is using his/her privately owned vehicle pursuant to Agency policy, the individual's insurance shall be considered primary to that maintained by the Agency.

The Agency will not assume responsibility for injury to a non-Agency passenger who is an occupant of an Agency vehicle or a personally owned vehicle being used in the course of Agency business, unless prior authorization for his/her presence has been granted as set forth herein. Disciplinary action may result if an investigation determines an employee was not in compliance with this policy.

In the event of an accident, the employee or volunteer shall utilize the following information:

- Stop immediately.
- Take steps to prevent another accident at the scene.
- Call a doctor or ambulance; or 911 if necessary.
- Notify police.
- Obtain as much information about the accident as possible, (i.e., names and addresses of witnesses, license numbers of vehicles involved, etc.)
- Do not discuss fault, liability, or responsibility for the accident.
- Do not agree to pay for anything or say that the Agency will take care of the costs or damage.
- Do not sign any papers.
- Do not discuss the accident or give statements to anyone at the scene, other than police officers.
- File a police report within ten (10) days, no matter how small the accident.
- The accident is to be reported immediately or as soon as practically possible to the Human Resources Department.

- Report the accident to your direct supervisor/manager and/or department head immediately or as soon as practically possible.
- In the event of personal injury, worker's compensation report forms are to be completed and submitted as required by the Worker's Compensation Procedure Manual when an Agency employee is injured in a vehicle accident.
- Complete required reports in accordance with the Agency Vehicle Accident Review Procedures.
- If possible, take photos of the damaged vehicle/property and submit them with the incident report.

#### **F) Bureau of Motor Vehicles Reports**

All drivers will be subject to two (2) BMV checks during the period of each fiscal year. The process will be implemented as follows:

- The Human Resources Department shall distribute Driver's License Verification forms to all drivers to complete.
- All vehicle operators shall submit a copy of their most recent driver's license.
- The Human Resources Department will check all BMV reports to ensure that employees are still insurable as defined by the Agency's Fleet Insurance Company.
- All employees deemed uninsurable will not be eligible to operate company owned vehicles.

**Failure to adhere to the guidelines detailed in this Vehicle Use Policy may result in disciplinary action up to and including termination.**

## **IDENTIFICATION BADGES**

### **I. PURPOSE**

To provide guidelines for issuance and wearing of identification badges.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

- a. The Human Resources Department will issue each employee an identification badge and an employee number
- b. All employees must wear identification badges at all work times, day or night. Failure to comply may result in disciplinary actions up to and including termination.
- c. Badges must be worn at or above waist level.
- d. Badges damaged due to normal wear and tear will be replaced free of charge, provided the badge is presented to the Human Resources Department.
- e. Employees may be required to bear the cost of replacing badges which are repeatedly lost or damaged, at a cost of ten dollars (\$10).

## **TIME CLOCKS (HAND SWIPE SYSTEM)**

### **I. PURPOSE**

The purpose of this policy is to provide a method of keeping all employees' time records.

### **II. SCOPE**

This policy applies to all GHA employees including regular, temporary and force account.

### **III. POLICY**

To establish what employees are to use the hand swipe system and under what circumstances.

### **V. PROCEDURE**

#### **A. Time Clock (Hand Swipe System)**

1. All non-exempt employees are required to provide a thumb or hand print;
2. Time clocks (Hand Swipe Systems) are located in strategic locations throughout the Authority in order to provide employees accessibility to clock in;
3. General rules for punching in as follow:
  - a. Employees are required to punch in using the time clock (hand swipe system) at the following times: (1) The beginning of the working period; (2) End of the working period.
  - b. Failure to do so without proper authorization from the Executive Director or his/her designee will result in loss of time for the period not shown from the time clock (hand swipe system).
  - c. Employees, regardless of time punched, are to be at their work station at the beginning of their work period or other time as assigned by the supervisor.
  - d. Supervisors are to monitor reports from the hand swipe system on a weekly basis, indicating on the report that he/she approved the time punched as being correct and the amount of hours worked to be paid for Department Directors are required to initial all approved overtime prior to submitting any reports to Payroll for payment.
  - e. All employees are to swipe in on their own. Falsification of any time reporting shall be cause for immediate termination.
  - f. Employees punching in late for the beginning of the shift or

ending of the lunch hour will be docked to the nearest quarter hour, unless the employee has prior approval from his/her immediate supervisor, and said period of time shall be charged against appropriate leave. If an employee is late and consequently docked, the employee may, if he/she wishes, punch in at the nearest quarter hour. Please be advised, however, that consistent tardiness of any employee will be a cause for disciplinary action.

- g. In situations where the time clock (hand swipe system) is not available or has malfunctioned, the employee shall fill in his/her time manually and have it approved at that time by the supervisor and the Department Director.

## **ETHICS IN PUBLIC CONTRACTING**

### **I. PURPOSE**

This Ethics in Public Contracting Policy is established to recognize that, because the awarding of contracts by the Authority involves the expenditure of taxpayer funds, those employees of the Authority involved in the procurement process and the Authority's contractors are held to a higher standard of conduct than those who make private contracts. The Authority's procurement officials are expected to follow exemplary standards of conduct to maintain public confidence in the Authority's fairness in procurement and to comply with the provisions of HUD regulations, 24CR 85.36(b)(3).

### **II. SCOPE**

This Policy applies to the Authority's procurement officials, employees and agents, who are engaged in the award and administration of contracts.

### **III. POLICY**

No employee, officer or agent of the Authority shall participate in selection, or in the award or administration of any contract if a conflict of interest, real or apparent, would be involved. The Authority's employees must discharge their duties impartially so as to assure fair competitive access to the Authority's procurement by responsible contractors. Accordingly, this Policy also prohibits: dealing with family members; soliciting or accepting gratuities and kickbacks; disseminating confidential bidding information; and dealing with contractors who are hired on a contingency basis to procure and contract with the Authority. This Policy will be implemented by prescribing essential standards of ethical conduct for the Authority's procurement officials, employees and agents.

### **IV. PROCEDURES**

A. Impartiality. The Authority's employees must discharge their duties impartially so as to assure a fair competitive access to the Authority's procurement by responsible contractors. Moreover, they are required to conduct themselves in such manner as to foster public confidence in the integrity of the Authority's procurement organization. Any attempt to realize personal gain through employment with the Authority by conduct inconsistent with the proper discharge of the employee's duties under this Policy is a breach of public trust and will result in discipline, as outlined below.

B. Conflict of Interest. The ethical standards of this Policy are intended to avoid actual and apparent conflicts of interest. It is a breach of this Policy for any GHA employee to participate directly or indirectly in a procurement when the employee knows that:

- the employee or any close family relative has a financial interest

pertaining to the procurement;

- a business or organization in which the employee, or any close family relative, has a financial interest pertaining to the procurement or;
- any other person, business, or organization with whom the employee or any close family relative is negotiating or has an arrangement concerning prospective employment is involved in the procurement;

Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved. Any employee who has or obtains any benefit from any GHA contact with a business in which the employee or any close family relative has a financial interest shall report such benefit to the Executive Director. Any employee who knows or should have known of such benefit and fails to report such benefit to the Executive Director is in breach of the ethical standards of this Policy.

- C. Restrictions on Employment of Present and Former Employees. A present or former employee of the Authority shall not knowingly act as principal or agent for anyone other than the Authority in connection with any contract or claim in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation or otherwise while an employee of the Authority, where the Authority is a party or has a direct and substantial interest. A business in which an employee of the Authority has a financial interest shall not knowingly act as a principal or agent for anyone other than the Authority in connection with any contract or claim. Contemporaneous employment of an employee of the Authority by persons contacting or actively seeking a contract with the Authority is prohibited.
- D. Prohibition against Selling to the Authority. A present or former employee of the Authority shall not engage in selling or attempting to sell supplies, services, or construction to the Authority for one (1) year following the date such employment ceased. The term "sell" means signing a bid or proposal, negotiating a contract, contacting any employee of the Authority for the purposes of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.
- E. Prohibition against Gratuities, Kickbacks, and Use of Confidential Information. The Authority's contracts shall include clauses advising prospective contractors of the prohibitions against gratuities and kickbacks. The Authority's procurement officials, employees and agents are required to ensure that the Authority's contracts contain provisions required under 24 CFR 85.36(i)(4). Provisions concerning the solicitation and acceptance of gratuities and kickbacks and the dissemination of confidential information are summarized below:

1. **Gratuities.** It is a breach of Federal law:
  - a. for any contractor or potential contractor to offer, give, or agree to give any GHA employee or former employee GHA employee a gratuity or an offer of employment; or
  - b. for any GHA employee or former GHA employee to solicit, demand, accept, or agree to accept a gratuity or an offer of employment from any contractor or potential contractor.
  
2. **Kickbacks.** It is a breach of Federal law for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order. This prohibition applies where the kickback is made before or after the award of an Authority contract or order. All contracts of the prime contractor with a subcontractor shall contain an anti-kickback clause.
  
3. **Anti-competitive Practices.** The Authority's procurement officials, employees and agents shall report to the Executive Director any suspected anti-competitive practices by contractors. An anti-competitive practice is a practice among bidders which reduces or eliminates competition or restrains trade. An anti- competitive practice can result from an agreement or understanding among competitors to restrain trade, such as submitting collusive bids or proposals, rotating low bids, or follow-the-leader pricing, sharing of the business, or may result from illicit business, or may result from illicit business actions which have the effect of restraining trade, such as controlling the resale price of products or an improper collective refusal to bid.
  
4. **Use of Confidential Information.** Disclosure of any bids before bid opening (for sealed bid procurement) or information contained proposals before award (for competitive or noncompetitive proposals procurement) to any person not authorized by the Authority's contracting officer to receive such information shall be a breach of this Policy. It is a breach of this Policy for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
  
5. **Prohibition Against Contingent Fees.** It is a breach of this policy for a person to be trained, or to retain a person, to solicit or secure a contract with the Authority upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established selling agencies for the purpose of securing business. The scope of this prohibition includes the prevention of influence peddling which might occur when a former GHA official is hired on a contingent basis by a business seeking GHA contracts.
  
6. **Sanctions.** The Executive Director and the Board of Commissioners are

responsible for determining sanctions for violations of this Policy. In addition, state and local laws and regulations pertaining to the Authority governing ethics in procurement shall be enforced by the Executive Director. The Authority may impose any one or more of the following for violations of this Policy:

- oral or written warnings or reprimands;
- suspensions without pay for specified periods of time; or termination of employment

The value of anything received by an employee or non-employee in breach of this Policy shall be recoverable by the Authority. Sanctions against contractors may include suspension and debarment.

## **FRAUD POLICY**

### **1. PURPOSE**

This fraud policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against the Authority. It is the intent of Authority to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and to conduct investigations.

### **II. SCOPE**

This policy applies to all employees and to any irregularity, or suspected irregularity involving employees as well as consultants, vendors, contractors, outside agencies during business with employees of such agencies, and/or any other parties with a business relationship with the Authority. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the Authority.

### **III. POLICY**

**A.** Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his/her area of responsibility, and be alert for any indication of irregularity.

Any irregularity that is detected or suspected must be reported immediately to the Executive Director or the Human Resources Director where there is a conflict, who will coordinate all investigations with the Authority's Counsel and other affected areas, both internal and external.

**B. ACTIONS CONSTITUTING FRAUD** refers to, but is not limited to:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document or account belonging to the Authority;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transaction;
- Profiteering from insider knowledge of Authority activities.
- Disclosing proprietary information to outside parties;
- Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to the Authority greater than Twenty-Five (\$25.00) in value;
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment;

- Any similar or related irregularities.
- C. The Executive Director of the Authority, or the Human Resources Director, unless there is a conflict, is responsible for the administration, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

#### **IV. PROCEDURES**

- A. Irregularities concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental manager, and the Human Resource Department. If there is any question as to whether an action constitutes fraud, contact the Executive Director of the Authority for guidance.
- B. The Executive Director or the Human Resources Director, when there is a conflict, has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Executive Director will issue reports to appropriate designated personnel, and if appropriate to the Board of Commissioner thought the Chairman of the Board.
- C. Decisions to prosecute or refer the examination results to the appropriate law enforcement and /or regulatory agencies for independent investigation will be made in conjunction with legal counsel's and the Executive Director or his/her Designee, for final decisions on disposition of the case.
- D. The Authority will treat all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Executive Director immediately and should not attempt to personally conduct investigations, interviews/interrogations related to any suspected fraudulent act. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Authority from potential civil liability.
- E. The Executive Director can appoint members to an Investigation Units and they will have free and unrestricted access to all Authority records and premises, whether owned or rented and the Authority to examine, copy and/or other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such item or facilities when it is within the scope of their investigation.

#### **V. REPORTING PROCEDURE**

- A. Great care must be taken in the investigation of suspected improprieties or irregularities to avoid mistaken accusations or altering suspected individuals that an investigation is under way.

- B. An employee who discovers or suspects fraudulent activity will contact the Executive Director of the Authority immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his/her attorney or representative, or any other inquirer should be directed to the Authority's legal counsel. No other concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to the "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or
- C. The reporting individual should be informed of the following:
1. Do not contact the suspected individual in an effort to determine facts or demand restitution;
  2. Do not discuss the case, facts, suspicions, or allegations with anyone **unless** specifically asked to do so by the Authority's legal counsel or Executive Director.

## VI. TERMINATION

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representative from Human Resources and the Authority's legal counsel before any such action is taken. Any investigation group does not have the authority to terminate an employee. The decision to terminate an employee is made by the employee's management. Should the Executive Director after receiving advice and counsel from the Authority's legal counsel believe the decision is appropriate for the facts presented, the facts will be presented, and the Executive Director's decision shall be final.

## **ELECTRONIC ACCESS POLICY**

### **Introduction**

1. General

### **E-mail**

2. E-mail Policies and Procedures

### **Network and Internet Policy**

3. Personal Responsibility
4. Permitted Use and Term
5. Availability and Access
6. Content and Communications
7. Privacy
8. Downloaded Files
9. Confidential Information
10. Prohibited Activities / Prohibited Uses
11. Computer Equipment
12. Compliance
13. Non-compliance

### **Software Usage Policy**

14. Software Usage Policies and Procedures

### **Acknowledgement of Receipt and Understanding**

15. Electronic Access Policy Acknowledgement of Receipt and Understanding

## **INTRODUCTION**

### **I. GENERAL**

The Gary Housing Authority provides some, if not all, employees with electronic access, consisting of an e-mail system, a network connection, and Internet/Intranet access. This policy governs all use of the Authority's network, Internet/Intranet access, and e-mail systems at all GHA locations and offices. This policy includes but is not limited to, electronic mail, chat rooms, the Internet, news groups, electronic bulletin boards, the Authority's Intranet and all other GHA electronic messaging systems.

### **E-MAIL**

### **II. E-MAIL POLICIES AND PROCEDURES**

The Gary Housing Authority e-mail system is designed to improve service to our customers, enhance internal communications, and reduce paperwork. Employees using the Authority's e-mail system must adhere to the following policies and procedures:

- The Gary Housing Authority e-mail system, network, and Internet/Intranet access are intended for business-use only. Employees may access e-mail and the Internet for personal use only during non-working hours, and strictly in compliance with the terms of this policy.

- All information created, sent, or received via the Gary Housing Authority e-mail system, Internet, or Intranet, including all e-mail messages and electronic files is the property of the Gary Housing Authority. Employees should have NO expectation of privacy regarding this information. The Authority reserves the right to access, read, review, monitor, and copy all messages and files on its computer system at any time and without notice. When deemed necessary, the Authority reserves the right to disclose text or images to law enforcement agencies or other third parties without employee consent.
- Use extreme caution to ensure that the correct e-mail address is used for the intended recipient(s).
- Any message or file sent via e-mail must have the employee's name attached.
- Personal e-mail accounts are not permitted unless expressly authorized in advance by the MIS Department.
- Alternate Internet service provider connections to the Authority's internal network are not permitted unless expressly authorized by the MIS Department and properly protected by firewall or other appropriate security device(s) and/or software.
- Confidential information should not be sent via e-mail unless encrypted by Authority approved encryption software and according to established Authority procedure in affect at the time of transmittal. This includes the transmission of resident financial information, Social Security numbers, employee health records, or other confidential material.
- Employees must provide the MIS Department with all passwords.
- Only authorized management personnel are permitted to access another person's e-mail without consent.
- Employees should exercise sound judgment when distributing messages. Resident-related messages should be carefully guarded and protected. Employees must also abide by copyright laws, ethics rules, and other applicable laws.
- E-mail messages must contain professional and appropriate language at all times. Employees are prohibited from sending abusive, harassing, intimidating, threatening, and discriminatory or otherwise offensive messages via e-mail. Sending abusive, harassing, intimidating, threatening, and discriminatory or otherwise offensive messages via e-mail will result in disciplinary action up to and including termination.
- E-mail usage must conform to the Authority's harassment and discrimination policies.
- Use of the Authority's e-mail system to solicit for any purpose, personal or otherwise, without the consent of the Authority is strictly prohibited.
- Chain messages and executable graphics and/or programs should be deleted. Any employee engaging in the transmission of inappropriate e-mail, as determined by management, will be subject to disciplinary action up to and including termination.
- Employees should archive messages to prevent them from being automatically purged. All messages archived in the Authority's computer system shall be deemed Authority property, as is all information on the Authority's systems. Employees are responsible for knowing the Authority's email retention policies.
- Misuse and/or abuse of electronic access, including but not limited to, personal use during working hours, copying or downloading copyrighted materials, visiting pornographic sites or sending abusive e-mail messages will result in disciplinary action up to and including termination.

Violation of any of these policies will subject an employee to disciplinary action up to and including termination.

## **NETWORK AND INTERNET POLICY**

### **III. PERSONAL RESPONSIBILITY**

By accepting an account password, related information, and accessing the Authority's Network or Internet system, an employee agrees to adhere to the Authority's policies regarding their use. You also agree to report any misuse or policy violation(s) to your supervisor or the Authority's MIS Department.

### **IV. PERSONAL USE AND TERM**

Use of the Network and the Internet is a privilege, not a right. Use of Network and Internet access extends throughout an employee's term of employment, providing the employee does not violate the Authority's policies regarding Network, Internet, and/or Intranet use.

### **V. AVAILABILITY AND ACCESS**

The Authority reserves the right to suspend access at any time, without notice, for technical reasons, possible policy violations, security and/or other concerns.

### **VI. CONTENT AND COMMUNICATIONS**

The Authority, at its sole discretion, will determine what materials, files, information, software, communications, and other content and/or activity will be permitted or prohibited.

### **VII. PRIVACY**

Network and Internet access is provided as a tool for our organization's business. The Authority reserves the right to monitor, inspect, copy, review, and store at any time, without prior notice, any and all usage of the Network and the Internet, as well as any and all materials, files, information, software, communications, and other content transmitted, received or stored in connection with this usage. All such information, content, and files are the property of the Authority. An employee should have NO expectation of privacy regarding them. Network administrators may review files and intercept communications for any reason, including but not limited to maintaining system integrity and ensuring employees are using the system consistently with this Policy.

### **VIII. DOWNLOADED FILES**

Files are not to be downloaded from the Internet without the prior authorization of management. Any files authorized for download from the Internet must be scanned with virus detection software before being opened. Employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy prior to use.

### **IX. CONFIDENTIAL INFORMATION**

Employees may have access to confidential information about the Authority, other employees and residents. With the approval of management, employees may use e-mail to communicate confidential information internally to those with a need to know. Such e-mail must be marked "Confidential." For purposes of this policy, confidential information includes, but is not limited to:

- Procedures for computer access and passwords of the Authority's residents, program manuals, user manuals, or other documentation, run books, screen, file or database layouts, system flowcharts, and all documentation normally related to the design or implementation of any computer programs developed or owned by the Authority relating to computer programs or systems installed for internal use.
- Lists of present or past vendors and the names of individuals at each vendor location with whom the Authority deals, and the information relating to those vendors which has been given to the Authority by them or developed by the Authority.
- Lists of/or information about personnel seeking employment with or who are employed by the Authority.
- Prospect lists for actual or potential vendors and residents of the Authority and contact persons at such actual or potential vendors and residents.
- Any other information relating to the Authority's research, development, purchasing, marketing, employees past and present, residents past or present, and financial information.

## **X. PROHIBITED ACTIVITIES**

Employees are prohibited from using the Authority's e-mail, network, or Internet/Intranet access for the following activities:

- Downloading software without the prior approval of the Authority's MIS Department.
- Printing or distributing copyrighted materials. This includes, but is not limited to, software, articles, audio, video, and graphics protected by copyright.
- Using software that is not licensed by the manufacturer or approved by the Authority.
- Sending, printing, or otherwise disseminating the Authority's proprietary data, or any other information deemed confidential by the Authority, to unauthorized persons.
- Operating a business, soliciting money for personal gain or otherwise engaging in commercial and/or political activity outside the scope of employment.
- Searching for outside employment.
- Making offensive or harassing statements based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- Sending or forwarding messages containing defamatory, obscene, offensive, or harassing statements. An employee should notify their supervisor and/or Human Resources Director immediately upon receiving such a message. This type of message should never be forwarded.
- Sending or forwarding a message that discloses personal information without Authority authorization. This shall also include accessing, transmitting, receiving, or seeking confidential information about residents or fellow employees past or present without authorization.
- Sending ethnic, sexual-preference or gender-related slurs and/or jokes via e-mail. Jokes, which often contain objectionable material, are easily misconstrued when communicated electronically.
- Sending or soliciting sexually orientated messages or images.
- Attempting to access or visit sites featuring pornography, terrorism, espionage, theft, or drugs.
- Gambling or engaging in any other criminal activity in violation of local, state, or federal law.

- Engaging in unethical activities or content.
- Participating in activities, including the preparation or dissemination of content, which could damage the Authority's professional image, reputation, and/or financial stability.
- Permitting or granting use of an e-mail or system account to another employee or persons outside the Authority. Permitting another person to use an account or password to access the Network or the Internet, including, but not limited to, someone whose access has been denied or terminated, is a violation of this policy.
- Using another employee's password or impersonating another person while communicating or accessing the Network or Internet.
- Introducing a virus, harmful component, corrupted data or the malicious tampering with any of the Authority's computer systems.

## **XI. COMPUTER EQUIPMENT**

The following policies are designed to reduce repair costs, maintain the integrity of our system and protect the assets of the Gary Housing Authority. Employees should adhere to the following:

- Do not keep liquids or magnets on or near any computer.
- Do not remove any computer or equipment from the building without prior written permission from management.
- Do not transport disks back and forth between home and office. This will help to minimize exposure to viruses and other malicious code.

## **XII. COMPLIANCE**

Though each individual is responsible for his/her own actions, management personnel are responsible for ensuing employee compliance with Gary Housing Authority policy.

Any employee aware of a policy violation should immediately report the violation to their supervisor, the Authority's MIS Department, and/or the Human Resources Director.

Employees who violate this policy and/or use the Gary Housing Authority's e-mail system, Internet, or Intranet access for improper purposes will be subject to disciplinary action up to and including termination.

## **XIII. NON-COMPLIANCE**

Violation of these policies will result in disciplinary action up to and including termination.

## **SOFTWARE USAGE POLICY**

### **XIV. SOFTWARE USAGE POLICIES AND PROCEDURES**

Software piracy is both a crime and a violation of the Authority's Software Usage Policy.

Employees are to use software strictly in accordance with its license agreement. Unless otherwise provided in the license, the duplication of copyrighted software (except for back-up and archival purposes by designated managerial personnel) is a violation of copyright law. In addition to being in violation of the law, unauthorized

duplication of software is contrary to the Authority's standards of employee conduct.

To ensure compliance with software license agreements and the Authority's Software Usage Policy, employees must adhere to the following:

- Employees must use software in accordance with the manufacturer's license agreements and the Authority's Software Usage Policy. The Authority licenses the use of computer software from a variety of outside companies. The Authority does not own the copyright to software licensed from other companies. Employees acknowledge they do not own software or its related documentation. Employees may not make additional copies of software, unless expressly authorized by the software publisher. The only exception will be a single copy, as authorized by designated managerial personnel, for back-up or archival purposes.
- The Authority does not condone and prohibits the unauthorized duplication of software. Employees illegally reproducing software will be subject to disciplinary action up to and including termination. In addition, employees illegally reproducing software may be subject to civil and criminal penalties including fines and imprisonment.

**NOTE: Unauthorized reproduction of software is a federal offense under US copyright laws. In the US, violators may be subject to civil damages in amounts up to \$150,000 per title copied. Criminal penalties include fines as high as \$250,000 per software title copied, and imprisonment of up to 5 years.**

- Any employee who knowingly makes, acquires, or uses unauthorized copies of computer software licensed to the Authority, or who places or uses unauthorized software on the Authority's premises or equipment shall be subject to disciplinary action up to and including termination.
- Employees are not permitted to install their personal software onto the Authority's computer system. Employees are not permitted to copy software from the Authority's computer system for installation on home or other computers without prior written authorization.
- In cases that require an employee to use software at home, the Authority will provide an additional copy or license. Any employee issued additional copies of software for home use acknowledges that such additional copies or license(s) provided for home use are the property of the Authority. Employees who are required to use software at home should consult with the MIS Department to determine if appropriate licenses allow for home use.
- Employees are prohibited from giving software or fonts to clients, residents, vendors, and other persons not in the employ of the Authority. Under no circumstances will the Authority use software from an unauthorized source, including, but not limited to, the Internet, home, friends and/or colleagues.
- Employees who suspect or become aware of software misuse are required to notify their supervisor, the MIS Department, Human Resources Director, or department manager.
- All software used on Authority-owned computers will be purchased through the appropriate procedures.

**XV. ELECTRONIC ACCESS POLICY ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING**

I hereby certify that I have read and fully understand the contents of the Electronic Access Policy. Furthermore, I have been given the opportunity to discuss any information contained therein or any concerns that I may have. I understand that my employment and continued employment is based in part upon my willingness to abide by and follow the policies, rules, regulations, and procedures of the Gary Housing Authority. I acknowledge that the Gary Housing Authority reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between the Gary Housing Authority and its employees. My signature below certifies my knowledge, acceptance and adherence to the policies, rules, regulations, and procedures of the Gary Housing Authority regarding Electronic Access.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

## **EMPLOYEE COMMUNICATIONS**

### **BULLETIN BOARDS**

#### **I. PURPOSE**

To provide a permanent and official channel of communication to employees.

#### **II. SCOPE**

This policy applies to all employees of the Authority.

#### **III. POLICY**

Important Authority information will be displayed permanently on bulletin boards located at strategic points throughout the Authority's facilities. Information will be of the following types:

- legally required posters and notices;
- GHA standards and rules of conduct;
- Safety rules and related information;
- Management memos and announcements, including job posting forms;
- GHA sponsored social and recreational events, dated employee classified ads;
- Documents are required by HUD and board policy.

Employees will be responsible for regularly checking and reading the bulletin board and for following the rules, regulations and instructions posted there.

#### **V. PROCEDURE**

- A. Information posted on bulletin boards must be approved in advance by the Director of Human Resources.
- B. Each site manager will be responsible for maintaining the orderly appearance of the bulletin boards, posting new information and removing dated material.

## **SUGGESTIONS**

### **I. PURPOSE**

To encourage employees to suggest ways to improve the quality or efficiency of the Authority.

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

GHA encourages employees to suggest methods to improve the quality or efficiency of the Authority. Employees must submit their suggestions to their supervisors or the Director of Human Resources in writing. The suggestions should be detailed so that the system or procedure can be adequately evaluated.

## PERFORMANCE EVALUATIONS AND PROMOTIONS

### PERFORMANCE EVALUATION

#### I. PURPOSE

To provide a process by which the job performance of each employee is appraised for purpose of development, merit review and counseling.

#### II. SCOPE

This policy applies to performance appraisal of regular and probation-period employees.

#### III. POLICY

- a. **Employees to be Evaluated** - The work of each regular and probationary-period GHA employee will be evaluated pursuant to this policy;
- b. **When an Evaluation is to be Performed** - Performance evaluations will occur at the following times:
  - c. **New employees** - with the exception to initial evaluation for new employees prior to the end of the mandatory (90) day probationary period. If an evaluation is not performed at the end of (90) days, the employee will be deemed a regular employee. However, through the evaluation process, a supervisor may extend the probationary status at any time as deemed necessary.
  - d. **Regular employees** - prior to annual review date each year or as deemed necessary by the supervisor.
  - e. **Promoted employees** - prior to the end of the (90) day probationary period. If an evaluation is not performed at the end of (90) days, the employee will be deemed a regular employee in the new position. However, through the evaluation process, a supervisor may extend the probationary status at any time as deemed necessary.
  - f. **Transferring employees** - an annual evaluation in accordance with his/her anniversary date. An employee transferred to a new department will be evaluated jointly by the employee's prior and current supervisors and department heads.
  - g. **Conducting the Performance Evaluation** - the immediate supervisor is responsible for evaluating employee job performance. Evaluations are to be completed by the supervisor within two (2) weeks prior to the annual or probationary review date outlined above.

During the process of evaluating the employee's job performance, the immediate supervisor should evaluate in terms of day-to-day performance, being fair and unbiased, and considering qualities related to the job. The supervisor will use the Authority's Employee Performance Evaluation Form (see attached copy) for the performance evaluation.

**h. Reviewing the Employee Performance Evaluation Form**

1. In order to provide a fair and balanced appraisal, the immediate supervisor must review the Employee Performance Evaluation Form with the next higher supervisor and allow him/her to make comments before reviewing with the evaluated employee. The next higher supervisor may not overrule or modify the immediate supervisor's recommendations or evaluation, but may make appropriate comments in his/her own words for review prior to discussing it with the appropriate employee.
2. The immediate supervisor must review the Employee Performance Evaluation Form with the employee and allow him/her to comment on it. These comments may be written on the Form. The employee's signature on the Form acknowledges the evaluation, but is not necessarily an agreement with it.

**i. Employee Rights in Employee Performance Evaluation** - an Employee Performance Evaluation Form will be placed in an employee's personnel file. The employee has the right to review their Evaluation Forms.

**j. Confidentiality of Records** - the Authority will attempt to maintain the confidentiality of Employee Performance Evaluation Forms, however, employees should be aware that most information on the Forms are subject to disclosure as a public record, upon a proper public records request. To maximize confidentiality of Evaluation Forms in the absence of a public records request, access to these Forms in any file is limited to persons who have a legitimate need to know the information and are authorized by the Authority to access the information. In addition, Employee Performance Evaluation Forms will be transmitted in sealed envelopes. Opening of such envelopes by anyone other than the addressee for any purpose is strictly forbidden.

**k.** Employees may receive a merit increase in salary or a merit-based bonus, depending on the employee's performance. Of course, no merit increases will be given when a salary freeze is in effect.

**l.** In the event that an employee is on a suspension, unpaid leave, layoff, or worker's compensation for a cumulative period in excess of 30 days, the employee's salary review date will be delayed by the number of days over the 30 days. However, if the employee is serving a probationary period the salary review date will be delayed for the complete cumulative period (including the 30 days).

## **PROMOTIONS**

### **I. PURPOSE**

To support the basic organization-building of promoting qualified employees to positions of greater responsibility and recognition.

### **II. SCOPE**

This policy applies to all regular employees

### **III. POLICY**

Promotion is a change from a position in a lower classification to a position in a higher classification. Whenever possible, job vacancies will be filled by promotion of a qualified employee within the Authority. However, the Executive Director or the Board of Commissioners reserves the right to recruit applicants from outside the Authority, at their discretion. The following procedure applies to processing the paperwork to fill a vacant, authorized position through the promotion of an eligible employee.

### **IV. PROCEDURE**

#### **Responsibility**

#### **Action**

#### **Supervisor**

1. When a vacancy occurs, complete a Personnel Requisition Form, including all job-related requirements necessary for proper applicant screening, and submit it to the Human Resources Department. A copy of same should also be submitted to the Executive Director.

#### **Department Head**

1. Upon receipt of the applications of qualified job applicants, he/she will forward the applications to the immediate supervisor over the vacancy, or make the selection.

#### **Supervisor**

1. Supervisor shall interview qualified applicant and advise the Department Head whether or not the applicant is qualified to fill the position, making notes as to strong and weak points in relationship to the position.
2. Supervisors will consider the applicant's ability, training, and attitude, in relation to the essential job functions, as a basis for determining qualifications. Where qualifications are otherwise equal, seniority shall be the determining factor.
3. Supervisor will make his/her recommendations to the Department Head and Executive Director, in writing, along with reasons.

#### **Department Head**

1. Forward all applications, along with the supervisor's recommendations, and the Department Head's appropriate

comments back to the Human Resources Office with a copy to the Executive Director.

**Human Resources  
Department**

1. Will take the necessary action on the recommendation of the Supervisor of the promoted employee and to the promoted employee.
2. A copy of the payroll change will be sent to the supervisor of the promoted employee and to the promoted employee.
3. Notify on Inter-Office Memorandum the position(s) available to employees for promotional consideration.
4. Notice will run for a period of five (5) working days and must be posted on all bulletin boards throughout the Authority. A copy will go to the local union office. Note: the Authority may advertise any job vacancy concurrently with an internal posting.

**Employee**

1. An employee who feels he/she is qualified for a position of a higher classification shall apply in writing to the Director of Human Resources within the days specified on the notice. Applications must include an updated resume, references, and other information as outlined in the position notice, in order to be considered. Applications received in Human Resources after the deadline date may not be accepted.

**Human Resources  
Department**

1. Upon receipt of the employee's written application and supporting materials, the HR Department will stamp the date on which the application was received.
2. After the deadline has passed, the application of candidates who are generally qualified for the position will be forwarded to the Department Head and Executive Director in relation to the vacancy, via GHA form "Qualified Job Application."
3. HR will write each unsuccessful employee who applied for the position.

**Supervisor**

1. When an employee is selected to fill a posted vacancy, the two departments involved will confer and agree on a suitable transfer date.

## **SAFETY AND HEALTH**

### **ACCIDENTS, INJURIES AND JOB-RELATED ILLNESSES**

#### **I. PURPOSE**

To protect the safety and health of all employees and to comply with applicable Federal and State laws.

#### **II. SCOPE**

The policy applies to all employees at all locations

#### **III. POLICY**

Job-related injuries and illnesses, regardless of severity, must be reported immediately.

1. If medical attention is needed due to serious injury or illness, telephone the paramedics promptly at 911.
2. If any medical attention is needed, the injured employee or nearest bystander employee should contact the nearest manager or the Director of Human Resources. If appropriate, this individual may provide assistance and take emergency measures prior to transport to outside medical facilities.
3. If medical attention is not needed, the employee must still report to the employee's supervisor or the Director of Human Resources for evaluation and appropriate documentation.
4. Report of all incidents, accidents and job-related illnesses must be submitted to the Director of Human Resources within 24 hours. In the event that the affected individual is not in a capacity to complete this incident report, it must be completed and submitted by his/her immediate supervisor.

## **MODIFIED WORK POLICY**

When an employee of this company sustains a work-related injury which is compensable under current workers' compensation legislation, the treating physician may release the employee to return to work with temporary physical restriction(s), which are intended to aid the employee in recovery from that injury. In such circumstances, this company will make all reasonable efforts to enable the injured employee to return to work within the temporary, physician-imposed physical restrictions.

When an employee is unable to return to work performing his/her regular job duties, that employee may be provided with a temporary job assignment which conforms to the treating physician's imposed limitations. In such circumstances, the temporary job assignment is termed "modified duty," because the duties (or tasks) performed by that employee have been modified to meet the employee's temporary physical limitations.

The temporary job assignment may, or may not be in the same classification or location as the employee's regular job. Additionally, the temporary job assignment may or may not be equivalent (in terms of weekly hours worked and/or monetary compensation received) to the employee's regular job.

### **I. Purpose**

The purpose of this "Modified Duty/Return-to-Work Policy" is to assist employees who have sustained a work-related injury to return to gainful, productive employment with the company.

### **II. Scope**

This "Modified Duty/Return-to-Work Program" applies equally to all employees of this company.

All employees are eligible to return to work on a "modified duty" status, considering that the following criterion exists.

- The injury sustained by the employee has been determined to be work-related and compensable under current workers' compensation legislation; and
- The physical restrictions imposed by the treating physician are specific (e.g. no lifting over 50 pounds); and
- The physical restrictions imposed by the treating physician are for a specified, temporary period (e.g. 10 days); and
- Work-related tasks which within the physical limitations of the treating physician are available; and are within the physical and skill capacities of the injured employee, with reasonable accommodations made by the employer, employee or both.

## **Objectives**

The objectives of this "Modified Duty / Return-to-Work Policy" are as follows:

- To promote unity in establishing a positive working relationship between the employee and the employer
- To assist in the return to meaningful work within the employee's capabilities
- To prevent psycho-social damage which may result from inactivity
- To maintain productivity
- To monitor injured employees to ensure physician-imposed physical restrictions are followed
- To discourage malingering
- To aid in the reduction of workers' compensation costs (including future premiums)

## **Monetary Compensation**

Wages earned by employees engaged in "modified duty" tasks, assigned as a result of a work-related injury, will be based upon the work being performed, without regard to the employee's normal hourly or salaried wages. Hence, if a "modified duty" assignment involves, for example, light filing and answering the telephone, a wage commensurate with the performance of those tasks will be paid to the employee. It is notable that the wages paid to an employee during periods of "modified duty" assignment may be less than the wages paid to that employee during periods in which the employee is performing his/her "normal" job function.

In the event that a modified duty assignment is available only for a portion of the employee's normal weekly hours, it is possible that the employee will be compensated, through workers' compensation benefits, for the difference between the amount earned and the amount of workers compensation benefits which would have been paid in the complete absence of a modified duty assignment. It is notable that workers' compensation benefits are based upon current workers' compensation legislation, and are calculated as a percentage of the employee's average weekly income.

Wages paid for the performance of "modified duty" tasks will be consistent between all employees. Hence, the wage earned by one employee performing the "modified duty" assignment of, for example, light filing and answering the telephone, will be the same as the wage paid to any other employee on a "modified duty" assignment, performing the same task.

## **Refusal of Modified Duty Assignment**

As previously noted, the company will make every reasonable effort to provide employees with modified duty assignments following a work-related injury for which the treating physician imposes temporary physical restrictions. As long as these modified duty assignments do not violate the treating physician's imposed physical restrictions, and as long as these modified duty assignments are within the employee's physical and skill level capabilities, the employee is expected to return to work.

## **Modified Duty Coordinator**

To ensure appropriate and consistent application of this Modified Duty/Return-to-Work Policy, this company has designated a "Modified Duty Coordinator."

The company's designated Modified Duty Coordinator has the following responsibilities:

- Maintain a sound knowledge of the company's Modified Duty / Return-to-Work Policy.
- Maintain constant communication with the representatives of the workers' compensation organization to advise of injured employees' physician-imposed physical restrictions (including amendments to the initial restrictions), the work/employment status of those employees, etc.
- Communicate with the treating physician to obtain written temporary, physician-imposed physical restrictions for employees who have sustained a work-related injury. Note, if an employee sustains a work-related injury and the treating physician prescribed time "off work" (as opposed to temporary physical restrictions), contact the representatives at workers' compensation organization and advise that a "modified duty" assignment is (or may be) available, if the physician is willing to prescribe temporary physical restrictions, as opposed to time "off work."
- Maintain a working list of potential modified duty assignments which are available for employees who are released to return-to-work on a modified duty status. Note, as this is a working list, entries can (and should) be made on an ongoing basis.
- Assign modified duty assignments to eligible employees, consistent with temporary, physician-imposed physical restrictions.
- For each employee assigned to a modified duty position, assign a supervisor to monitor the injured employee and to ensure that the injured employee adheres to the physician- imposed physical restrictions.
- Adapt modified duty assignments as the injured employee's medical condition improves, and physician-imposed physical restrictions are changed.
- Return the injured employee to his/her regular job assignment when the employee is released by the treating physician to return to full-duty employment.

## **Injured Employee's Responsibilities**

The following are responsibilities of all employees involved in a work-related injury:

- Report any work-related injury or illness to your supervisor immediately. (Failure to report a work-related injury or illness in a timely manner may result in denial of workers' compensation benefits.)
- Know who the company has assigned to be the "Modified Duty Coordinator." See heading titled "Modified Duty Coordinator" in this policy.
- If released to return-to-work following a work-related injury with temporary, physician-imposed physical restrictions, report to work and immediately provide the company's "Modified Duty Coordinator" with the form on which the treating physician prescribed temporary physical restrictions. If seen by a physician during the normal business hours of this company, you must report back to work the day

of the injury, unless otherwise instructed by your supervisor or the Modified Duty Coordinator. If seen by a physician after the normal business hours of this company, you must report back to work the day after the injury (at your normal reporting time), unless otherwise instructed by your supervisor or the Modified Duty Coordinator.

- Adhere to the applicable physical restriction imposed by the treating physician for the entire period for which those physical restrictions were imposed.
- Maintain a positive attitude toward working within the temporary, physician-imposed physical restrictions.
- Continue to seek appropriate medical care throughout your recovery period, as directed by the treating physician and report any changes in temporary, physician-imposed physical restrictions (in writing) to the company's Modified Duty Coordinator immediately.

## **EMPLOYEE SEPARATION**

### **RESIGNATION**

#### **I. PURPOSE**

To provide guidelines for employees wishing to voluntarily terminate their employment with the Authority

#### **II. SCOPE**

This policy applies to all employees

#### **III. POLICY**

##### **A. RESIGNATION POLICY**

1. An employee may resign by notifying the employee's department head (or in the case of no department head, the Executive Director) of the effective date of resignation as far in advance as possible, but a minimum of two weeks' notice is expected of all personnel.
2. Resignations tendered to a Department Director will be transmitted to the Director of Human Resources, who may accept the resignation and notify the Executive Director (if not already informed).
3. Employees who desire to terminate employment short of retirement must submit a written resignation at least two (2) weeks prior to the resignation date stating the reasons for resignation.
4. In absence taken during the last two (2) weeks of employment (including sick, personal, or vacation, i.e.), the employee will not be paid unless hospitalized or proof of illness can be substantiated.

##### **B. TERMINAL PAY**

If applicable, an employee in good standing who either voluntarily terminates or is terminated from employment shall receive terminal pay. Terminal pay, if not paid at the time of termination will be issued by the following pay period. It shall be paid either directly to the employee or to his/her estate.

In December of 2006, the following resolution was approved and adopted with regards to terminal pay:

**RESOLUTION NO. 2003: RESCINDING RESOLUTIONS 1984 AND 1989 AND AMENDING THE PERSONNEL POLICIES OF THE GARY HOUSING AUTHORITY REGARDING LONGEVITY PAY AND THE ACCUMULATION OF LEAVE FOR ADMINISTRATIVE EMPLOYEES**

**A RESOLUTION RESCINDING RESOLUTIONS 1984 AND 1989 AND CHANGING GARY HOUSING AUTHORITY'S PERSONNEL POLICIES TO RESTRICT ACCUMULATION OF LEAVE AND PAYMENT OF LONGEVITY PAY FOR ADMINISTRATIVE EMPLOYEES EFFECTIVE JANUARY 1, 2007**

**WHEREAS, the Gary Housing Authority Board of Commissioners passed Resolution 1984 on May 19, 2006;**

**WHEREAS, the Gary Housing Authority Board of Commissioners passed Resolution 1989 on May 25, 2006;**

**WHEREAS, Resolutions 1984 and 1989 have been determined not to comply with Indiana and federal law and violate constitutional notions of due process; and**

**WHEREAS, the Gary Housing Authority's financial standing requires new employment terms for administrative employees; now**

**THEREFORE, be it resolved that the Board of Commissioners of the Gary Housing Authority terminates the accrument of longevity pay as of January 1, 2007 and prohibits the accumulation of annual leave and sick leave earned after January 1, 2007 for longer than one year from the date such leave vested.**

**Approved and adopted this 14<sup>th</sup> day of December 2006.**

\_\_\_\_\_  
Victor H. Thornton, Chairperson

**Attest with the Seal  
Of the Housing Authority  
Of the City of Gary, Indiana**

\_\_\_\_\_  
Minitta Nelson, Interim Executive Director

## **LAYOFFS AND RECALLS**

### **I. PURPOSE**

To explain procedures in case of necessary layoffs and subsequent recalls.

### **II. SCOPE**

This policy applies to all employees

### **III. PROCEDURE**

#### **A. Statement of Policy**

It is the policy of the Authority that, if it must reduce employment because of adverse economic or other conditions, Layoffs and recall from layoffs will be conducted consistent with Authority requirements and accordance with the procedure set forth below.

#### **B. Implementation**

1. The Authority will attempt to avoid layoffs and, whenever possible, will consider alternatives to layoff before any final decisions are made. However, the Authority must reserve the right to alter the layoff procedure in order to assure an adequate level of service.
2. Layoffs that are expected to be temporary will be handled according to the provisions of this policy. Selections for layoffs that are known to be permanent will be made according to this policy and then handled according to policies outline in TERMINATION OF EMPLOYMENT.
3. Employees within each affected Department are to be selected for layoff in the following order:
  - a. Temporary employees are to be laid off first.
  - b. Probationary employees are to be laid off next.
  - c. Part-time employees are to be laid off next.
  - d. Non-supervisory full-time employees are to be laid off based on the length of service, provided that the employees retained have demonstrated ability and fitness to perform the remaining available work. If after a reasonable time an employee cannot perform the duties of a new job, that employee is to be laid off if the employee is ineligible to transfer or "bump" to another job.
4. Employees who are laid off will be maintained on a recall list for one year or until the Human Resources Department determines the layoff is permanent (whichever comes first). Removal from the recall list terminates all job rights the employee may have. Employees who fail to keep a current home address on record with the Human Resources Department will lose their recall rights.

5. Employees will be recalled on the basis of the needs of the Authority, their classification, or their ability to do the job. Notice of recall is sent by certified mail to the last noted address on file with the Human Resources Department. The employee is to respond to the recall notice within five working days following the receipt of the notice or its attempted delivery. Failure to respond will result in the employee's name being removed from the recall list and the employee will cease to have any job rights with the Authority.
6. No vacation days or days of paid absence are accrued during layoff.

## **REDUCTION IN FORCE**

### **1. PURPOSE**

To provide guidelines for reduction in workforce

### **II. SCOPE**

This policy applies to all employees.

### **III. POLICY**

In the event that a reduction in force becomes necessary, in determining those employees to be retained, consideration will be given to the quality of each regular employee's past performance and need for service of employees is equal, seniority shall be the determining factor.

## **APPEAL PROCEDURE – NON-UNION**

### **I. PURPOSE**

To provide a means to resolve difference between a non-union employee and his or her supervisor, which may arise in connection with a decision to take a disciplinary action.

### **II. SCOPE**

This policy applies to all non-union employees. This replaces the Grievance Procedure for Non-Union Employees

### **III. POLICY-STAFF CONFLICTS**

Employees shall have the right to present appeals individually, as a group, or through a designated representative. In doing so, employees shall be assured freedom from restraint, interference, discrimination, harassment, and retaliatory actions on the part of GHA. Filing a grievance shall not be considered a determination factor in an employee's job performance rating. Supervisors at all levels shall receive and act promptly upon receipt of complaints from employees in a fair and impartial manner. Any employee shall have the right to request that an appeal be reviewed at the next step upward in the administration chain if the employee feels no satisfactory solution has or can be reached with immediate supervisor. A grievance may be processed upward to the Executive Director or his/her designee.

An appeal must be filed in writing within ten (10) calendar days of the event causing the appeal, or within ten (10) calendar days of receipt of notice of action producing the need to file an appeal. No appeals filed after the designated deadline will be considered valid.

### **APPEAL PROCEDURE**

1. Initially, the employee concerned is required to attempt to resolve the issue orally by discussion with his/her immediate supervisor.
2. If not satisfied, the employee shall attempt to resolve the issue in the same manner with the Director of that Department at the next step in the administrative chain in the work unit where the employee is assigned.
3. If the matter cannot be resolved at that level, the employee may submit a written request for a hearing to the Executive Director or his/her designee detailing the nature of the appeal. The Executive Director or his/her designee then has ten (10) business days to respond to the request.
4. The Executive Director or his/her designee will schedule and conduct a hearing with all parties concerned and attempt to resolve the matter. (At the discretion of the Executive Director, the designee could be a member of the Personnel Committee of the Board. The decision of the Executive Director or his/her designee shall be considered final.

## **EXIT CLEARANCE**

### **I. PURPOSE**

To provide procedures for clearing employees who separate from the Authority.

### **II. SCOPE**

This policy applies to all employees.

### **III. PROCEDURE**

- A. The immediate supervisor has the responsibility of providing a completed copy of the inventory control sheets to the Human Resources Department.
- B. Personnel will process the payroll change and forward to Payroll.
- C. Payroll will process the exiting employee's final paycheck during the normal pay period in which the employee has separated from employment. The final check should include all wages for time, earned up to the termination date, vacation earned, and refunds, if any. Exceptions are new employees on probationary status who are not entitled to vacation earned. GHA reserves the right, pursuant to applicable law, to deduct the cost of any GHA property damaged by an employee or which is in the employee's possession and not returned to GHA.
- D. The Human Resources Department will provide COBRA notification to the separated employee and will coordinate transfer of retirement and other benefits.
- E. Payroll will forward the final check to the Human Resources Department for final release.

**ACKNOWLEDGMENT OF RECEIPT OF THE PERSONNEL POLICY MANUAL**

My signature below acknowledges that I have received a copy of the Gary Housing Authority's Personnel Policy Manual. I further understand that my employment with the Authority is considered to be employment-at-will. I, or the Authority, have the right to terminate my employment at any time for any reason, or for no reason. As such, my employment does not have a definite term and neither the Personnel Policy Manual nor any other policy of the Authority, written or oral, is a contract of employment.

I also understand that if any of these policies are unclear to me in any way, I am to ask senior arrangement for clarification. The Authority may change, rescind, revise and/or modify to any policies, benefits or practices described herein from time to time without prior notice. Any policy found not to be in compliance with the current federal, state, county or local laws is hereby amended to fully comply.

I understand that I am on probation as an employee for the first ninety (90) days of my employment. Further, I understand that if the Authority discharges me for unsatisfactory work performance during the first three (3) months of this probationary period, the Authority will not have its account charged for any unemployment benefits for which I may become eligible in the future.

I acknowledge that the Authority reserved the right to monitor all electronic mail I may send or receive on the Authority's computer system, without prior notice, for any proper purpose, including without limitation, to protect confidential information, prevent theft or abuse of the computer system, and to monitor work flow and productivity. Moreover, I acknowledge that the Authority may review, monitor and delete any files or data I enter on the Authority's computer system or computers at any time, without or without notice. By using the Authority's computer system or an Authority computer, and by signing below, I expressly consent to the Authority's monitoring and access rights to its computer system and computer described below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Printed Name

**ATTACHMENT MM**  
**Acceptable Use Policy**

# ELECTRONIC ACCESS POLICY

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## INTRODUCTION

### **I. GENERAL**

The Gary Housing Authority provides some, if not all, employees with electronic access, consisting of an e-mail system, a network connection, and Internet/Intranet access. This policy governs all use of the Authority's network, Internet/Intranet access, and e-mail systems at all GHA locations and offices. This policy includes but is not limited to, electronic mail, chat rooms, the Internet, news groups, electronic bulletin boards, the Authority's Intranet and all other GHA electronic messaging systems.

## E-MAIL

### **II. E-MAIL POLICIES AND PROCEDURES**

The Gary Housing Authority e-mail system is designed to improve service to our customers, enhance internal communications, and reduce paperwork. Employees using the Authority's e-mail system must adhere to the following policies and procedures:

- The Gary Housing Authority e-mail system, network, and Internet/Intranet access are intended for business-use only. Employees may access e-mail and the Internet for

personal use only during non-working hours, and strictly in compliance with the terms of this policy.

- All information created, sent, or received via the Gary Housing Authority e-mail system, Internet, or Intranet, including all e-mail messages and electronic files is the property of the Gary Housing Authority. Employees should have NO expectation of privacy regarding this information. The Authority reserves the right to access, read, review, monitor, and copy all messages and files on its computer system at any time and without notice. When deemed necessary, the Authority reserves the right to disclose text or images to law enforcement agencies or other third parties without employee consent.
- Use extreme caution to ensure that the correct e-mail address is used for the intended recipient(s).
- Any message or file sent via e-mail must have the employee's name attached.
- Personal e-mail accounts are not permitted unless expressly authorized in advance by the MIS Department.
- Alternate Internet service provider connections to the Authority's internal network are not permitted unless expressly authorized by the MIS Department and properly protected by firewall or other appropriate security device(s) and/or software.
- Confidential information should not be sent via e-mail unless encrypted by Authority approved encryption software and according to established Authority procedure in affect at the time of transmittal. This includes the transmission of resident financial information, Social Security numbers, employee health records, or other confidential material.
- Employees must provide the MIS Department with all passwords.
- Only authorized management personnel are permitted to access another person's e-mail without consent.
- Employees should exercise sound judgment when distributing messages. Resident-related messages should be carefully guarded and protected. Employees must also abide by copyright laws, ethics rules, and other applicable laws.
- E-mail messages must contain professional and appropriate language at all times. Employees are prohibited from sending abusive, harassing, intimidating, threatening, and discriminatory or otherwise offensive messages via e-mail. Sending abusive, harassing, intimidating, threatening, and discriminatory or otherwise offensive messages via e-mail will result in disciplinary action up to and including termination.
- E-mail usage must conform to the Authority's harassment and discrimination policies.
- Use of the Authority's e-mail system to solicit for any purpose, personal or otherwise, without the consent of the Authority is strictly prohibited.
- Chain messages and executable graphics and/or programs should be deleted. Any employee engaging in the transmission of inappropriate e-mail, as determined by management, will be subject to disciplinary action up to and including termination.
- Employees should archive messages to prevent them from being automatically purged. All messages archived in the Authority's computer system shall be deemed Authority property, as is all information on the Authority's systems. Employees are responsible for knowing the Authority's email retention policies.
- Misuse and/or abuse of electronic access, including but not limited to, personal use during working hours, copying or downloading copyrighted materials, visiting pornographic sites or sending abusive e-mail messages will result in disciplinary action up to and including termination.

Violation of any of these policies will subject an employee to disciplinary action up to and including termination.

## **NETWORK AND INTERNET POLICY**

### **III. PERSONAL RESPONSIBILITY**

By accepting an account password, related information, and accessing the Authority's Network or Internet system, an employee agrees to adhere to the Authority's policies regarding their use. You also agree to report any misuse or policy violation(s) to your supervisor or the Authority's MIS Department.

### **IV. PERSONAL USE AND TERM**

Use of the Network and the Internet is a privilege, not a right. Use of Network and Internet access extends throughout an employee's term of employment, providing the employee does not violate the Authority's policies regarding Network, Internet, and/or Intranet use.

### **V. AVAILABILITY AND ACCESS**

The Authority reserves the right to suspend access at any time, without notice, for technical reasons, possible policy violations, security and/or other concerns.

### **VI. CONTENT AND COMMUNICATIONS**

The Authority, at its sole discretion, will determine what materials, files, information, software, communications, and other content and/or activity will be permitted or prohibited.

### **VII. PRIVACY**

Network and Internet access is provided as a tool for our organization's business. The Authority reserves the right to monitor, inspect, copy, review, and store at any time, without prior notice, any and all usage of the Network and the Internet, as well as any and all materials, files, information, software, communications, and other content transmitted, received or stored in connection with this usage. All such information, content, and files are the property of the Authority. An employee should have NO expectation of privacy regarding them. Network administrators may review files and intercept communications for any reason, including but not limited to maintaining system integrity and ensuring employees are using the system consistently with this Policy.

### **VIII. DOWNLOADED FILES**

Files are not to be downloaded from the Internet without the prior authorization of management. Any files authorized for download from the Internet must be scanned with virus detection software before being opened. Employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy prior to use.

### **IX. CONFIDENTIAL INFORMATION**

Employees may have access to confidential information about the Authority, other employees and residents. With the approval of management, employees may use e-mail to communicate confidential information internally to those with a need to know. Such e-mail must be marked "Confidential." For purposes of this policy, confidential information includes, but is not limited to:

- Procedures for computer access and passwords of the Authority's residents, program manuals, user manuals, or other documentation, run books, screen, file or database layouts, system flowcharts, and all documentation normally related to the design or implementation of any computer programs developed or owned by the Authority relating to computer programs or systems installed for internal use.
- Lists of present or past vendors and the names of individuals at each vendor location with whom the Authority deals, and the information relating to those vendors which has been given to the Authority by them or developed by the Authority.
- Lists of/or information about personnel seeking employment with or who are employed by the Authority.
- Prospect lists for actual or potential vendors and residents of the Authority and contact persons at such actual or potential vendors and residents.
- Any other information relating to the Authority's research, development, purchasing, marketing, employees past and present, residents past or present, and financial information.

## **X. PROHIBITED ACTIVITIES**

Employees are prohibited from using the Authority's e-mail, network, or Internet/Intranet access for the following activities:

- Downloading software without the prior approval of the Authority's MIS Department.
- Printing or distributing copyrighted materials. This includes, but is not limited to, software, articles, audio, video, and graphics protected by copyright.
- Using software that is not licensed by the manufacturer or approved by the Authority.
- Sending, printing, or otherwise disseminating the Authority's proprietary data, or any other information deemed confidential by the Authority, to unauthorized persons.
- Operating a business, soliciting money for personal gain or otherwise engaging in commercial and/or political activity outside the scope of employment.
- Searching for outside employment.
- Making offensive or harassing statements based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- Sending or forwarding messages containing defamatory, obscene, offensive, or harassing statements. An employee should notify their supervisor and/or Human Resources Director immediately upon receiving such a message. This type of message should never be forwarded.
- Sending or forwarding a message that discloses personal information without Authority authorization. This shall also include accessing, transmitting, receiving, or seeking confidential information about residents or fellow employees past or present without authorization.
- Sending ethnic, sexual-preference or gender-related slurs and/or jokes via e-mail. Jokes, which often contain objectionable material, are easily misconstrued when communicated electronically.
- Sending or soliciting sexually orientated messages or images.
- Attempting to access or visit sites featuring pornography, terrorism, espionage, theft, or drugs.
- Gambling or engaging in any other criminal activity in violation of local, state, or federal law.
- Engaging in unethical activities or content.
- Participating in activities, including the preparation or dissemination of content, which could damage the Authority's professional image, reputation, and/or financial stability.

- Permitting or granting use of an e-mail or system account to another employee or persons outside the Authority. Permitting another person to use an account or password to access the Network or the Internet, including, but not limited to, someone whose access has been denied or terminated, is a violation of this policy.
- Using another employee's password or impersonating another person while communicating or accessing the Network or Internet.
- Introducing a virus, harmful component, corrupted data or the malicious tampering with any of the Authority's computer systems.

## **XI. COMPUTER EQUIPMENT**

The following policies are designed to reduce repair costs, maintain the integrity of our system and protect the assets of the Gary Housing Authority. Employees should adhere to the following:

- Do not keep liquids or magnets on or near any computer.
- Do not remove any computer or equipment from the building without prior written permission from management.
- Do not transport disks back and forth between home and office. This will help to minimize exposure to viruses and other malicious code.

## **XII. COMPLIANCE**

Though each individual is responsible for his/her own actions, management personnel are responsible for ensuing employee compliance with Gary Housing Authority policy.

Any employee aware of a policy violation should immediately report the violation to their supervisor, the Authority's MIS Department, and/or the Human Resources Director.

Employees who violate this policy and/or use the Gary Housing Authority's e-mail system, Internet, or Intranet access for improper purposes will be subject to disciplinary action up to and including termination.

## **XIII. NON-COMPLIANCE**

Violation of these policies will result in disciplinary action up to and including termination.

## **SOFTWARE USAGE POLICY**

### **XIV. SOFTWARE USAGE POLICIES AND PROCEDURES**

Software piracy is both a crime and a violation of the Authority's Software Usage Policy.

Employees are to use software strictly in accordance with its license agreement. Unless otherwise provided in the license, the duplication of copyrighted software (except for back-up and archival purposes by designated managerial personnel) is a violation of copyright law. In addition to being in violation of the law, unauthorized duplication of software is contrary to the Authority's standards of employee conduct.

To ensure compliance with software license agreements and the Authority's Software Usage Policy, employees must adhere to the following:

- Employees must use software in accordance with the manufacturer's license agreements and the Authority's Software Usage Policy. The Authority licenses the use of computer software from a variety of outside companies. The Authority does not own the copyright to software licensed from other companies. Employees acknowledge they do not own software or its related documentation. Employees may not make additional copies of software, unless expressly authorized by the software publisher. The only exception will be a single copy, as authorized by designated managerial personnel, for back-up or archival purposes.
- The Authority does not condone and prohibits the unauthorized duplication of software. Employees illegally reproducing software will be subject to disciplinary action up to and including termination. In addition, employees illegally reproducing software may be subject to civil and criminal penalties including fines and imprisonment.

**NOTE: Unauthorized reproduction of software is a federal offense under US copyright laws. In the US, violators may be subject to civil damages in amounts up to \$150,000 per title copied. Criminal penalties include fines as high as \$250,000 per software title copied, and imprisonment of up to 5 years.**

- Any employee who knowingly makes, acquires, or uses unauthorized copies of computer software licensed to the Authority, or who places or uses unauthorized software on the Authority's premises or equipment shall be subject to disciplinary action up to and including termination.
- Employees are not permitted to install their personal software onto the Authority's computer system. Employees are not permitted to copy software from the Authority's computer system for installation on home or other computers without prior written authorization.
- In cases that require an employee to use software at home, the Authority will provide an additional copy or license. Any employee issued additional copies of software for home use acknowledges that such additional copies or license(s) provided for home use are the property of the Authority. Employees who are required to use software at home should consult with the MIS Department to determine if appropriate licenses allow for home use.
- Employees are prohibited from giving software or fonts to clients, residents, vendors, and other persons not in the employ of the Authority. Under no circumstances will the Authority use software from an unauthorized source, including, but not limited to, the Internet, home, friends and/or colleagues.
- Employees who suspect or become aware of software misuse are required to notify their supervisor, the MIS Department, Human Resources Director, or department manager.
- All software used on Authority-owned computers will be purchased through the appropriate procedures.

**XV. ELECTRONIC ACCESS POLICY ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING**

I hereby certify that I have read and fully understand the contents of the Electronic Access Policy. Furthermore, I have been given the opportunity to discuss any information contained therein or any concerns that I may have. I understand that my employment and continued employment is based in part upon my willingness to abide by and follow the policies, rules, regulations, and procedures of the Gary Housing Authority. I acknowledge that the Gary Housing Authority reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between the Gary Housing Authority and its employees. My signature below certifies my knowledge, acceptance and adherence to the policies, rules, regulations, and procedures of the Gary Housing Authority regarding Electronic Access.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**ATTACHMENT NN**  
**Record Retention Policy**

## Record Retention Policy

- I. The Gary Housing Authority will retain temporary records for a period of 10 years after the fiscal year/grant year is audited. This will be in effect until the agency has transitioned from troubled status onto standard performer. This period is longer than the recommended periods due to outstanding audit findings
- II. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 10-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- III. Permanent records or historical records of GHA shall be maintained for a period of 99 years. These records include minutes and resolutions of the Board of Commissioners, property deeds, original cost of developments, etc.
- IV. It will be the responsibility of the Executive Director to establish operating procedures to implement this record retention policy. At a minimum the operating procedures should include cataloging of documents, destruction schedule, safe guarding of records, department and staff responsibilities, etc.
- V. When records are destroyed a list of records destroyed will be included in the monthly board report of the Executive Director.
- VI. Records can be electronic, paper, or other media. This policy includes all records regardless if it is paper, electronic or other media.
  - Temporary programs or special investigations may require retaining certain records for a longer timeframe than usual administrative requirements.

### Definitions

#### **Federal Records**

- This term includes all books, papers, maps, photographs, machine-readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of data in them.

#### **Temporary records**

- Authorized for disposal after the specified retention period.

#### **Permanent records**

- Are not authorized for disposal.

Examples include organizational charts, formal minutes of board and commissions, interagency committees, legal opinions and comments on legislation, formal directives, procedural issuances, operating manuals relating to program functions, agency history, etc.

## PERSONNEL RECORDS & PRIVACY

### I. PURPOSE

To establish standards by which information contained in personnel records will be managed to achieve accuracy, privacy and legal compliance.

### II. SCOPE

This policy applies to all departments and employees of the Gary Housing Authority.

### III. POLICY

- A. **Policy:** Changes of address, telephone number and/or family status (births, marriage, death, divorce, legal separation, etc.) must be reported immediately to the Human Resources Department, as an employee's income tax status and group insurance may be affected by these changes.
- B. **Information Requests and Employment References:** Requests for information from employee files received from other departments and inquiries from outside the Authority, including requests for references on former employees, will be directed to the Human Resources Director. Supervisors and other employees are prohibited from providing personal or employment references on ex-employees or current employees.
- C. **Personnel Files:** All material contained within the personnel files shall be inserted under the direction of the Human Resource Director and no material shall be deleted except by memorandum approved by the Executive Director.

### IV. PROCEDURE

#### A. Information Requests

1. **Telephone inquiries:** Information will be verified by the Human Resources Department via telephone but will be limited to the following:
  - Dates of hire and separation
  - Most recent job title
2. **Written Inquiries:** If the request for information is in writing, salary information will be verified in addition to the above. This verification will be in writing and a copy retained in the employee's file.
3. **References with Written Approval:** In addition to salary history and job chronology, performance information may be released in writing only upon provision of a written release by the employee or ex-employee. This will be explained to separating employees by the Human Resources Department at the exit interview, and employees will be given the opportunity to sign a release at that time, if they wish.

- B. Examination of an Employee's Personnel File:** Any current employee may inspect their personnel file at reasonable times during office hours, by contacting the Human Resources Department.
- C. File Retention:** Originals of personnel records will normally be maintained by the Human Resources Department for a period of seven (7) years after an employee's separation date.
- D. Medical Files:**
- 1. Separate files:** All employees' medical information will be kept in a separate medical file for each employee.
  - 2. Access:** Access to the medical files is restricted to the medical service coordinator, or, in an emergency, the Human Resources Director.
  - 3. Release of Information:** Medical information will be released only upon written authorization of the employee or upon proper request from persons or agencies that have legal rights to the information.
  - 4. Employee Notification:** Employees may be advised when a request is made for a copy of his/her medical files.
- E. Public Records.** All employees are hereby advised that most contents of employee personnel files are public records under Indiana's public records law. Accordingly, except for information which is exempt under the law, including but not limited to medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance, all employees are hereby notified that the Authority may be required to give copies of the employee's personnel files to any person, upon a proper request. An employee will be notified if a request is made under this provision.

**ATTACHMENT 00**  
**Conduct Policy**

## STANDARDS OF CONDUCT AND CORRECTIVE ACTION

### A. Statement of Policy

It is the policy of the Authority that certain rules and regulations regarding employee behavior are necessary for the efficient operation of services and for the benefits and safety of all employees. Conduct that interferes with services, discredits the Authority, or is offensive to residents, fellow employees, or the general public will not be tolerated and is subject to disciplinary action including suspension and/or termination.

### B. Implementation

1. Conduct Expected of Employees - All employees are expected to conduct themselves and behave in a manner conducive to the efficient operation of the Housing Authority. Such conduct includes:

- a. Reporting to work punctually as scheduled and being at the proper workstation, ready for work, at the assigned starting time.
- b. Notifying the supervisor in advance when the employee will be absent from work or is unable to report for work on time.
- c. Complying with all City, Federal, and State safety regulations.
- d. Smoking only at times and in places not prohibited by ordinances and laws.
- e. Wearing clothing appropriate for the work being performed and for the place in which the work is being performed.
- f. Eating meals only during meal periods and only in properly designated areas.
- g. Maintaining work place and work area cleanliness and orderliness.
- h. Treating all citizens, visitors, and fellow employees in a courteous manner.
- i. Refraining from behavior or conduct deemed offensive, or undesirable, or which is subject to disciplinary action.
- j. Performing assigned tasks efficiently and in accordance with established quality standards.
- k. Reporting to management suspicious, unethical, or illegal conduct by fellow employees, suppliers, or any others. In those instances where the employee feels that his/her immediate supervisor may be involved in such conduct the employee shall proceed directly to the Director of Human Resources or Executive Director to file a confidential report.

2. Work Rules and Penalties - The purpose of having work rules and disciplinary procedures are to protect the rights and property of the Authority and its employees, and to ensure the orderly operation of the Authority. These rules DO NOT constitute a contract of employment. By promulgation of these rules, management expects each employee to know what is expected of him/her and to understand the Authority's disciplinary procedures. Violations of the Authority's rules are grouped into three categories:

Group A – The most serious. A first offense in this group will generally warrant immediate discharge.

Group B – Slightly less serious. A first offense in this group may warrant a disciplinary suspension.

Group C – Serious offenses in this group will generally follow the full ranges of the disciplinary procedure.

3. The following rules are not necessarily all inclusive of the required discipline, proper standards of conduct, or obligations of employees. The Authority, therefore, shall when it deems it to be appropriate, establish additional rules. New situations develop constantly, and it is to be understood that the Authority reserves the right to change, suspend, or cancel all or any part of these rules as circumstances may require.
4. The following rules for Group A, Group B, and Group C have been formulated so as to avoid legal words and phrases as much as possible. The contents are presented as a matter of information only and are not to be construed as a contract between the Authority and its employees nor are they to be construed as containing all possible circumstances. Whenever the masculine gender is used, it shall also mean the feminine gender wherever it is consistent with the context.

**a. Group A Rules**

A-1 No employee shall steal or misappropriate any property belonging to the Housing Authority, any employee of the Authority, any contractor working for the Authority or working on the Authority's property, or any visitor. The employee will be responsible for reimbursing any injured party.

A-2 No employee shall willfully or negligently destroy, deface, or misuse the Authority's property, tools, machinery, materials, products, processes or equipment, or that of any contractor, visitor, or other employee.

A-3 No employee shall open, remove, or tamper with locks or seals of the Authority's property without proper authorization.

A-4 No employee shall willfully or negligently violate any government regulations or directive, including direct verbal instructions of any authorized personnel.

A-5 No employee shall remove, possess, control, or take Authority's property from the premises without prior authorization from the Authority.

A-6 No employee shall willfully or negligently falsify information on any document – regardless of local, state, or federal record, including, but not limited to: employee applications, personnel records, medical records, production records, inventory records, payroll records, resident information, invoices, claims, requisitions, vouchers, cash records, billing records, certifications, licenses, etc.

A-7 No employee shall instigate a fight or cause or attempt bodily injury to another employee, visitor, contractor, resident, or any individual on the Authority's premises or while conducting the Authority's business regardless of the location.

A-8 No employee shall engage in an illegal act while on the Authority's premises, while operating Authority vehicles, or while conducting the Authority's business regardless of the location.

A-9 No employee shall possess any dangerous and lawful or unlawful weapon, specifically but not limited to, any firearms, explosives, the use of any vehicle in a manner that could cause injury or death to another or to the employee, while on the Authority's premises, or while conducting the

Authority's business regardless of location. The unauthorized possession of an illegal or dangerous weapon on the Authority's property or while conducting business on behalf of the Authority regardless of the location is strictly prohibited.

A-10 No employee shall possess, use, sell, distribute, manufacture, or be under the influence of illegal drugs and narcotics, and drug paraphernalia, regardless of whether on or off Authority premises, on or off Authority time, and in Authority vehicles. All employees are prohibited from the use of alcoholic beverages on Authority premises, in Authority-owned vehicles, and on Authority time, regardless of the location. All employees are also prohibited from conducting Authority business while under the influence of illegal drugs/and or alcohol. This prohibition also pertains to breaks, meal periods, and consumption of these items prior to reporting for work as well as during work hours. Failure to submit to a required medical or physical examination or test to detect current alcohol or drug use is grounds for discharge or suspension.

A-11 No employee shall possess any stolen property while on the Authority's premise or while conducting the Authority's business regardless of location.

A-12 No employee shall engage in illegal or unauthorized gambling on the Authority's premises or while conducting the Authority's business regardless of the location.

A-13 No employee shall be insubordinate or refuse to carry out orders of supervision unless the orders are illegal or imminently dangerous to life or limb.

A-14 No employee shall manipulate or tamper with the time clock procedure for himself or herself or any other employee.

A-15 Harassment of any nature will not be tolerated.

- Harassment of an employee or resident can lead to disciplinary action up to and including termination.
- Hindering and hampering the investigation of a harassment charge will lead to termination.
- Retaliating against an individual who is assisting GHA in the investigation of a harassment charge will lead to termination.

A-16 No employee shall fail to report any illegal resident violations in a timely manner.

A-17 No employee shall solicit or accept gratuities from vendors as an inducement or an award for a contract. All practices in this area must be in compliance with the guidelines set in 24 CFR 85.36(i)(4).

A-18 No employee shall disclose confidential information to unauthorized persons, agencies, or companies.

A-19 No employee shall be absent for three consecutive workdays or more without notifying his/her supervisor.

A-20 No employee shall walk off the job, or otherwise leave his assigned work area during working hours without notifying his supervisor and receiving permission to do so.

**b. Group B Rules**

B-1 No employee shall coerce, abuse, intimidate, insult, or threaten the physical safety of another employee, visitor, or any other individual on the Authority's premises, or while conducting the Authority's business regardless of the location.

B-2 No employee shall engage in improper conduct while on the Authority's premises or while engaged in acts or conduct on behalf of the Authority or while conducting the Authority's business regardless of the location.

B-3 No employee shall willfully or negligently create, or fail to report immediately, any unsafe condition or act which may affect him or others.

**c. Group C Rules**

C-1 All supervisors shall treat all employees with dignity and respect

C-2 All employees shall treat all supervisors with dignity and respect.

C-3 Employees shall notify his/her supervisor when he/she will be absent.

C-4 Employees will avoid tardiness and excessive absenteeism.

C-5 Employees will report to work properly attired to perform job duties.

C-6 No employee will falsely report to be ill or injured.

C-7 Employees will not work overtime without prior permission.

C-8 Employees will not use defamatory, disruptive, threatening, or obscene language.

C-9 Employees will not use GHA's physical properties, information, influence, or position for private advantage or personal gain.

C-10 Employees are to report injuries, accidents, or unsafe working conditions immediately to a supervisor.

C-11 Employees will not engage in a strike, slowdown, work stoppage, or concerted job action.

C-12 Employees will not damage GHA's reputation and the public's trust through unbecoming conduct, including criminal convictions, during work or non-work hours.

## **CORRECTIVE ACTION**

### **I. PURPOSE**

To set forth general supervisory guidelines for a corrective action process aimed to document and correct undesirable employee behavior.

### **II. SCOPE**

This policy applies to all employees

### **III. POLICY**

The Authority seeks to establish and maintain standards of employee conduct and supervisory practices which will, in the interest of the Authority and its employees, support and promote effective business operations. Such supervisory practices include administering corrective action when employee conduct or performance problems arise. Major elements of this policy include:

- A. Constructive effort by the supervisor to help employees achieve fully satisfactory standards of conduct and job performance.
- B. Correcting employee shortcomings or negative behavior to the extent required.
- C. Notice to employees through communicating this policy that discharge will result from continued or gross violation of employee standards of conduct or unsatisfactory job performance.
- D. Written documentation of disciplinary warnings given and corrective measures taken.
- E. Documentation of corrective action will become a permanent part of the employee's personnel record.
- F. While progressive discipline is encouraged, it is not required. Nothing contained in this Policy with respect to progressive discipline shall be construed to modify the at-will nature of employees' employment with the Authority.

### **IV. OPTIONS FOR CORRECTIVE ACTION**

If an employee's performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of GHA, based on violations either of the above or any other GHA policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including dismissal. While progressive discipline is encouraged, it is not required. Types of discipline may include, but are not limited to:

- A. Oral Warning** – For infractions the Authority deems to be minor, the employee may, at a minimum, be issued an oral warning. If the situation does not improve within a reasonable time (not longer than three months, depending on the seriousness of the issue), the supervisor may repeat the measure, or implement a more severe option. Supervisors must document oral warnings issued to employees by making memorandum to the employee's file, dated and signed by the supervisor, and briefly describing the employee's unacceptable performance or conduct and how it fails to meet the Authority's policies.
- B. Written Warning Notice** - For repeated minor infractions, or a more substantial infraction, the employee may, at a minimum, be issued a written warning. The Department Director must approve the written warning prior to it being given to the employee. If the situation does not improve with a reasonable time (not longer than three months, depending on the seriousness of the issue), the supervisor may report the measure or take steps to discharge the employee. Written warnings should:
1. Be dated;
  2. Be signed by the person preparing the warning;
  3. Thoroughly describe the employee's unacceptable performance or conduct and how it fails to meet GHA's policies;
  4. Specify the potential consequences of further unacceptable performance or conduct;
  5. Note that the action will be placed in the employee's personnel file; and
  6. Advise the employee that an attachment may be made to the action, outlining the employee's point of view.

The written warning notice may be prepared following a corrective action discussion with the employee, or depending on the circumstances, may be issued without an oral warning. The employee should be asked to sign the notice, acknowledging receipt. Failure to sign the notice (acknowledging receipt) may result in termination. Three copies of the notice will be distributed as follows: (1) to the employee; (2) to the supervisor; and (3) to the Human Resources Department for placement in the employee's personnel file.

- C. Discharge** - For infractions management deems to be sufficiently serious, or for failure to respond appropriately to prior corrective action, discharge is appropriate. The approval of the Executive Director must be obtained prior to the discharge of an employee under any circumstances.

**V. OTHER OPTION FOR CORRECTIVE ACTION - SUSPENSION**

- A. **WHEN WARRANTED** - Suspension of an employee may be warranted when discharge appears possible. Suspension may be investigative to remove an employee from a problem situation and allow the Authority to conduct a thorough confidential investigation, or disciplinary, as a corrective action which should be used sparingly.
  
- B. **APPROVAL OF SUSPENSIONS** - Whether investigative or disciplinary, the supervisor may recommend suspension of the employee and the Department Director, the Director of Human Resources and the Executive Director must approve such suspension.
  
- C. **PAID/UNPAID** - Investigative suspensions are generally paid, but may be unpaid at the discretion of the Human Resources Director. Disciplinary suspensions are always unpaid. Personal leave and sick leave are not to be accessed during the time of disciplinary suspension.
  
- D. **SPECIAL PROBATION** - Employees placed on disciplinary suspension will be placed on a 90-day probation following their return to work.

**ATTACHMENT PP**  
**Travel Policy**

## TRAVEL

### I. PURPOSE

To provide guidelines for the control and reimbursement for travel.

### II. SCOPE

This policy applies to all employees, commissioners, residents, or other persons traveling on Authority business whose cost for travel is paid by the Authority.

### III. POLICY - TRAVEL REQUEST PROCEDURES

Attendance at conferences, seminars, conventions and meeting essential to conduct of Gary Housing Authority programs, shall be limited to the number of persons necessary to adequately cover the event.

Employee travel requests shall be first be approved by the immediate supervisor, the Capital Funds Director, the Finance Director, the Human Resources Director and then submitted to the Executive Director for approval no less than five (5) days prior to the Regular Monthly Board Meeting. Commissioners and other authorized agents of the Gary Housing Authority shall submit all travel requests requiring Board approval to the Commissioners for final consideration.

All travel arrangements shall be made and expensed from the administrative offices of the Authority and all travel arrangement information issued from same.

#### Travel Outside the City of Gary

Employees of the Gary Housing Authority may engage in official travel provided specific prior approval and authorization is granted. Each trip outside the HUD Region V Jurisdiction shall be specifically approved and authorized by the Board of Commissioners. Each trip within the HUD Region V jurisdiction shall be specifically approved and authorized by the Executive Director.

Commissioners and other designated agents of the Authority may engage in official travel provided specific provided specific prior approval and authorization is granted by the Board of Commissioners. Each trip must have specific prior approval and authorization by the Board regardless of jurisdiction.

Travel outside the City of Gary but within the boundaries of the Chicago Metropolitan Area shall not be considered for overnight stay except at the Executive Director's recommendation and (Board approval when extenuating circumstances exist that warrant an overnight stay).

Employees, Commissioners, and authorized agents of the Authority traveling outside the City of Gary, leaving prior to 8:00 a.m. and returning after 6:00 p.m. shall be entitled to reimbursement for eligible travel expenses. (See Reimbursable Travel Expenses.)

### Travel for Employment Interviews

In order to obtain the best qualified person for vacant position at the director level and above, the Gary Housing Authority recognizes that the applicant pool may extend beyond reasonable driving distance. In such cases when the agency is interested in interviewing a candidate for a second time, the agency will reimburse travel expenses for applicant(s).

The applicant shall follow the same procedures as other individuals who travel on behalf of the Gary Housing Authority and will receive the same per diem amounts.

### Reimbursable Travel Expenses

**(Outside City of Gary):** The following are considered reimbursable expenses when not prepaid by (Outside City of Gary). Any cost exceeding expense allowances as set forth by this policy shall be the subject to approval by the Board of Commissioners prior to reimbursement. To qualify for reimbursement, travelers are required to submit a travel expense statement with receipts attached. Reimbursement shall not exceed actual cost as stated by receipts. The following are considered reimbursable expenses when not prepaid by the Authority:

1. All round-trip air, rail, and bus transportation using the most direct route to and from the destination;
2. Ground transportation to and from airport; transportation from airport to lodging site and back; and transportation to and from conference site when accommodations at conference site are not available and shuttle buses are not provided;
3. Lodging at actual cost in connection with authorized travel, not to include costs for private lodging;
4. Mileage when privately owned vehicle is used for authorized out-of-town travel. Reimbursement shall be made at a fixed rate determined by the Federal Standard mileage allowance in effect at the time of travel;
5. When a private vehicle is used, a signed travel expense statement recording round-trip odometer readings and applicable parking fees and tolls must be submitted along with receipts to the Executive Director for approval prior to reimbursement. In the event two or more persons travel in one vehicle, only one of these persons shall be reimbursed for mileage, parking fees and toll expense;
6. Mileage for private vehicles will include:
  - a. Travel to and from the airport; tolls and parking fees, (parking allowed in the airport's most economical parking lot).
  - b. Round trip mileage using the most direct route to and from the destination.
  - c. Travelers shall be reimbursed the lesser amount between the cost of the shuttle

bus service to the airport or the combined cost of mileage, tolls, and parking of vehicles.

- d. If a traveler makes the decision to travel to an approved location in a means other than the regular way, the traveler shall be reimbursed for the average cost of the trip. (For example, if others are flying to a destination and the traveler chooses to drive his/her own vehicle to drive on to another location afterwards, then the traveler will be reimbursed for the cost of the flight.
- e. Automobile rental is allowed on a case by case basis with prior approval of the Executive Director. However, mileage shall not be paid in connection with the use of the rental vehicle.
- f. Employees and non-employees for out of state or overnight events shall be entitled to a per diem of \$45.00 per day for meals and tips of any kind. Receipts are not required for the per diem allowance expenditures.
- g. Travel outside the City of Gary, but within the boundaries of the Chicago Metropolitan Area and the State of Indiana, requiring less than one day duration with departure prior to 8:00 a.m. and return after 6:00 p.m. is reimbursable at a per diem of the maximum allowed as stated in IRS Publication 1542 for meals and tips. Receipts are not required for per diem allowance expenditures.

8. Per Diem Tiers are in effect as follows:

If any effected person leaves AFTER 11:00am.....receive 75% per diem  
If any effected person leaves AFTER 3:00pm.....receive 50% per diem  
If any effected person leaves AFTER 8:00p.m.....receive 0% per diem

**Non-Reimbursable Expenses**

The following are considered non-reimbursable travel expenses and are not to be claimed on travel expense statements:

- Telephone calls from hotel, other than GHA business related;
- Movie viewing charges from hotel room;
- Meal and tip expenses in excess of the \$45.00 per day;
- Any form of personal amusement (i.e., alcoholic beverages, entertainment cover charges or fees, tour fees);
- Personal services (i.e.; haircuts, laundry/dry cleaning services, manicure/ pedicures, etc.);
- Taxi or bus fares for non-business related travel;
- Meals provided through registration costs; and
- Extensions of, or change in travel status for personal reasons or convenience which will increase the cost of the travel.

### **Travel Expense Statement**

Travel expense statements are available to be itemized in detail on official GHA travel forms. Receipts and accompanying travel forms must be filed within five (5) working days after return from travel. Receipts for travel expenses, except per diem, must be attached to the expense statement to be considered an allowable expense, including but not limited to ground transportation and hotel.

Travel expense statements shall be forwarded to the accounting department for verification and then to the Executive Director for final approval to issuance of reimbursements.

Failure to file and submit travel expense statements automatically results in suspension of future travel privileges for the traveler until such time the statement is received and approved by the Executive Director.

In the event that an employee, resident, or board member is scheduled for travel for training and the employee is not able to attend for personal reasons, the employee may be liable for any loss of monies (plane tickets, seminar registration, etc) that cannot be recovered.

### **Travel within the City of Gary**

Necessary business travel within the City of Gary using a private vehicle will be reimbursed at the rate of the current IRS rate per mile, not to exceed (250) miles per month. Travel within Gary Housing Authority developments is not reimbursable and cannot be claimed.

All authorized persons requesting in-city travel reimbursement shall submit a claim on a Travel Voucher showing odometer readings, destinations, dates and purpose of travel. In no case shall the point to point odometer exceed that contained on the Average Mileage between GHA Developments chart.

All travel guidelines explained in this section apply to employees, residents, and commissioners of Gary Housing Authority.
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**ATTACHMENT QQ**  
**Emergency Policy**

# **GARY HOUSING AUTHORITY**

## **EMERGENCY PROCEDURES**

In the event of an emergency, the following procedures will be adhered to by employees and residents of the Gary Housing Authority.

### **MEDIA INQUIRES:**

The Executive Director will be the person responsible for releasing any information to the media regarding any emergency. In the absence of the Executive Director, the *designated staff person(s)* will be the person responsible for releasing any information.

No information, other than a general release, will be released to the media until such time as the facts can be verified.

Staff is instructed to politely refuse comment and to refer any inquiries to the persons designated above.

### **VEHICLE ACCIDENTS:**

In the event of an accident involving one or more of the Gary Housing Authority's vehicles, employees are instructed to follow the procedures listed below:

1. Do not discuss the accident.
2. Do not admit fault.
3. Tend to any medical needs. Call police or have supervisor contact police.
4. Record the name, address and driver's license number of the driver.
5. Record the name of the insurance company and their telephone number.
6. Record the license plate and the make of the car.

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7. Record the police report number, police officer's badge number, time, date and place of the accident.
8. Record the names and addresses of any witness.
9. Complete the necessary vehicle accident forms with their immediate supervisor and/or the Secretary.
10. Supervisor will complete the employee accident form if the employee is injured and unable to do so.

**POWER FAILURE:**

In the event of a power failure, the Executive Director or *designated staff person(s)* will:

1. Determine, with the help of the GHA's electrician or the utility company (if applicable), what caused the power failure.
2. If it is within the electrician's ability to correct the problem then he will be instructed to do so. The electrician will check for damage to electrical equipment and note any deficiencies of such. He will report his findings to the Executive Director or *designated staff person(s)*.
3. However, the utility company will take corrective action in those instances where it is within their power to resolve the problem and restore power.
4. All residents will be advised to keep refrigerator doors closed to maintain temperature inside.
5. All office machinery such as computers, copiers, etc. will be turned off until power is restored.
6. If the outage is contained to one room, the electrician will determine the cause and correct it and then reset the circuit breakers once the problem has been resolved.
7. All employees are instructed to take precautions when moving around in the dark to avoid accidental trips/falls.
8. No equipment will be turned on until such time at the Executive Director or the *designated staff person(s)* has given the okay to do so.

## **MEDICAL EMERGENCIES:**

In the event of a medical emergency, employees are instructed to:

### ***Life or Death Situation:***

1. Call 911. Give the exact location, condition of sick/injured individual and nature of emergency. They will advise you what to do.
2. Contact the Executive Director or the *designated staff person(s)* immediately or as soon as possible.
3. If the accident involves visitors or residents, contact the Executive Director or the *designated staff person(s)* who will contact the appropriate person or person listed as emergency contact in the resident's file.
4. All employee accidents must be reported to the employee's immediate supervisor who, in turn, will inform the Executive Director or the *designated staff person(s)*.
5. The supervisor will complete all appropriate accident/injury forms.

### ***Not Life Threatening Situation:***

1. Notify the Executive Director or the *designated staff person(s)*.
2. Render first aid only if you are qualified (i.e. have C.P.R. training, etc.)
3. All employee accidents must be reported to the employee's immediate supervisor who will inform the Executive Director or the *designated staff person(s)*.

## **PUBLIC DISTURBANCE:**

The Gary Housing Authority relies on the local Police Department to advise us what type of action should be taken during a local disturbance in or around our premises. Employees will be instructed in how to proceed should an incident occur by their supervisor or the Executive Director.

All employees should remain in their respective work areas and continue to perform their duties until instructed otherwise. Employees should not leave the building unless there is a threat to their life or safety.

If aggressors enter the work area, be courteous and do not provoke an incident. Notify the nearest supervisor immediately. The supervisor will then call 911 if necessary.

The supervisor will then consult with the Police to see what type of action for protection of the building and personnel is necessary.

All doors leading inside the building will be locked and the property and/or building will be secured if necessary. All persons entering and leaving the building or property will be screened. Employees will be notified of the emergency situation. Unless instructed by the Police, all employees and clients within the building will be kept inside until the disturbance is taken care of.

### **ROBBERY:**

In the case of robbery, your personal safety and that of the individuals around you is of the utmost importance. Don't do anything that might jeopardize that safety. Remember to:

1. Stay calm and obey instructions from the robber. Don't attempt to stop or apprehend the robber.
2. Carefully note the physical description, characteristics and dress of the robber.
3. If possible, watch through the window to see if you can spot any vehicle.
4. After the robber has left, call 911 and report the robbery to the Police.
5. Notify your supervisor who will then fill out the appropriate incident forms or reports.

### **EARTHQUAKE/TORNADO OR NATURAL DISASTER**

Earthquakes can strike without any warning. Therefore, employees and residents are instructed to follow the procedures listed below to help ensure everyone's safety.

#### ***Inside a Building:***

1. If possible get under a solid desk or table.
2. Protect your eyes, head, spine, neck and shoulders as much as possible.
3. If you are not near a desk but are in a hallway or lobby, get under permanent doorways.
4. Stay away from windows. If your desk is near a window and you plan to get under the desk, you may want to pull the drapes or blinds in case of window breakage.
5. Stay away from temporary walls or partitions and freestanding objects such as files, supply cabinets, and coat closets.
6. Do not attempt to evacuate due to falling debris.

7. If you are near an emergency exit and feel safe in doing so, prop open the door with anything handy to ensure it won't be jammed shut.
8. Remember, sometimes the first jolt from an earthquake is only the fore shock with large ones after. Also, tremors may continue for some time after the quake.

***Outside a Building:***

1. Stay outside and protect yourself from falling objects and debris.
2. Move to an open area, away from trees, power lines and buildings.
3. Take cover in the exterior doorway of a building only if you are on a sidewalk and have no other place to take cover.

***When the earthquake has subsided:***

1. Do not light a match, turn on a light switch, or use telephone if you smell gas.
2. Shut off utilities if you smell gas.
3. Check for injuries and fires. If someone is injured, call 911. If gas is present, call from another phone.
4. Avoid using the telephone for personal calls so that emergency calls can get through.
5. You will be advised of the situation. Just remember, you will probably be safer inside than in the street. Falling debris, electrical wires, etc., will cause extremely hazardous conditions.

The Executive Director will be the person responsible for notifying authorities in case of an emergency. In the absence of the Executive Director, the *designated staff person(s)* will be responsible for notifying authorities.

In the event of a power failure, the Executive Director or the *designated staff person(s)* will notify the utility companies who will take corrective action to resolve the problem and restore power.

All employees and residents will be instructed to remain in their respective buildings until such time as any outside danger, such as downed power lines, have been taken care of.

**FIRE:**

In the event of a fire, all tenants shall stay in their units unless directly endangered by fire or until they are directed by the Fire Department to leave. However, the following procedures will also be adhered to:

1. If you discover a fire in your area, you are to leave the area immediately. Upon leaving your area, make sure the door is closed behind you.
2. Upon leaving your area, immediately proceed to the nearest alarm pull station. The alarm will sound in the building notifying all residents and employees of the situation, then call 911 as soon as possible.
3. Notify your floor captains and if possible assist with the evacuation of any residents or staff that may need help in evacuating their apartment or the fire area.
4. The initial evacuation will be:
  - a. The floor the fire was discovered on.
  - b. Two floors above the floor that the fire was discovered on.
  - c. One floor below the floor the fire was discovered on.The Fire Department, upon their arrival, will make the determination if additional evacuation of residents/staff is necessary.

### **EVACUATION:**

In some cases evacuation of the area may be required by the Fire Department or another local government agency. In these cases the following procedures should be adhered to when evacuating the building:

1. When evacuating the building follow the posted evacuation routes.
2. **Under no circumstances use the elevators.** The elevators can malfunction during a fire and could trap you or take you to the fire floor.
3. **Only use the stairs when evacuating.**
4. Evacuate to lower floors and out of the building. Do not go to higher floors.
5. Do not panic, the evacuation should be orderly and done as quickly as possible.
6. Do not block the stairs; other residents will be coming down behind you. Also remember that the fire department will be coming up the stairs.
7. Once you are out of the building, you are to proceed to the designated safe meeting area for your building. **DO NOT** re-enter the building under any circumstances.
8. Once you have arrived at the designated safe meeting area, it will be everyone's responsibility to ensure that all residents/staff have made it to the safe meeting area. If you notice that a resident/staff is not present, notify your floor captain immediately. The floor captain should notify the Fire Department of the missing resident/staff.

9. If an injury occurs or any other medical emergency arises, notify the Gary Fire Department Emergency Medical Services for assistance. If a medical emergency or injury is discovered at the time of discovering the fire, call 911.

**IMPORTANT:**

- A. DO NOT TURN BACK FOR ANY REASON.
- B. BE CALM AT ALL TIMES, DO NOT PANIC.
- C. DO NOT tie up equipment that will be needed by the fire department to reach and fight the fire (i.e. fire extinguishers, fire hoses, etc.)
- D. If the fire is located in the corridor on your floor or you are uncertain of its location, please remain in your unit or office. Close ALL doors. Open windows necessary for fresh air and yell for assistance. History of fires indicates that more people are injured or killed by smoke, heat or suffocation in a fire than by the flames.

**SUPERVISORS**

1. Assess the situation and determine whether an emergency exists which requires activating the emergency procedures.
2. Direct all efforts in the area including evacuating personnel and minimizing property loss.
3. If a suspicious object is found, DO NOT TOUCH IT. Notify the above mentioned persons.
4. Never use two-way radio communications.

**FLOODS**

If a flood is likely in your area, you should:

Listen to the radio or television for information.

Be aware that flash flooding can occur. If there is any possibility of a flash flood, move immediately to higher ground. Do not wait for instructions to move.

Be aware of streams, drainage channels, and other areas known to flood suddenly. Flash floods can occur in these areas with or without such typical warnings as rain clouds or heavy rains.

If you must prepare to evacuate, you should do the following:

Secure your home or workplace. If you have time, bring in outdoor furniture. Move essential items to an upper floor.

Turn off utilities at the main switches or valves if instructed to do so. Disconnect electrical appliances. Do not touch electrical equipment if you are wet or standing in water.

If you have to leave your home or workplace, remember these evacuation tips:

Do not walk through moving water. Six inches of moving water can make you fall. If you have to walk in water, walk where the water is not moving. Use a stick to check the firmness of the ground in front of you.

Do not drive into flooded areas. If floodwaters rise around your car, abandon the car and move to higher ground if you can do so safely. You and the vehicle can be quickly swept away.

The following are guidelines for the period following a flood:

Listen for news reports to learn whether the community's water supply is safe to drink.

Avoid floodwaters; water may be contaminated by oil, gasoline, or raw sewage. Water may also be electrically charged from underground or downed power lines.

Avoid moving water

Be aware of areas where floodwaters have receded. Roads may have weakened and could collapse under the weight of a car.

Stay away from downed power lines, and report them to the power company.

Return home or to your workplace only when authorities indicate it is safe.

Stay out of any building if it is surrounded by floodwaters.

Use extreme caution when entering buildings; there may be hidden damage, particularly in foundations.

Service damaged septic tanks, cesspools, pits, and leaching systems as soon as possible. Damaged sewage systems are serious health hazards.

Clean and disinfect everything that got wet. Mud left from floodwater can contain sewage and chemicals.

## **BOMB THREAT**

In the event that the GHA is notified of a bomb threat by telephone or any other means, the facility will be immediately evacuated following the posted evacuation routes. Once a bomb

threat has been made, the employee who received the bomb threat will immediately notify their supervisor of the situation. Notification of other employees and clients shall be done in a calm, discrete manner. Residents and staff shall be asked to simply evacuate the building by using the posted evacuation routes. Once evacuation is in progress and the situation allows safe notification, the Gary Police and Fire Departments shall be notified.

## **GAS EMERGENCY PLAN**

There are two types of gas that can be on a public housing site, Natural gas used for heating and cooking in the units and Liquid Propane Gas which can also be used for heating and cooking but the most recognized use is outdoor cooking grills.

Both gases in proper concentrations are explosive. The only way to determine if the situation is in the explosive range is by using a meter which measures the amount of gas in the atmosphere. If a meter is not available, treat every situation as explosive.

Natural gas is piped into the area and building by pipeline. This gas is lighter than air and rises to the highest point in a structure. Propane is usually stored in tanks, large tanks for homes and small 20# tanks for cooking grills. Propane is heavier than air and settles in low areas and will find its way into basements and crawl spaces.

First action to be taken is to remove all unauthorized persons from the area and make that a very large area. Do not allow anyone into any building. Call the utility company and the fire department.

The second objective is to turn off the source of the gas. Natural gas has meters outside the building and each meter has a shutoff on the meter. (Have the utility company label or identify which meter is for which unit.) There is also a valve below grade but a special tool is needed that the fire department and utility company carry. Once the source has been turned off, and again without placing staff in jeopardy, enter the building to ventilate. Before entry is made, turn on all portable lights outside the building. Inside do not touch light switches, telephones or cellular phones. Do not use portable radios inside the building. Ventilate by opening all windows, both top and bottom, and all doors. Once the building has been opened up, return outside and wait before reentering and repairing the cause of the leak. If the escaping gas is on fire, **DO NOT EXTINGUISH THE FIRE AS THE ESCAPING GAS WILL CREATE AN EXPLOSIVE SITUATION.** In the event of fire, try to protect exposed areas or buildings from the fire to prevent spread.

When the utility company and/or the fire department arrive on the scene, step back and let them handle the situation. Advise them of what action you have taken so they can proceed.

## NATURAL GAS EMERGENCY PLAN

Natural gas is an explosive gas when in proper concentrations. The only way to know if the area is explosive is by using a meter which measures the atmosphere, therefore treat all situations as explosive. Natural gas is lighter than air so it will rise to the highest point in an area and then bank down. When a natural gas leak is reported to maintenance, first call the local utility company and then the fire department. Respond to the area and if possible and, without placing yourself in jeopardy, shut off the flow of gas. Open all doors and open all windows both top and bottom.

DO NOT TURN ON LIGHTS OR ANY SPARK OR FLAME PRODUCING DEVICE AND IF THEY ARE ON LEAVE THEM ALONE. Portable lights, such as flashlights, should be turned on outside the area and then carried in. DO NOT use portable radios or cellular telephones or regular telephones in the area. Keep all unauthorized persons away.

Shutoff's can be found behind appliances. There is also a shutoff at the meter but that shutoff should be tagged by the utility so maintenance knows which is the correct shutoff. There is also a street shutoff which requires a special wrench carried by the utility and the fire department.

If the escaping gas is ignited allow it to burn unless the fuel source is turned off. Extinguishing the fire will produce an explosive mixture in the area if the fuel source is not shut off.

# COMPUTER SYSTEM FAILURE EMERGENCY PLAN

In the event of a disaster resulting in computer system failure or damage to computer systems, backup tapes should be stored off-site. The most current full system backup and the most recent full database export should be stored far enough away from the computer room to be safe in the case of fire or flood. Weekly backups of the complete system and individual databases are stored offsite, preferably in a vault.

## **Backup Facilities**

In case of fire or natural disaster, it may become necessary to move the computer room to a backup location or hot site. The location is to be determined at a later date.

## **Emergency Response**

The following steps should be taken in the event of a disaster or system failure.

The Department Manager and Executive Director should be notified as soon as possible.

The MIS/ITT staff should be notified and assembled as soon as reasonable under the circumstances.

MIS/ITT staff and department managers should assess damages or data loss for each department.

MIS/ITT staff should advise the Executive Director and department managers of the extent of damage and recovery procedures necessary to get computer systems up and operation to either full or degraded service.

If necessary, pertinent vendors should be contacted to restore computer service.

Staff should be notified of situation and provided with an estimated time to return to either full or degraded service.

Individual departments will be brought back up to service on a priority basis determined by the Executive Director.

## EMERGENCY TELEPHONE NUMBERS

### EXTERIOR

#### Number/Page/Ext.

- **Fire Department**
    - Fires** 911
    - Chemical Spills/Releases** 911
  - **Ambulance Service** 911
  - **Police Department** 911
  - **Utility Companies**
    - NIPSCO** 1-800-634-3524 (gas and electric)
    - Indiana American Water Co.** 1-800-464-7726 (water)
- 

### INTERIOR

- **Security** (219) 545-4136
- **Emergency Maintenance** (219) 756-0450
- **Normal Hours** (219) 882-7373
- **On Call Hours** 3:30 p.m. to 8:00 a.m. (weekdays)  
24 hours (weekends and holidays)

## EMERGENCY CONTACT LIST

NAME	DEPARTMENT/LOCATION	CELL PHONE NUMBER
Alfreda Peterson Executive Director	Central Office 578 Broadway	(219) 545-7128
Willie Hollingsworth Deputy Director	Central Office 578 Broadway	(219) 545-7452
Kenneth Clinton Maintenance Foreman	Central Warehouse 1436 Massachusetts Street	(219) 545-8071 (219) 218-4995
Wardell Hampton Security Coordinator	Central Office 578 Broadway	(219) 545-8066
Clarence Hightower Asst. Security Coord.	Central Office 578 Broadway	(219) 545-8029
Gurtha Thornton Property Manager	Delaney Community 913 W. 22 <sup>nd</sup> Place	(219) 545-2876
Myk'l Williams Property Manager	Concord Village 5001 W. 19 <sup>th</sup> Avenue	(219) 545-8026
Diane Graves Property Manager	Dorie Miller 1722 E. 21 <sup>st</sup> Avenue	(219) 545-7798
Darlene Pointer Program Specialist	Horace Mann & Duneland (Homeownership Program)	(219) 545-2611
Darlene Fleming Property Manager	Glen Park High Rise 3280 Pierce Street	(219) 545-8039
Jana Bonds Property Manager	Al Thomas High Rise 100 W. 11 <sup>th</sup> Avenue	(219) 545-5890
Sharon Hutton Property Manager	Carolyn B. Mosby High Rise 650 Jackson Street	(219) 545-8032
Janis Stephens Property Manager	Colonial Gardens 4945 Tennessee Street	(219) 545-5862
Diane Moore Property Manager	Genesis Towers 578 Broadway	(219) 545-7256

**ATTACHMENT RR**  
**Vehicle Use Policy**

## **VEHICLE USE POLICY AND PROCEDURES**

### **I) Introduction**

All officials, employees, and volunteers who use an Agency or privately owned vehicle for Agency business shall follow the guidelines set forth in this policy and procedures document.

### **II) Purpose**

The purpose of this policy is to establish and specify The Gary Housing Authority's general requirements and guidelines for vehicle use (both private and Agency owned) by officials, employees, and volunteers during the conduct of official Agency business and to establish related procedures and controls. References to employees in this policy include officials and regular and temporary employees unless stated otherwise.

### **III) Policy**

Agency and privately owned vehicles used for Agency work activities are to be operated in a safe manner consistent with local, state, and federal laws. All accidents must be reported promptly according to the procedures outlined within. The use of Agency vehicles shall be limited to necessary Agency business.

### **IV) Procedures**

#### **A) Responsibilities**

##### **1) Human Resources Department**

- The Agency Executive Director has designated the Human Resources Department as the group responsible for implementing the provisions of this policy.
- The Human Resources Department shall be responsible for the uniform application and implementation of Agency policy in regard to assignment of Agency vehicles to individuals and departmental pools.
- Human Resources shall also be responsible for ensuring that any proposed exceptions to this Agency policy are considered for maximum benefit to the Agency.
- Responsibility for Agency vehicles shall be centralized under the direction of the Gary Housing Authority Fleet Manager for maintenance, acquisitions, repairs and other responsibilities not delegated to other departments. This includes the authorization of alternate repair facilities.

- Ensure that all regular staff, temporary employees and/or volunteers within his/her department, who drive vehicles on Agency business, are aware of and comply with this policy and procedures.
- Ensure all regular staff, temporary employees and volunteers in each department who drive vehicles on Agency business are provided a copy of this policy and procedures.
- Ensure the employees and volunteers sign an acknowledgement of receipt stating they have received, read, and have had the opportunity to obtain answers to any questions they may have regarding the meaning and interpretation of the policy and procedures. Employees and volunteers shall not operate a vehicle (Agency or private) for Agency business, until he/she has signed the acknowledgement of receipt form.
- Ensure executed statements of acknowledgement are kept on file in the applicable departments.
- Shall approve permanent retention authorization in March of each year and maintain annual filings of such authorization
- Ensure Agency vehicles are operated by authorized Agency regular staff, temporary employees and/or volunteers who possess a legally valid Indiana driver's license of the proper class for the vehicle being operated, prior to the vehicle being assigned, and who meet all other requirements established by their department.
- Ensure that volunteers and temporary employees, who drive Agency vehicles, are subject to the same policy and procedures as regular Agency employees.

## **2) Department Managers**

- Ensure that all assigned vehicles are delivered to the Agency vehicle maintenance facility whenever service is due.
- Ensure that all reimbursement claims for Agency vehicle repairs are sent to the Human Resources Department for verification and approval.
- Ensure that all regular staff, temporary employees, and volunteers under his/her supervision, who drive Agency vehicles, possess a valid Indiana driver's license of the proper class.
- ALL accidents are reported to the Department Manager and the Human Resources Department immediately.

## **3) Drivers**

- Ensure the vehicle is used for official Agency business only and ensure that passengers shall be Agency employees or authorized persons.
- Have possession of a valid Indiana driver's license of the proper class at all times while operating any vehicle on Agency business.
- Wear seat belts at all times and instruct all passengers to fasten their seat belts before the vehicle is in motion.

- Operate the vehicle in a safe manner conforming to traffic laws and road conditions.
- Smoking is prohibited in Agency owned or leased vehicles
- Agency vehicles are to be serviced and repaired by Fleet Management or an approved outside vendor if they are unable to service/repair. In the event of a vehicle breakdown within City limits or when traveling out of the City of Gary, every effort should be made to contact Fleet Management for assistance or instructions.
- Conduct an operator's check of the vehicle each day, prior to operating. The minimum operator's check should consist of a check for body damage (dents, etc.), mechanical problems, and to verify all lights are functioning, all of which should be reported to your immediate supervisor and then in writing to the Human Resources Department.
- Operate the vehicle in the manner consistent with the intended use of the vehicle.
- Ensure no pets are allowed in Agency owned vehicles, unless necessary for completion of assigned Agency duties.
- Immediately notify the department head and the Human Resources Department of any change in his/her driving privileges.
- Use of an Agency vehicle for transportation to home or a restaurant for meals is prohibited, unless permanent retention has been authorized or it is done during duty hours or while attending a meeting on official Agency business.
- Notify your division manager/supervisor and the Human Resources Department immediately in the event you are involved in an accident.
- In the event of an accident, utilize the accident information provided in this policy.
- Place no bumper stickers or logos on Agency owned vehicles.

## **B) Assignment of Vehicles**

When not on Agency business, Agency vehicles are to be kept on Agency property locations. Privately owned vehicles are not to be left on Agency property for more than 24 hours and may be towed at the owner's expense unless prior arrangements are made with the department head or his/her designee. Duty hours, temporary or permanent retention may be allowed as follows:

### **1) Duty Hour Retention**

The minimum transportation needs for this category of vehicle assignment shall include the following conditions:

- The department head or his/her designee has determined the assignee's duties cannot be satisfactorily performed without continuous availability of a suitable vehicle during duty hours.

- The tasks performed during duty hours require a specially equipped vehicle.
- The need cannot be met by use of a department pool vehicle.
- The monthly mileage claim costs of a privately owned vehicle would regularly exceed costs of assigning an Agency vehicle.

## **2) Permanent Retention**

A department head or his/her designee may assign an employee permanent (overnight) retention of an Agency vehicle if the department head deems that:

- Permanent retention is in the best interest of the public; and
- The task(s) to be performed when called during off-duty hours requires immediate travel to the job location.

Approval for permanent retention is contingent on the employee being and remaining on a continuous on-call status during other than normal working hours (i.e., 24-hours on call) and meeting at least one of the following criteria:

- The need to respond to emergencies in the field with a vehicle specially equipped to meet the work needs of the department an average of at least six (6) or more calls per month.
- The employee is required to respond to the field with specially equipped vehicles to meet the seasonal work conditions of the department.
- The employee reports directly to the field at least fifty percent (50%) of his/her scheduled workdays and the employee lives more than ten (10) miles from the office headquarters.
- The employee operates specialized equipment that would be required in the event of an emergency and there is not enough time to retrieve the equipment from an Agency facility.
- An employee has an irregular work schedule due to required attendance at work related activities an average of at least two (2) weekends per month or two (2) evenings per week.

## **3) Temporary Retention**

The authority granted in this section shall not be used in place of or to circumvent the requirements of making formal requests for permanent retention.

A department head or his/her designee shall be authorized to grant temporary retention of vehicles to employees based on the following criteria:

- When an employee is temporarily scheduled for standby duty outside of normal working hours due to emergency conditions or adverse weather.
- When an employee is leaving before working hours or returning from an authorized Agency business trip after regular working hours.

### **C) Use of an Agency Vehicle for Personal Business**

When using an Agency vehicle, an employee or volunteer shall follow these guidelines:

- When an employee or volunteer is assigned standby duty during weeknights or weekends, an assigned Agency vehicle may be used for limited personal necessities, such as necessary trips to the grocery store or pharmacy, medical/dental needs and religious observances (in emergency situations only when the employee or volunteer has no other vehicles available).
- When the employee or volunteer is not on standby, but has approval from the appointing authority or designee to take an Agency vehicle home, the vehicle may be used for limited necessities (in emergency situations only). The department head or his/her designee should be informed as soon as possible after such situations arise.
- When an Agency car is taken home, it should be parked in an appropriate place such as the employee's or volunteer's driveway, garage, or close to the employee's or volunteer's home.
- Notwithstanding the above, an Agency vehicle shall not be used at all for the above listed exceptions when the employee or volunteer has access to another private vehicle.
- If non-Agency employees or volunteers (i.e., family members) attend local, regional or state meetings with an employee or volunteer, the employee or volunteer shall use his/her personal transportation, with the prior authorization of the department head or designee. Mileage claims shall be presented in accordance with the applicable provisions of the Agency's Personnel Policies.
- Each Agency employee or volunteer who is assigned the use of an Agency vehicle shall be responsible for proper and complete reporting to the Agency's Auditor-Controller, to the Internal Revenue Service and to the Indiana Tax Board to the value of the mileage and use of the assigned Agency vehicle for other than assigned Agency business.
- Transportation of any person(s) not connected with Agency business is prohibited in Agency vehicles unless otherwise expressly permitted by applicable law, or unless the department head or his/her designee gives prior specific authorization.

## **D) Use of Privately Owned Vehicles for Agency Business**

The use of privately owned vehicles for official Agency business shall be allowed or encouraged when such use is determined to be in the best interests of the Agency.

Use of a privately owned vehicle for official Agency business shall not be mandatory, unless it has specifically been made a condition of employment.

### **1) Prerequisites for Authorization**

Any private vehicle to be operated shall be in sound mechanical condition and adequate for providing the required transportation in a safe and legal manner. The vehicle shall be a conventional 4-wheel vehicle. Under no circumstances shall a 2 or 3-wheel vehicle be used for Agency business. The vehicle shall be equipped with seat belts.

Any employees or volunteers authorized to use a privately owned vehicle for official Agency business shall have:

- Prior authorization of his/her department head or their designee.
- A valid Indiana driver's license of the proper class with him/her at all times when operating the vehicle, while on Agency business.
- Provide valid current proof of public liability/property damage insurance with policy limits.
- The Agency will not cover any damages incurred to passengers not associated with Agency business, unless prior authorization is received from the department head or his/her designee. These damages will be the responsibility of the employee's insurance.
- The Agency discourages carrying passengers not associated with Agency business during trips on Agency business.
- Borrowing a privately owned vehicle (not owned by Agency employee) for use on Agency business is prohibited.
- Cost of wear and tear to a personally owned vehicle used on Agency business is the responsibility of the vehicle owner.
- The Agency is not responsible for any loss/damage that occurs to any personally owned vehicle while parked on or near Agency work sites, at the employee's or volunteer's home/residence, not being used for Agency business, or while the employee or volunteer is traveling on his/her normal commute to and from work.

A volunteer may drive his/her own vehicle for Agency business only if the department head or his/her designee has approved the use, and:

- An Agency vehicle is not available.
- Non-Agency employees/volunteer passengers are not carried.

An employee's supervisor may approve use of a private vehicle in the following situations:

- When there is no Agency vehicle available and alternate trip plans are not possible.
- When the only available Agency vehicle is unsafe to drive. In this instance the vehicle shall be taken out of service.
- When the employee will be attending an all day meeting within the Agency and it is not appropriate to utilize an Agency vehicle for the entire day.

## **2) Mileage Reimbursement**

Employees or volunteers authorized to use their private vehicles for Agency business can claim reimbursement to the extent authorized by either the applicable provisions of the Agency's Salary and Benefits Resolution or the applicable provisions of any memorandum of understanding.

## **3) Personal Property Reimbursement**

When an employee or volunteer is authorized to use his/her private vehicle for Agency business pursuant to this policy and sustains damage to the vehicle while in the authorized performance of official Agency business, he/she may submit a claim for reimbursement for such loss subject to the following:

- He/she must report the incident that caused the damage to his/her insurance carrier if the damage exceeds their collision deductible.
- He/she must report the incident that caused the damage to his/her supervisor.
- He/she must report the incident to the police.
- The employee or volunteer will be eligible for reimbursement up to the amount of his/her collision coverage deductible or \$500.00, whichever is less upon submission of a substantiated claim consisting of:
  - i A copy of the accident/incident report that was submitted to his/her supervisor and the Human Resources Department.
  - ii. A copy of the accident/incident report prepared for his/her personal insurance (if the damage exceeds his/her comprehensive deductible).
  - iii. A copy of the police report.

iv. A statement signed by the employee's or volunteer's department head confirming the employee or volunteer was on authorized Agency business at the time of the incident/accident, was authorized to use a personal vehicle on Agency business and that he/she approves the claim request.

v. A copy of the repair bill or estimate.

vi. A copy of the declarations page of the employee's or volunteer's automobile insurance policy evidencing the deductible for collision damage or comprehensive coverage.

vii. A copy of the vehicle registration form verifying the employee or volunteer as the registered owner of the vehicle.

All such requests for reimbursements shall be subject to the approval of the Agency Executive Office.

#### **E) In the Event of an Accident**

All accidents involving an Agency vehicle or a private vehicle while used in the course and scope of employment must be reported whether or not there is damage to the Agency vehicle or whether or not the employee or volunteer is cited. An individual, whether officer, employee or volunteer, regular, temporary or seasonal, shall be personally responsible for all damages proximately caused to other persons and/or property when that individual, while operating or traveling in an Agency or privately owned vehicle, acts outside the course and scope of his/her office or employment or engages in criminal misconduct, fraud, malice or gross negligence. If the individual is using his/her privately owned vehicle pursuant to Agency policy, the individual's insurance shall be considered primary to that maintained by the Agency.

The Agency will not assume responsibility for injury to a non-Agency passenger who is an occupant of an Agency vehicle or a personally owned vehicle being used in the course of Agency business, unless prior authorization for his/her presence has been granted as set forth herein. Disciplinary action may result if an investigation determines an employee was not in compliance with this policy.

In the event of an accident, the employee or volunteer shall utilize the following information:

- Stop immediately.
- Take steps to prevent another accident at the scene.
- Call a doctor or ambulance; or 911 if necessary.
- Notify police.
- Obtain as much information about the accident as possible, (i.e., names and addresses of witnesses, license numbers of vehicles involved, etc.)

- Do not discuss fault, liability, or responsibility for the accident.
- Do not agree to pay for anything or say that the Agency will take care of the costs or damage.
- Do not sign any papers.
- Do not discuss the accident or give statements to anyone at the scene, other than police officers.
- File a police report within ten (10) days, no matter how small the accident.
- The accident is to be reported immediately or as soon as practically possible to the Human Resources Department.
- Report the accident to your direct supervisor/manager and/or department head immediately or as soon as practically possible.
- In the event of personal injury, worker's compensation report forms are to be completed and submitted as required by the Worker's Compensation Procedure Manual when an Agency employee is injured in a vehicle accident.
- Complete required reports in accordance with the Agency Vehicle Accident Review Procedures.
- If possible, take photos of the damaged vehicle/property and submit them with the incident report.

#### **F) Bureau of Motor Vehicles Reports**

All drivers will be subject to two (2) BMV checks during the period of each fiscal year. The process will be implemented as follows:

- The Human Resources Department shall distribute Driver's License Verification forms to all drivers to complete.
- All vehicle operators shall submit a copy of their most recent driver's license.
- The Human Resources Department will check all BMV reports to ensure that employees are still insurable as defined by the Agency's Fleet Insurance Company.
- All employees deemed uninsurable will not be eligible to operate company owned vehicles.

**Failure to adhere to the guidelines detailed in this Vehicle Use Policy may result in disciplinary action up to and including termination.**

**ATTACHMENT SS**  
**FSS Action Plan**

# **Attachment SS**

## Family Self-Sufficiency Program Action Plan

The Housing Authority of the City of  
Gary, Indiana

2008

## **EXECUTIVE SUMMARY**

### **PROGRAM OVERVIEW**

The Gary Housing Authority (GHA) Housing Choice Voucher Program (HCVP) has had a Troubled Status designation for several years. The program achieved a Standard Performer status in 2007. In order to reach high performer status the agency must be compliant with all SEMAP indicators. One of the indicators remaining to become compliant with SEMAP is the Family Self-Sufficiency (FSS) Program. In order to become compliant, the program participant enrollment and escrow balances must be achieved. To date the program size determined by HUD is 75 participants. A careful audit of the program is being conducted to determine all legitimately graduated families since conception of the program in December 1993. Once the numbers of graduated families have been determined, HCVP will petition HUD to reduce the program size accordingly. GHA has pledged to respond to the needs of its participants by rebuilding the FSS program and bring it to a compliant status and to receive the maximum SEMAP score. There are three crucial aspects and/or ingredients of the FSS program that families will need to become self-reliant; Advocacy, Technical Assistance and Supportive Counseling. An FSS Coordinator will work with each participant to identify and access supportive services in the community, to include but not be limited to child care, transportation, budget/credit counseling and education or job training opportunities.

### **Program Goals and Objectives**

The overall goal of the GHA FSS program is to enable families to become economically and socially independent of all governmental assistance through the coordination and delivery of existing community services. Enrollment into the FSS program is voluntary. Families must be currently receiving rental assistance offered by the GHA's Housing Choice Voucher Program, abiding by their family obligations, and demonstrating a desire to achieve economic independence, ultimately leading to homeownership. All adult family members are encouraged to actively participate, however only the head of household is required to sign and date a Contract of Participation. At this time, each family is expected to assess their current financial, educational, professional and/or personal goals and to list specific steps of progression. Once assessed, each self -

sufficiency goal is outlined within an Individual Training and Service Plan (ITSP).

An additional incentive of the FSS program involves its savings plan, known as the Escrow Account. The FSS Escrow Account works in conjunction with the goals families have set for themselves. Therefore, as a family's earning increase, GHA deposits the increased rental charges that a family pays into an escrow account.

Once the goal of self-sufficiency is reached and maintained for a specific period of time, the dollar amount that has been accumulated within the FSS escrow account is forwarded to the participant for their use. GHA will permit a portion of the family's escrow to be disbursed if the family has fulfilled certain interim contract goals and/or can demonstrate and verify need of funding for purposes consistent with the contract. Such purposes may be as follows:

- School tuition or other school costs
- Job training expenses
- Business start-up expenses
- Inaccessible and/or unavailable transportation
- Debt repayment for Homeownership

The Family Self-Sufficiency Program provides an excellent opportunity for participants to work toward goals and to be rewarded for their efforts. Furthermore, the approval of the New Homeownership Program (HO) authorized by Section 555 of the Quality Housing and Work Responsibility Act of 1998, has further expanded its foundation and purpose. With the approval of the Homeownership Program, qualified and eligible families can receive mortgage assistance towards the purchase of a home. The homeownership program not only encourages homeownership, it also assist our participants in their overall growth process, by reemphasizing the ideologies of the Family Self-Sufficiency Program.

Coordination and partnership with other agencies is a key component of the FSS Program. GHA is developing a comprehensive support system for program participants, while avoiding any duplication of services. Implementation of the FSS Program will be overseen by a Program Coordinating Committee (PCC). Having programmatic oversight, this group of social service providers, civic leaders, educators, and/or local businessmen will help to identify the public and private resources necessary for a successful program. GHA will also contract other

community groups to create an expansive network of training and employment opportunities.

All participants will be notified of their responsibility to adhere to the requirement of the FSS Action Plan. Failure to do so may result in forfeiture of the family's FSS Escrow Account, termination from the FSS Program, and/or even termination from the Housing Choice Voucher Program.

## **PROGRAM RESULTS**

The success of the FSS Program will be measured by the number of families achieving complete self-sufficiency and freedom from public assistance. However, other participant accomplishments will also be taken into account. Participants, who become employed for the first time, earn a high school diploma, or complete a job-training program will also be considered "successful" in the final analysis.

## **SELECTION OF FSS PARTICIPANTS**

All participants in GHA's Family Self-Sufficiency Program are now selected from the current rolls of the Housing Choice Voucher Program as its waiting list is not open. Participants are recruited through open enrollment. It is GHA's belief that all participants deserve the opportunity to seek assistance in becoming self-sufficient. Targeting the most "motivated" participant is unnecessary, and would unfairly deny services to those most in need.

Families are selected for the FSS Program and offered services without regard to race, color, religion, sex, handicap, familial status, or national origin. The "participant-initiated" approach taken by GHA ensures that participants enroll in the program only if they are interested in becoming self-sufficient. There is no bias in participant's selection, as all participants are recruited equally.

## **RECRUITMENT**

GHA will start the rebuilding process with a mass mailing to all Housing Choice participants. The mailing included a fact sheet highlighting the benefits of participation and a form which clients will return to indicate their interest. Those who returned the form will be selected by lottery if

the number responding exceeds the enrollment limit. Families making the lottery will be sent an enrollment appointment to begin the FSS process.

## **ENROLLMENT**

All adult family members in the household interested in participating are required to attend the FSS Orientation. The orientation process for new enrollees will include discussions and materials about the FSS program, the advantages of economic independence and the benefits of homeownership. Orientation will also explain the requirement of abiding by all family obligations, portability and program termination/escrow forfeiture procedures. Orientation can occur in both individual and group settings. Additional topics also include:

- the Contract of Participation;
- Individual Training and Services Plan – Goals, Outcomes and Intervention development;
- benefits of the program, including the FSS Escrow Account;
- supportive services offered;
- family obligations;
- penalties for failure to comply; and
- goal setting

At the end of the FSS Orientation, participants will be asked to complete all required forms. Participants will then be scheduled for an individual appointment with the FSS Coordinator. At that time, a comprehensive needs assessment will be prepared, from which the Individual Training and Services Plan (ITSP), Goals, Outcomes and Intervention Plan, and Contract of Participation will be drawn up.

Participants who do not attend their scheduled orientation appointment will be sent a final appointment letter and rescheduled. Failure to attend the second appointment will result in deletion from the list of enrollees. This applies to all adult family members who wish to participate in the FSS Program.

Adult family members may choose to enroll in the FSS Program after the Contract of Participation has been signed by the head of household. These participants are expected to complete the entire enrollment process before service delivery begins. However, in situations where the

head of household is unable or chooses not to enroll in the FSS Program, no other adult family members may enroll.

## **INELIGIBILITY**

The following conditions may limit a client's eligibility for the FSS Program:

- Participants who owe money to GHA must repay the entire balance of their debt before enrolling in the FSS Program.
- Participants who have ported outside of GHA's jurisdiction must enroll in the FSS Program at their new housing authority.
- Participants who have been issued a voucher but have not yet located a unit must sign a contract with the Housing Choice Voucher Program before enrolling in the FSS Program.
- Other adult family members may only enroll in the FSS Program if the head of household also chooses to enroll.
- Participants who are in the process of moving and/or whose present lease has been terminated are ineligible for participation in the FSS Program until a new Housing Choice contract has been signed.

## **CONTRACT OF PARTICIPATION**

In collaboration with the goals set in the ITSP, all family members are required to be free from welfare for at least one year immediately prior to the expiration of the Contract of Participation.

The initial term of the Contract of Participation is five years. However, clients may request an extension of up to two years. This request must be in writing, and may only be granted for the following reason:

- for "good cause," meaning an uncontrollable event which prevents the timely completion of the family's goals

Only the head of household is required to sign the Contract of Participation. However, all family members signing ITSP are bound by the Contract requirements.

## **WORK REQUIREMENT**

All participants are required to be suitably employed in full-time positions by the time they graduate from the FSS Program. Education and job training will be encouraged, to further a client's employment opportunities. Participants may, however, enroll in extended apprenticeship programs in industrial and technological fields. These training programs must offer paid on-the-job training in a high-demand vocation, as well as permanent employment opportunities upon graduation.

### **Escrow Accounts**

GHA will establish escrow savings accounts for all Family Self-Sufficiency participants who increase their earned income while taking part in the program.

#### *EARNED INCOME*

Included as earned income are:

- gross earnings from compensation for personal services (including wages, salaries, tips, bonuses, commissions, and other fees);
- military pay; and
- net income from the operation of a business.

Not included as earned income are:

- pensions;
- annuities;
- transfer payments;
- cash or in-kind benefits; or
- earned income of children under the age of 18.

Increases in earned income resulting from the addition of working family members (through marriage, a child turning 18, etc.) are treated the same as other increases in earned income.

### **ESCROW DEPOSITS**

Escrow deposits will be based on increases in Family Rent directly related to an increase in earned income. Baseline Family Rent is the amount a participating family pays for rent, as of the effective date of the Contract of Participation (one month after the date of execution). Income information must be no more than 120 days old, or GHA will require an interim re-exam.

Funds will be deposited into the family's FSS Escrow Account on a monthly basis. However, no deposits will be made if the current Family Rent is less than the Family Rent on the effective date of the Contract of Participation.

### **REPORTING OF INCOME CHANGES**

Participants will be responsible for reporting any changes in income to the Housing Choice Advisor and FSS Coordinator. Changes in escrow deposits will be based on the information provided and verified. Participants must report changes in income to GHA within 30 days of the effective date. Changes in escrow deposits will be effective as of the date the HAP payment change is executed by the Housing Advisor. Housing advisors will submit 50058 forms to PIC and the FSS Coordinator.

Participants who fail to report an increase in income will be responsible for repayment of any overpaid rent assistance. Escrow Account deposits will be deducted in case were income has decreased.

### **CHANGE IN HEAD OF HOUSEHOLD**

Any change in the head of household must be reported in writing to GHA and must be accompanied by a statement requesting that the FSS Escrow Account be transferred to the new head of household. Should the new head of household choose not to participate in the FSS Program, the balance of the FSS Escrow Account will be forfeited.

### **REPAYMENT OF DEBT**

Any balance owed to GHA by the family for overpaid assistance or damages will be paid out of the family's FSS Escrow Account, if sufficient funds are available. If there are insufficient funds to pay the family's debt, escrow deposits will be diverted to GHA's account until the balance is recovered.

### **ACCOUNT REPORTING**

GHA will report the balance of the FSS Escrow Account to each family once a year. The reporting period will run from January 1 to December 31. The Family Escrow Account Report will be issued to clients no later than February 28th of the year following the reporting period.

### **FINAL DISBURSEMENTS**

The family will receive the balance of the FSS Escrow Account when one of the following conditions has been met:

- the Contract of Participation has been completed, even if the expiration date has not been reached; or
- the family has been determined "over-income" for the Housing Choice Voucher Program, has reached the end of the 6-month grace period, and/or has been approved for homeownership.

Final disbursements will be made in the form of a check, made payable to the head of household, and will be available no later than 60 days after completion of the Contract of Participation.

### **OUTGOING PORTABILITY**

Participants in the Family Self-Sufficiency Program who wish to relocate outside of the GHA's jurisdiction may do so no sooner than one year following the execution of the Contract of Participation.

### **TRANSFER OF ESCROW BALANCE**

If the receiving PHA has an FSS Program and is willing to enroll the family, the participant's FSS case will transfer to the receiving PHA and case management under GHA's program will cease. GHA will transfer the balance of the participant's FSS Escrow Account to the receiving PHA, and the receiving PHA will establish an account for the family within its FSS Program. Deposits into the family's new FSS Escrow Account will be determined by the receiving PHA according to their guidelines.

### **PHA'S WITH NO FSS PROGRAM**

If the receiving PHA does not have an FSS Program or is not able to enroll the family, two possible actions may be taken:

- should the receiving PHA absorb the family into its Section 8 Program, the balance of the FSS Escrow Account will be forfeited and case management under GHA's program will cease; or
- should the receiving PHA bill GHA for the family's rent, GHA will continue to make deposits into the family's FSS Escrow Account; all case management activities under GHA's Program will cease.

### **INCOMING PORTABILITY**

Participant transferring from other jurisdictions are welcome to enroll in GHA's Family Self-Sufficiency Program, contingent upon there being an available slot to fill.

### **ENROLLMENT**

If a participant wishes to transfer to GHA's program and the minimum program size requirement has not been reached, the family will be enrolled in GHA's program. The balance of the FSS Escrow Account will be transferred to GHA, and a new FSS Escrow Account will be established. However, escrow payments will be based on the initial earnings level of the family at the time they enrolled in the FSS Program through the initial PHA.

### **WAITING LIST**

If a client wishes to transfer to GHA's program and the minimum program size requirement has been met, the participant will be placed on the general waiting list for the FSS Program. The participant's status will be based on the date the request for FSS enrollment is received. Policies on the transfer or forfeiture of the FSS Escrow Account will be determined by the initial PHA:

- should the initial PHA choose to continue the participant's FSS Escrow Account until a slot becomes available, the account will then be transferred as stated above; and
- should the initial PHA choose to terminate the participant's FSS Escrow Account, the participant will be eligible to open a new account under GHA's program once he / she is enrolled; escrow

deposits will be based on the family's earnings level at the time the Contract of Participation is executed under GHA's program

### **PROGRAM TERMINATION**

Participant who fail to comply with their Contract of Participation are subject to termination from the FSS Program and / or the Housing Choice Voucher Program.

#### **TERMINATION FROM FSS PROGRAM**

Participants may be terminated from the FSS Program for the following program violations:

- termination from the Housing Choice Voucher Program;
- failure to maintain written monthly contact with FSS Coordinator (after the third consecutive month of non-compliance);
- failure to attend scheduled training or FSS appointments (after the second consecutive unexcused absence);
- participant's voluntary removal of self from Housing Choice Voucher Program; or FSS Program;
- failure to complete Contract goals by expiration date;
- any other failure to comply with Contract of Participation or rules of the FSS Program without good cause (defined as an occurrence beyond the family's control which prohibits Contract compliance)
- fraudulent reporting of income to GHA; and
- fraudulent use of interim escrow disbursements.

#### **TERMINATION FROM SECTION 8 PROGRAM**

Participants may be terminated from the Housing Choice Voucher Program for the following program violations:

- fraudulent reporting of income to GHA; and
- fraudulent use of interim escrow disbursements.

Termination from the FSS Program involves the forfeiture of all privileges of participation, including service delivery and the balance of the family's FSS Escrow Account. Any money forfeited by a terminated family will go back into the GHA's account to pay for program operating costs.

Should an adult family member, other than the head of household, fail to comply with the Contract of Participation, his / her termination from the FSS Program will not affect participation by other adult family members. All adult family members are required to be free from welfare for at least one year immediately prior to the contract expiration date, regardless of whether the adult family member is currently receiving services.

Should the source of noncompliance by any adult family member result in termination from the Housing Choice Voucher Program, all adult family members will be terminated from the FSS Program. **Once a participant has been terminated from the FSS Program, (s)he will not be allowed to enter the program again.**

## **REVIEW PROCESS**

Immediately following the decision to terminate a participant from the FSS Program, a written notice will be sent. This Termination Notice will both inform the participant of GHA's decision to terminate and outline the reason for termination. Should a participant disagree with the decision to terminate, (s)he will be given the opportunity to request an Informal Review.

In the written Termination Notice, the participant will be informed of his / her right to request an Informal Review. This request must be made in writing, fifteen (15) days of the date on the Termination Notice. If the participant fails to respond in writing within the designated time period, (s)he will forfeit the right to an Informal Review and will be terminated from the FSS Program.

An Informal Review will be scheduled upon receipt of a written request for an informal Review. The informal Review is attended by a hearing officer, GHA representative, and participant who has made the request. A date,

time, and location for the hearing will be scheduled, and the participant will be notified. The participant will be advised that failure to appear for the informal hearing will nullify any requests for a future review and result in termination from the FSS Program.

The participant will appear before the Reviewing Officer and the FSS Coordinator, and will be given the opportunity to present oral and written objections to the notice of termination. Upon completion of the informal review, an oral decision may be rendered, with a written Review Determination to be completed within fifteen (15) days of the review date and mailed to the participant. The Review Determination will include both the results of the review and the reasons for the decision. The FSS Program will be bound by the decision of the Reviewing Officer.

### **ASSURANCE OF NON-INTERFERENCE**

GHA assures that a family's decision not to participate in the Family Self-Sufficiency Program will not affect the family's admission to or occupancy in the Housing Choice Voucher Program.

**Memorandum of Agreement (MOA)  
PROGRESS REPORT  
For the Month of October, 2007**

**US Department of Housing and Urban Development**

Office of Public and Indian Housing

**PHA Name: Gary Housing Authority**

**PHA FYE: 3/31**

**Plan Term: September 01, 2007 – August 31, 2009**

**Operational Area: 1. GOVERNANCE**

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>1.1 Improve oversight and monitoring by the Board of Commissioners [Reference: State Law; Public Act 18 of 1937 as amended in 1996]</b>	<b>Inadequate provision of proper oversight under prior Boards. Newly appointed Brd. – 10/2006</b>	<b>Acceptable monitoring of the MOA and operations to meet regulatory requirements.</b>	<b>08/31/09</b>	
A. Provide training for ALL Commissioners regarding best practices as a Board and their role and responsibility in the oversight of individual programs (coverage should include PHAS, SEMAP, Safety & Risk Management, Planning and Budgeting, Financial Requirements, Ethics, Asset Based Property Management, and Procurement.	Introduction to housing training for commissioners. --- Newly appointed Board as of 10/1/06	All commissioners regularly trained.		
B. Develop and maintain a current reference library inclusive of training material for commissioners and an executed Conflict of Interest Statement for each Commissioner.	Lack of documented historical and critical reference material for Commissioners.	Established library of historical and critical documents for reference.		

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
C. Monitor closeout of all OIG Audit Findings.	Not started.	Complete Corrective Actions.	Based on agreed upon Mangmnt Decision	
D. Establish PHA Board compliance with bylaws and applicable State laws		Full Compliance	8/31/08	
E. Elect officers at Annual Board Meeting per Agency By-Laws.			8/31/08 On-going	
<b>1.2 Ensure the Board of Commissioners monitors progress under the MOA [Reference 24 CFR 902.75a]</b>	<b>Needs Monthly Reports</b>	<b>MOA reports clearly noted every month</b>	<b>10/31/07 On-going</b>	
A. Develop a process for reviewing monthly MOA progress.	Develop process.	Include process as part of the monthly Board meeting.		
B. Develop monthly report format to HUD.	Utilizing HUD provided reporting format	Approve MOA update report at each monthly Board Meeting.		
C. Ensure the accountability of the Executive Director by establishing measurable performance standards, a performance plan and a performance review schedule.	Baseline will be established with contract.	Based on contract	Based on contract	
D. Participate in training provided by state or national industry groups.		As funds permit	On-going	
E. Develop new Board Member orientation package and training.		Expand and enlarge	10/31/07	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
G. Expand Board Meeting package to include reports on status of PHAS and SEMAP indicators and other operations data.	Not included	Included monthly	2/29/08 - On-going	
<b>1.3 Ensure compliance with by-laws, and <u>revise if necessary</u>. Any revisions must be approved by HUD, and consistent with State and local law.</b>	<b>Newly appointed Board</b>	<b>The Board continually complies with all provisions of the by-laws.</b>	<b>01/31/08</b>	
<b>1.4 Ensure the appointing authority promptly appoints Board Members</b>	<b>Newly appointed Board</b>	<b>On-going</b>	<b>7/31/09</b>	
<b>1.5 The Board will conduct Resident Satisfaction Surveys in the first six months of MOA execution and every six months thereafter.</b>			<b>2/29/08 7/31/08 2/28/09 7/31/09</b>	
<b>1.6 The Board will take steps to renegotiate the Cooperative Agreement with the City of Gary. [Reference: 24 CFR 811.105; State Law, Local Law]</b>	<b>Cooperative Agreement has not been updated or revised in decades.</b>	<b>Execute a revised and updated Cooperative Agreement.</b>	<b>03/31/08</b>	
A. Define and review baseline services (e.g. legal services, police services, water, sewer, trash collection, snow and ice removal, fire protection, ambulance/emergency services etc.). Incorporate new cooperative services.	No measure of baseline services being provided.	Cooperative Agreement which clearly defines baseline services.		
B. Define and review Payment in Lieu of Taxes (PILOT).	PILOT records from audited statements do not match GHA financial records	Revise (if necessary) PILOT agreement.		

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
C. Cooperative Agreement will include a tracking system to measure baseline services. A yearly report will be generated after agency year end to ensure service agreements are being met.		Establishment of a tracking system and generation of yearly report.	08/01/08	
<b>1.7 Ensure permanent records of PHA comply with applicable laws &amp; regulations. [Reference: 24 CFR 990.201, 990.315, HA By-laws]</b>		<b>Full Compliance</b>	<b>7/31/08</b>	
A. All minutes must be approved, dated, signed and sealed.			On-going	
B. Board must comply with appropriate notice for special meetings and document compliance.			On-going	
C. Resolutions must be tracked annually and reviews made as necessary.			On-going	
<b>1.8 HUD will provide Technical Assistance as appropriate.</b>		<b>Improved Management</b>	<b>7/31/08- On-going</b>	
A. Commissioners' Training (basic and advanced), including ethics.			2/29/08- On-going	
B. Other program training as appropriate.			On-going	
<b>1.9 Ensure legal matters, litigation activities, and procurement of legal assistance for PHA complies with applicable laws &amp; regulations. [Reference: Litigation Handbook 1530.1, PIH Notices]</b>		<b>Full Compliance On-going</b>	<b>7/31/09</b>	
A. Track legal matters pertaining to housing authority by classification of issues: - Evictions/Tenancy - Contractual/Goods & Services - Personnel		Submit quarterly report to HUD identifying legal activity	12/31/07 3/31/08 6/30/08 9/30/08 12/31/08 3/31/09 6/30/09 9/30/09	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
B. Resolve all pending litigation with minimum exposure to housing authority and per applicable Federal, State and/or Local guidelines.		On-going	8/31/09	

**Operational Area: 2. ORGANIZATION AND STAFFING**

<b>Targets and Strategies</b>	<b>Baseline as of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>2.1 Develop/amend staffing and organizational chart through an overall organizational analysis and salary comparability study to determine the optimum staffing level and configuration, and the appropriate salary ranges, and determine whether staffing or contracting is a more efficient and effective method to bring capacity to the agency.</b>	<b>Ineffective Organizational structure.  *Baseline 12/31/06</b>	<b>Elimination of unnecessary positions and realignment of effective organizational staffing.</b>	<b>3/31/08</b>	
A. Recruit and hire an Executive Director, and department heads and senior level positions, as required and as appropriate to the determinations on staffing versus contracting, and only to the extent that selected candidates have appropriate experience and qualifications in administration of the public housing and Housing Choice Voucher programs. GHA must obtain prior HUD approval for all recruitment and selection of these positions.	Executive Director recruitment process ongoing. Inadequate management staff resources and skill levels.	Qualified, experienced management staff in place to lead agency.	3/31/08	

Targets and Strategies	Baseline as of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
B. Upon hire of Executive Director – utilize HUD’s technical assistance in the form of Brd./Executive advisor to solidify and implement a performance-based contract	Interim Executive Director hired 10/1/06	Executive Director Hired		
C. Reduce staffing level to ratio of 1 to 40 units for maintenance staff and 1 to 65 units for management staff	67 Maintenance staff 60 Management	47 maintenance (at maximum) 34 management (at maximum)		
<b>*Baseline referenced to Financial Recovery Report</b>				
D. Reduce the Authority’s payroll and related benefit costs through either a reduction in force; renegotiation of the Collective Bargaining Agreement with the SEIU to obtain an agreement with a costs structure similar to the cost of services provided by the private sector management agencies; enforcement of the Cooperative Agreement with the City of Gary regarding security of developments; contract property management; or contract maintenance services to private sector companies Close down the central warehouse and liquidate excess inventory	As of 12/1/06, GHA had expended \$2,076,211.80 on personnel related costs and had additional costs overruns due to the excess space and inventory that was not being tracked	Reduce personnel and inventory costs to reasonable levels and	01/31/08	
D. Evaluate the feasibility and cost-effectiveness of contracting out some Agency functions.			03/31/08 On-going	
E. Reorganize legal, public safety and resident services functions to reduce costs.			01/31/08	
F. Develop new organization chart and plan.			11/30/07	
G. Adopt by Board Resolution.			01/31/08	

Targets and Strategies	Baseline as of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
H. Implement necessary staff transfers, reduction in force or new hires to implement organization chart.			2/29/08	
<b>2.2 Revise and Enhance Internal Audit function for Gary Housing Authority operations.</b>	<b>3/31/06</b>		<b>1/31/08</b> <b>On-going</b>	
A. Create, review <b>and/or</b> revise a job description and minimum qualifications for an Internal Auditor, submit to HUD for approval. Internal Auditor must have at least five years of experience in auditing compliance and internal controls for government programs, ideally HUD programs. CPA preferred.			1/31/08	
B. Create an organization chart showing how Internal Auditor is placed within the organization. Internal Auditor typically reports to the Board of Commissioners. Submit to HUD for approval.			Subject to the hire date and/or training of the Finance/Accounting Director/ Firm 06/30/08	
C. Develop work plan for Internal Auditor. Work plan must include audit steps for activities at the sites as well as the central office. Special focus must be placed on site-based activities. Work plan must include a cross section of compliance and internal controls. Submit to HUD for approval.			Until filled Subject to the hire date and/or training of Finance/Accounting Director/ Firm 06/30/08	

Targets and Strategies	Baseline as of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
D. Evaluate Internal Auditor.			Until filled Subject to the hire date and/or training of the Finance/ Accounting Director/ Firm (pending availability of funds) 5/31/08	
<b>2.3 Revise, adopt and implement PHAs Operational and Administrative Policies. [Reference: 24 CFR 85.36, 965.201, HUD Guidebooks 7401.7 &amp; 7401.1]</b>	<b>3/31/06</b>	<b>Updated and completed policies</b>	<b>2/29/08</b>	
A. Personnel Policy. Assure consistency with union agreement.			2/29/08	
B. Standard of Conduct Policy.			2/29/08	
C. Use of PHA Vehicle and Equipment policy and procedures.			2/29/08	
D. Record retention policy.			2/29/08	
E. Travel Policy.			2/29/08	
<b>2.4 Develop a training plan for staff on general program administration. [Reference: HUD Guidebook 7401.7]</b>		<b>Skilled and efficient staff</b>	<b>5/31/08</b>	
A. New employee orientation.			On-going	
B. Ethics training			On-going	
C. Formal and on the job program training.			On-going	
D. Personnel policy basic training.			On-going	

Targets and Strategies	Baseline as of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
E. PHAS Training; SEMAP Training.			On-going	
F. Procurement Training.			On-going	
G. Cross training on program requirements among employees			On-going	
H. Basic finance procedures for non-finance staff.			On-going	
<b>2.5 Review, Develop and Implement Position Descriptions and Staff Performance Standards. [Reference: HUD Guidebooks 701.1 &amp; 7401.7]</b>	<b>Out of date; unclear standards</b>	<b>Accurate job descriptions and performance standards</b>	<b>5/31/08</b>	
A. Develop/revise position descriptions and performance standards in accordance with organization chart; include physical requirements and develop descriptions for those missing.			12/31/07	
B. Perform salary comparability study to assign appropriate salaries to positions.			03/31/08	
C. Implement position descriptions and performance standards.			5/31/08	
D. Obtain employee signature and place copies in their personnel file.			On-going  5/31/08	
E. Conduct evaluation of staff performance and document in accordance with Personnel Policy.			On-going  10/31/07	
F. Initiate appropriate union negotiations to adopt revised position descriptions and performance standards in compliance with union contract and applicable state/local law			1/31/08	

<b>Targets and Strategies</b>	<b>Baseline as of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>2.6 Develop process for setting Department goals and monitoring progress</b>	<b>No process</b>	<b>Goals Achieved</b>	<b>12/31/07</b>	
A. Assign PHAS, SEMAP and other operational goals to appropriate Departments			12/31/07	
B. Develop monthly reporting system to monitor target goal achievement			12/31/08	

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**Operational Area:            3. FINANCE AND PROCUREMENT**

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<b>Indicator #:</b>	<b>PHAS Performance Targets Name:</b>	<b>Baseline as of: 3/31/2005 PHA Certification</b>	<b>Baseline as of: 3/31/2005 REAC Score</b>	<b>Baseline as of: 3/31/2006 PHA Certification</b>	<b>Baseline as of: 3/31/2006 REAC Score</b>	<b>Final Performance Target</b>
<b>2-1</b>	<b>Current ratio</b>	8.8*	0	0	0	<b>9.0</b>
<b>2-2</b>	<b>Expendable Fund Balance</b>	2.9*	0	0	0	<b>9.0</b>
<b>2-3</b>	<b>Tenant Receivable/Outstanding</b>	3.1*	0	0	0	<b>3.5</b>
<b>2-4</b>	<b>Occupancy Loss</b>	3.3*	0	0	0	<b>3.0</b>
<b>2-5</b>	<b>Expense Management/Utilities</b>	0.0*	0	0	0	<b>0</b>

2-6	Net Income/Loss Divided by the Expendable Fund Balance	0.0*	0	0	0	1.5
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\* -3.2 Deductions for Audit Flag Penalties – Overall FASS Score “0”  
-18.0 Deductions for Audit Flag Penalties – Overall FASS Score “0”

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<b>3.1 Improve Current Ratio (Current assets divided by current liabilities). [Reference: 24 CFR 902, Subpart C]</b>		<b>Current Ratio of 1.00</b>	<b>On-going</b> <b>08/31/09</b>	
A. Review agency-wide staffing needs and reduce salary costs where feasible.			01/31/08 On-going	
B. Identify and implement other cost reductions including legal and occupancy costs. This task shall involve developing and submitting a plan to HUD with proposed strategies to significantly reduce legal expenses and occupancy costs.			01/31/08	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Increase current assets and/or reduce current liabilities by at least \$1,200,000 by a combination of the following: (a) finalizing a long term repayment plan with HUD for amounts due to HUD in the Housing Choice Voucher program, (b) by developing a budget for fiscal 2008 that produces about \$1,000,000 net income/contribution to reserve, (c) by substantially reducing staffing levels and legal costs, (d) by evaluating internal controls in relation to conversion to site based management to ensure assets are protected, receipts are deposited intact and expenses controlled, and/or (e) by selling fixed assets such as buildings that are not being utilized.			01/31/08 On-going	
D. Produce timely and accurate financial statements to monitor actual revenues and expenses versus the yearly budget. Address unfavorable variances with actions to further reduce costs or increase revenues.			11/30/07 On-going	
E. Develop tracking method for current ratio, utilizing data from the monthly financial statements.			10/31/07 On-going	
F. Report monthly with progress report to Board/HUD.			10/31/07 On-going	
<b>3.2 Increase the Expendable Fund Balance (Expendable fund balance divided by monthly operating expenses.) [Reference: 24 CFR 902, Subpart C]</b>  <b>Employ the same strategies identified in 3.1</b>		<b>Months Expendable Fund Balance of 0.0 months</b>	<b>03/31/08</b>	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<b>3.3 Maintain or Reduce Tenant Receivables Outstanding (Average number of days tenant receivables are outstanding. The gross tenant accounts receivable at year-end divided by the total tenant revenue/ 365). [Reference: 24 CFR 902, Subpart C]</b>	<b>12/31/06 (latest avail data)</b>	<b>Tenant Receivables Outstanding of 2.42 Days</b>	<b>03/31/08</b>	
A. Develop tracking method for tenant receivables.			10/31/07 On-going	
B. Report monthly with progress report to Board/HUD.			01/31/08 On-going	
<b>3.4 Maintain or Reduce Occupancy Loss, which measures the vacancy rate for the year. (One minus unit months leased divided by unit months available). [Reference: 24 CFR 902, Subpart C]</b>	<b>12/31/06 (latest avail data)</b>	<b>Occupancy Loss of 3.86%</b>	<b>03/31/08</b>	
A. Develop tracking method to determine occupancy loss. The tracking method must determine which units are approved for demolition, conversion, and modernization and used for non-dwelling.			01/31/08	
B. Report monthly with progress report to Board and HUD.			01/31/08 On-going	
<b>3.5 Expense Management/Utilities. Review and adjust or reduce expenses as appropriate. (The expense per unit/month for key expenses, including; administration, general [PILOT], tenant services, protective services, maintenance and operations and utility expenses, as adjusted for the PHA's size and geographic area) (subject to completion, review and approval of 3.1).</b>	<b>0.00</b>		<b>03/31/08</b>	
A. Develop tracking method to determine expenses and utilities.		\$76.88 per unit expenses	10/30/07	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
B. Report monthly with progress report to Board and HUD			10/30/07 On-going	
C. Analyze spending patterns and develop recommendations for cost-cutting strategies.			10/30/07 On-going	
<b>3.6 Maintain Net Income/Loss Ratio (Measures how the year's operations have affected the PHA's viability) (subject to completion, review and approval of 3.1).</b>	<b>3/31/06 = 0</b>	<b>3/31/08=1.5</b>	<b>3/31/08 3/31/09</b>	
A. Reduce monthly operating costs by approximately \$106,500 just to break even – to retire outstanding payables within one year reduce by an additional \$196,000	\$1,044,140.00 monthly costs	\$741,640.00	3/31/08	
B. Develop tracking method to determine expenses and utilities.				
C. Report month with progress report to Board and HUD				
D. Analyze income and expenses to assure a balanced budget or positive cash flow; revise budget as necessary.			Based on hire dated of Finance/ Accounting Director/ Firm  11/30/07	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<b>3.7 Establish balanced budgets for each program area. Strictly adhere to those budgets. Establish balanced operating budgets for each project (known under the new operating subsidy rule as an Asset Management Project or AMP).</b>	<b>GHA has excessive operating costs for all program areas</b>	<b>Financial Info to HUD submitted in accordance with Asset Based Management rules</b>	<b>03/31/08</b>	
<b>3.8 Present Financial Information to HUD PHAS / UFRS in conformity with GAAP.</b>	<b>Financial Info to HUD not submitted in accord with UFRS / GAAP.</b>	<b>Financial Info to HUD submitted in accord with UFRS / GAAP.</b>	<b>03/31/08 03/31/09</b>	
A. Prepare supplemental financial data in accordance with HUD requirements.			9/30/2007 On-going	
B. Contract for and complete the research and valuation of fixed assets, for fiscal year 2008.			04/30/2008	
C. Contract for and complete the GAAP Financial Report for fiscal years 2008.			04/30/2008	
D. Contract for IPA Audit for 2006, and contract for IPA Audit for 2007, with HUD reviewing the selection of the contractor. Submit 2006 & 2007 audit report for HUD review/approval.			12/31/2007	
<b>3.9 GHA will experience an increase in operating subsidy under project-based funding. GHA needs to fully revise its financial model.</b>	<b>GHA has monthly deficit</b>	<b>Increase of approximately \$21,190 per month in additional subsidy revenue (\$13 x 1,630 eligible units)</b>	<b>01/31/08</b>	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<b>3.10 Improve GHAs system of Internal Control to provide reasonable assurance that Financial Statement representations are accurate and comply with GAAP and GASB, and that Capital Asset reports are supported and sufficient to manage HUD programs.</b>	<b>GHA records do not allow for identification of assets or their costs, or for assets removals.</b>	<b>Capital Assets, and any retirement or removals, are controlled properly and represented accurately.</b>	<b>03/31/08 03/31/09</b>	
A. Submit to HUD a plan for development of necessary Internal Controls, and implement.				
<b>3.11 Improve system of Internal Control to provide reasonable assurance that activities associated with its HOPE VI Program are reported in conformity with its Grant Agreements and with HUD requirements.</b>	<b>GHA records do not assure conforming reports of HOPE VI.</b>	<b>HOPE VI Program activities are controlled properly and represented accurately.</b>	<b>12/31/07 Quarterly thereafter while applicable</b>	
<b>3.12 Improve system of the allocation of Costs, to conform to OMB Circular A-87, Allocable Costs/Cost Principles.</b>	<b>GHA's Cost Allocation Plan does not conform to OMB Circular A-87.</b>	<b>GHA's Cost Allocation Plan does conform to OMB Circular A-87.</b>	<b>12/31/07</b>	
A. Compile Cost Allocation Plan in accordance with OMB A-87 to allocate indirect cost to various PHA programs.			12/31/07	
B. Evaluate impact of allocation plan.			01/31/08	
C. Implement allocation plan.			1/31/08	

<b>Targets and Strategies</b>	<b>Baseline as of: 3/31/2006</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>3.13 Improve system of Internal Control over payments made in the Section 8 Housing Choice Voucher Program to provide reasonable assurance that disbursements are for the approved Contract amount.</b>	<b>GHA records do not assure correct HAP payments.</b>	<b>Section 8 HCV Program activities are controlled properly and payments are made accurately.</b>	<b>11/30/07 On-going</b>	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p><b>3.14 Develop a system of internal controls in conformity with GAAP.</b></p> <p><b>The system of internal controls must provide for the following assurances:</b></p> <ol style="list-style-type: none"> <li>1. Capital assets are accounted for in conformity with GAAP;</li> <li>2. Asset impairments and impairment losses are recognized in conformity with GAAP;</li> <li>3. Investments in leased property are reported in conformity with GAAP;</li> <li>4. The entity's involvements in conduit debt obligations are reported in conformity with GAAP;</li> <li>5. Outstanding pension liabilities are reported in conformity with GAAP;</li> <li>6. Component unit activities are reported in conformity with GAAP;</li> <li>7. Supplemental financial data is reported in accordance with HUD requirements;</li> <li>8. Activities associated with the HOPE VI Program are reported in conformity with its grant agreements, GAAP and HUD requirements;</li> <li>9. Payments made in the HCVP are for the approved contract amount; and</li> <li>10. Sufficient documentation is maintained to support GHA's PHAS Management Operations certification.</li> </ol>		<p>The system will ensure: That all capital assets owned are reported. The financial statements properly reflect conditions and agreements that affect the entity's rights and obligations concerning capital assets. All capital assets are valued at the proper amounts Associated with the disposition of assets. That all capital assets are properly classified, described, and that the activity and balances relating to capital assets are disclosed.</p>	<p><b>01/31/08</b></p>	

<b>Targets and Strategies</b>	<b>Baseline as of: 3/31/2006</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<p><b>3.15 Develop a new comprehensive Procurement Procedures and Practices Manual to ensure that all GHA procurement actions conform to the new GHA Procurement Policy and are in compliance with 24 CFR 85.36, Handbook 7460.8 Rev 1 and Indiana State Law and to assure full and open competition. Policy must include a requirement of GHA certification of adherence kept on file for each procurement action, and be subject to semi-annual review by HUD.</b></p>	<p><b>Poor documentation of procurement actions.</b></p>	<p><b>Procedures and Practices Manual Completed and Approved by HUD.</b></p>	<p><b>7/31/08</b></p>	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p>A. Improve procurement procedures and documentation of procurement actions:</p> <ol style="list-style-type: none"> <li>1. Develop procedures that require written justifications of the ranking scores given;</li> <li>2. Develop procedures that require a price negotiation memorandum be prepared, summarizing the results of any negotiations, and documenting the basis for the Authority's award decision;</li> <li>3. Require that file documentation on all contracts contains a cost or price analysis demonstrating price reasonableness, including contract modifications, as required by HUD regulations at 24 CFR 85.36(f)(1);</li> <li>4. Require that when multiple or option year contracts are procured, the length of the contract term is clearly stated in the advertisement and bid package prepared for the procurement;</li> <li>5. Require that both the contract award decision and reasonableness of price are justified for all procurement transactions in accordance with 24 CFR 85.36(f)(1);</li> <li>6. Verify that all practices and procedures adhere to the requirements of 24 CFR 85.36(c) and Handbook 7460.8, Rev. 2;</li> <li>7. Submit draft to HUD for review and approval;</li> <li>8. Implement new practices and procedures; and submit monthly Quality Control report to HUD</li> </ol>	<p>Poor documentation of procurement actions.</p>	<p>Complete documentation of procurement actions.</p>		

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p>B. Improve non-competitive proposal procurement practices.</p> <ol style="list-style-type: none"> <li>1. Require that contracts awarded include the same terms as those advertised;</li> <li>2. Require that contingency dollar amounts are not included up front in a contract award or amendment;</li> <li>3. Submit draft to HUD for review and approval;</li> <li>4. Implement new practices and procedures; and</li> <li>5. Submit monthly Quality Control report to HUD.</li> </ol>	Need to improve documentation of non-competitive procurement actions.	Improved documentation of non-competitive procurement actions.		
<p><b>3.16 Monitor and evaluate GHA procurement performance to assure full and open competition in procurement</b></p>	Need to improve procurement performance.	Monitor procurement performance.	9/01/07 On-going	
<p>A. Create a Quality Control report format draft and submit to HUD for review and approval.</p>			10/31/07	
<p>B. Submit monthly Quality Control report to HUD.</p>			12/31/07	
<p><b>3.17 Develop an annual, agency-wide procurement plan, in accordance with agency procurement policy and 24 CFR 85.36. (annual renewable report)</b></p>	No Procurement Plan.	Approval of procurement plan.	12/31/07	
<p>A. Submit a draft of the procurement plan to HUD for review and approval.</p>				

<b>Targets and Strategies</b>	<b>Baseline as of: 3/31/2006</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>3.18 Implement procurement plan.</b>	<b>No Procurement Plan.</b>	<b>Approval of procurement plan</b>	<b>2/29/08</b>	
<b>3.19 Provide staff training in contract administration, cost principles and uniform grant administration requirements.</b>	<b>Lack of Training.</b>	<b>Train staff.</b>	<b>10/31/07 On-going</b>	
<b>3.20 Develop &amp; Implement adequate procedures to assure general liability claims are tracked and submitted to HUD Regional Counsel for approval</b>	<b>General Liability claims were not submitted to HUD Regional Counsel for written approval</b>	<b>General Liability procedures established and a tracking mechanism developed to show all claims</b>	<b>9/30/07</b>	
<b>3.21 Develop and submit a monthly Procurement Status Report. (Include name, cost, start date, % Completion, est. completion date, change orders.</b>			<b>2/29/08 Monthly thereafter</b>	
<b>3.22 Review and update General Depository Agreement. [Reference: Annual Contributions Contract; HUD Guidebook 7410.0]</b>	<b>12/31/06</b>	<b>n/a</b>	<b>11/30/07</b>	
<b>3.23 Ensure that all federal funds, including repurchase agreements, are fully collateralized [Reference: Annual Contributions Contract; HUD Guidebook 7410.0]</b>	<b>12/31/06</b>	<b>n/a</b>	<b>11/30/07</b>	
<b>3.24 Improve timeliness of submission of reports to HUD.</b>	<b>12/31/06</b>	<b>n/a</b>	<b>6/30/08</b>	
A. Budgets.			<b>2/29/08 - On-going</b>	
B. Financial Data Schedule (FDS).			<b>6/30/08</b>	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Independent Audit and Audited FDS			1/31/08	
<b>3.25 Review Staffing of Finance Department</b>			<b>On-going (Based on financial status  10/31/07</b>	
<b>A. Fill the following Finance positions (as necessary):</b>				
Director of Finance (Actively manages department in a hands on fashion, develops budgets and participates in strategic planning, provides support to other staff members, participates in year end close and related reporting. Bachelors Degree in Accounting with minimum 7 years experience, and experience managing multiple employees. CPA preferred.)			11/30/07	
Accounting Manager (Maintains general ledger, produces monthly financial reports, oversees clerks, participates in year end close along with Director of Finance, reconciles bank statements. Bachelors Degree in Accounting with minimum 5 years accounting experience.)			11/30/07	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
Tenant Accounting/Fixed Assets Clerk (Maintains tenant accounting activity (activity is limited due to the move to site based accounting). Audits tenant accounting activity at sites. Maintains fixed assets records).			12/31/07	
Accounts Payable Clerk (Maintains accounts payable.)			12/31/07	
Payroll Clerk (Maintains payroll records).			12/31/07	
Section 8 Accountant (Accounting and Reporting for Section 8 program.)			12/31/07	
<b>3.26 Provide PHA Technical Assistance and/or Training in Financial Management. [Reference: Staff Capacity]</b>			<b>On-going</b>	
A. Project Based Budgeting (PHA-wide, program specific cost centers, and departmental).			On-going	
B. Cost Allocation Planning including OMB Cost Principles and Requirements, and proper segregation of federal and non-federal funds.			On-going	
A. Financial Management:				
i. Accounting for Finance Staff.			On-going	
ii. Accurate and timely internal financial reporting for Finance Staff.			On-going	
iii. Cash management and controls for Finance Staff.			On-going	
iv. Internal controls for Finance Staff.			On-going	
v. Basic financial training for non-financial staff and Board.			On-going	
A. Property Based Budgeting and Accounting; Asset Management Principles from a financial perspective			On-going	

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
B. Operating Fund and Housing Choice Voucher Program Funding.			On-going	
C. Financial Management Policies			On-going	
<b>3.27 Improve financial management of the PHA. [Reference: HUD Guidebook 7475.1]</b>			<b>8/31/09 On-going</b>	
A. Develop, adopt, and implement Financial Management Policies.			1/31/08	
1) Disposition policy.			1/31/08	
2) Capitalization policy.			1/31/08	
3) Collection Losses/Charge-off policy.			1/31/08	
4) Check Writing Authorization policy.			1/31/08	
5) Cash Overages/Shortages policy.			1/31/08	
6) Investments policy.			1/31/08	
7) Cash Management/Internal Procedures policy.			1/31/08	
8) Petty Cash policy.			1/31/08	
B. Implement selected internal control recommendations from independent assessment report			1/31/08	

**Operational Area: 4. HOUSING MANAGEMENT**

PHAS Performance Targets		Baseline As of: 3/31/06	1 <sup>st</sup> qtr Performance Target	2 <sup>nd</sup> qtr Performance Target	3 <sup>rd</sup> qtr Performance Target	Final Performance Target
<b>Indicator #:</b>	<b>Name:</b>					
3-1	Vacant Unit Turnaround Time 2005 was HUD certified-----baseline	0	30	29	28	27

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	
<b>4.1 Comply with current requirements regarding admission and occupancy of Public Housing. [Reference: 24 CFR 960.205; Public Housing Reform Act of 1998, Section 578; HUD Guidebook 7465.1, Chapter 5]</b>		<b>Updated Policy in Full Compliance</b>	<b>12/31/07</b>	
A. Review, and revise as necessary, the PHA's Public Housing Management and Admissions and Occupancy Policy to comply with current requirements of the Public Housing Reform Act of 1998 and agency's project-based management initiative (site-based wait lists).	No date of adoption. Some conflicting language.	Update and adopt	2/29/08	
B. Post revised policies for 30-day comment period			12/31/07	
C. Adopt and implement revised policies			3/31/08	
D. Provide training on revised policies to staff.			3/31/08	
E. Communicate with residents regarding the impact of revised policies.			3/31/08	
<b>4.2 Complete implementation of asset-based management initiative.</b>		<b>Asset-based management fully implemented</b>	<b>4/30/08</b>	
A. Recruit and hire qualified Director of Housing Management.	Position vacant		01/31/08	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	
B. Develop work plan and schedule for completion of transition to asset-based management.	None	Work plan/ Schedule	11/30/07	
C. Finalize Property Management Manual.		Final	01/31/08	
D. Develop organization and staffing plan for each property.	None	Org. and staffing plan	<b>01/31/08</b>	
E. Make necessary staffing adjustments to meet property needs.			<b>03/31/08</b>	
<b>4.3 Reduce vacant unit turnaround time. [Reference: 24 CFR 901.10 &amp; 902.43(a)(1)] (for newly vacated units starting as of 12/01/07.)</b>		<b>&lt;21 days</b>	<b>02/29/08</b>	
A. Develop a vacancy reduction plan; submit and obtain approval from HUD, and implement same	Vacancy rates are at 27% agency wide	Reduce vacancy rates by 20%	08/31/09	
B. Develop a vacant unit turnaround log that tracks all critical dates			<b>02/29/08</b>	
C. File documentation for exempted units, such as fire damage, mod units deprogrammed, etc., showing dates.			<b>02/29/08</b>	
D. Develop vacancy monitoring and reporting system to:			2/29/08	
1) Provide projected availability dates;			<b>02/29/08</b>	
2) Schedule move-in inspection in a timely manner			<b>02/29/08</b>	
3) Prioritize vacant unit prep to ensure waiting list needs are met;			<b>02/29/08</b>	
4) Notify applicants in a timely manner to minimize lease up time; and			<b>02/29/08</b>	
5) Minimize downtime by notifying maintenance of vacancies promptly.			<b>02/29/08</b>	

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	
E. Begin to submit Vacant Unit Turnaround Log to Board and HUD monthly	No regular reports.	Prepare adequate monthly reports.	12/31/07 On-going	
<b>4.4 Identify and resolve problems in the unit turnaround process that cause units to exceed the 30 day standard:</b>	<b>Average turnaround time not known, but in excess of 30 days.</b>	<b>Reach average turnaround time 30 days or less.</b>	<b>2/28/09</b>	
A. Analyze data for all units vacant more than 30 days; identify reasons for delays in all three phases of turnaround time; submit copy to HUD.				
B. Develop plans, with specific tasks, responsible parties and due dates, for addressing the top five reasons for delays in down time, and submit copy to HUD.				
<b>4.5 Establish an accurate unit inventory and amend the ACC to agree with the actual number of units if necessary. [Reference: 24 CFR 990.101, 990.102, 990.109, 990.405; HUD Guidebook 7465.1]</b>		<b>Full agreement</b>	<b>03/31/08</b>	
A. Verify the number, unit address, development name, unit number, bedroom size, structure type, number of buildings on a site and number of sites in each development.			01/31/08	
B. Compile and reconcile accurate accounting records of total unit inventory.			<b>Completed</b>	
C. Identify units no longer used for dwelling purposes (e.g. police substations, resident groups, management offices, businesses, nursing services, health centers, storage areas, undercover, mothballed units, demolished and temporarily boarded, etc.)			1/31/08	
D. Identify units used as employee units and/or custodian/caretaker units.			1/31/08	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	
E. Adjust (reconcile) all records/databases, (e.g. occupancy, accounting, maintenance) to show current use of all units.			2/29/08	
<b>4.6 Develop and implement written policy and procedures for a program-wide quality control process.</b>	<b>Poor, inconsistent QC procedures.</b>	<b>Implement effective, consistent QC procedures.</b>	<b>01/31/09</b>	
A. Develop a draft Quality Control policy, including integration of unit make-ready data and submit to HUD for comment.				
B. Develop draft detailed procedures, for each department and submit to HUD for review and approval.				
C. Present to Board for adoption.				
D. Issue finalized policy and procedures to staff in a memo, with an effective date, provide staff training and implement.				
E. Submit copies of quarterly QC reports to HUD for comment. (Due 60 days after each quarter)			Quarterly reporting Begins 02/29/08	
<b>4.7 Ensure that the waiting list accounts for all relevant factors (e.g. income tier, preferences, date and time of application) when placing applicants on the list, so that the list accurately reflects GHA's policies.</b>	<b>Waiting list did not show all relevant factors.</b>	<b>Waiting list in accordance with GHA policy.</b>	<b>10/31/08</b>	
<b>4.8 Conduct annual re-exams in a timely manner. [References: 24CFR 960.257, 990.113] Establish and implement procedures to ensure that tenants' income and assets are properly verified and files are properly documented:</b>	<b>Tenant file review indicated inadequate documentation.</b>	<b>Income/assets properly verified at Re-exam/interim.</b>	<b>10/31/08</b>	

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	
A. Obtain 3 <sup>rd</sup> party verification of income and assets whenever possible; use EIV regularly.				
B. When 3 <sup>rd</sup> party verification is not available, document the reason in the file.				
C. Document each file to show how income and assets were calculated and that all categories of income and assets were considered.				
D. Implement supervisory controls to monitor performance and ensure compliance.				
E. Establish quality control process for review of tenant files.			12/31/07	
F. Assess all occupancy files for accuracy and required documentation and take corrective action as needed.			On-going	
G. Provide monthly reports on file review to Director of Housing Management, Director of Housing Choice Voucher Program and Executive Director.			On-going	
H. Train staff on documentation and verification procedures.				
<b>4.9 Develop utility consumption data in accordance with 24 CFR 965, Subpart E.</b>	<b>Documentation not available at time of review.</b>	<b>Update annually.</b>	<b>12/31/07</b>	
A. Conduct or contract energy study			03/31/08	
B. Obtain current utility rate data and update current utility allowances and submit draft to HUD for review and approval prior to Board ratification.			Annually	
C. Retain documentation supporting calculation for review by residents and HUD, including all surcharges and allowances paid, and updates.			On-going	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	
D. Evaluate feasibility of energy performance contracting; conservation programs; and/or other revenue generators			On-going	
<b>4.10 Sustain and integrate HOPE VI developments into portfolio</b>			<b>On-going</b>	

Operational Area:

**5. PROPERTY MAINTENANCE**

PHAS Performance Targets		Baseline As of 3/31/06	1 <sup>st</sup> qtr Performance Target	2 <sup>nd</sup> qtr Performance Target	3 <sup>rd</sup> qtr Performance Target	Final Performance Target
Indicator #:	Name:					
<b>1</b>	<b>Physical Conditions</b>					
<b>3-3a</b>	<b>Emergency WOs</b>		100%	100%	100%	100%
<b>3-3b</b>	<b>Non-emergency WOs</b>		10 days	9 days	8 days	7 days
<b>3-4a</b>	<b>Unit inspections</b>		25 %	50 %	75 %	100 %
<b>3-4b</b>	<b>System inspections</b>		25 %	50 %	75 %	100 %
Targets and Strategies		Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS	
<b>5.1 Improve Maintenance operations. [Reference: PIH Notice 97-36, 64 FR 33708 dated 6/23/99]</b>			<b>Formal Maintenance Plan</b>	<b>7/31/08 On-going</b>		
<b>Baseline last certified PHAS – 3/31/2005</b>						
A. Develop/Revise Maintenance Plan for project-based management to include, at a minimum, the following:				01/31/08		
1) WO Procedures.						
2) WO Classifications (emergency vs. non-emergency etc.).						
3) Schedule for Inspections of units, buildings, sites, and systems.						
4) Inventory Controls.						
5) Work Schedules.						
6) Vacancy Preparation						
7) Scheduled Preventive Maintenance.						
8) Service Contracts.						
9) Purchase Order/Blanket Purchase Order.						
10) Action plan relating to contracting vs. In-house.						

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
11) Annual Maintenance Budget.				
12) UPCS Inspection Criteria for buildings/systems.				
13) Quality control procedures (inspections, quality of work, wrench time, etc.).				
14) Cyclical maintenance schedule, to include curb appeal issues.				
<b>5.2 Develop a comprehensive, new Maintenance Plan (with practices and procedures) to include a detailed analysis/rationale of the relationship between central maintenance functions and the maintenance functions at each development and a quality control system.</b>	<b>None</b>	<b>New Maintenance Plan Completed and Approved by HUD.</b>	<b>4/30/08</b>	
A. Incorporate Maintenance Plan in Property Management Manual			4/30/08	
B. Implement the Maintenance Plan			On-going	
C. Assess the effectiveness of the Maintenance Plan and adjust as needed.			08/01/08	
<b>5.3 Enhance staff qualifications and capabilities. [Reference: 24 CFR 5.701-705]</b>		<b>Improved skills</b>	<b>04/30/08 – On-going</b>	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
A. Analyze maintenance staff and skill level requirements at each property.			01/31/08	
B. Analyze use of contracting vs. in-house maintenance.			01/31/08 On-going	
C. Initiate contracting procedures and union negotiations if staff reduction in force is necessary.			On-going 08/01/07	
D. Assess maintenance employee skills and determine employee-training needs.			01/31/08	
E. Obtain and conduct training to enhance employee skills.			02/29/08	
F. Make necessary staffing adjustments to meet property maintenance needs.			02/29/08	

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
<b>5.4 Modify existing or purchase an integrated, automated Work Order and Inspections System that can handle the complexity of the GHA portfolio and will be useable by management to assess and control the maintenance accomplishments of each property and GHA as a whole.</b>	<b>Most W/Os generated but not entered into GHA's main computer.</b>	<b>Seamless integration of W/O system into GHA's automated system. Obtain HUD approval.</b>	<b>3/31/08</b>	
A. Increase work order production to HUD acceptable levels – track work order production and provide monthly report to Exec. Dir. & Brd			first report 11/30/07 & end of month thereafter	
B. Identify Housing Management work order systems parameters.				
C. Modify or procure work order system				
D. Implement Work Order and Inspection System		Seamless integration of W/O system into GHA's automated system. Obtain HUD approval.	7/31/08	

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
<b>5.5 Ensure that all EH&amp;S violations are remediated, abated, or corrected and that work orders are created and tracked for each occurrence of EH&amp;S violations.</b>	<b>W/Os are not issued to cover all EH&amp;S violations. Not all EH&amp;S violations are abated w/in 24 hrs.</b>	<b>Generate Emergency W/Os for all EH&amp;S violations and abate or complete all emergencies in 24 hrs.</b>	<b>10/31/07 On-going</b>	
A. Identify all REAC FY07 generated EH&S violations as Priority Code 1, Emergency per the Maintenance Plan.	W/O system Priority 1, Emergency definition does not include all REAC EH&S violations.	All REAC EH&S violations coded as Priority 1, Emergency.		
B. Abate or complete all EH&S emergencies in 24 hours.	Not all EH&S violations are captured or abated w/in 24 hrs.	Abate or Complete within 24 hours.		
<b>5.6 Ensure that the HUD inspection requirements under MASS are adequately inspected and recorded in accordance with UPCS and local building code requirements.</b>	<b>Numerous units inappropriately exempted from inspections.</b>	<b>All units treated appropriately.</b>	<b>02/29/08 Monthly On-going</b>	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>5.7 Ensure 100% of dwelling units are inspected annually using UPCS and/or more stringent local code. [Reference: 24 CFR 901.30, 902.23, 902.43(a)(5)]</b>		<b>Full Compliance</b>	<b>4/30/08</b>	
A. Develop standardized inspection form for dwelling units using UPCS and/or more stringent local code and include in Maintenance Plan.			01/31/08	
B. Ensure that quality control inspections are completed.			On-going	
C. Ensure that work identified by the inspections are entered on the WO tracking log/system.			On-going	
D. Submit monthly report of progress to Executive Director/Board.			On-going	
A. Ensure inspection form includes UPCS and local building code.				
B. Ensure that the total number of emergency and non-emergency work orders and the total days to complete work orders are fully supported by the underlying records.				
<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>5.8 Schedule periodic quality control review of Work Orders System by the GHA managers/agents.</b>	<b>No quality control.</b>	<b>Effective quality control reviews.</b>	<b>12/31/07 Monthly On-going</b>	
A. Establish quality control (QC) standards and sampling rates for managers.				
B. Initiate QC reviews.			11/30/07 & monthly thereafter	
C. Review as part of quarterly management meetings.				

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
<b>5.9 Reconcile unit counts in the 3 databases, i.e., Finance, UPCS Inspection Department and PIC (pending correction of the data on PIC).</b>	<b>Conflicting unit counts in 3 databases.</b>	<b>All 3 databases are accurate and indicate the same unit counts.</b>	<b>03/31/08</b>	
A. Develop a method for establishing a final, correct number – using what is on the ground.				
B. Establish the correct number, and make appropriate adjustments to databases, as appropriate, with needed justifications to the files.				
C. Make any needed ACC amendments, and releases of Declarations of Trust.				
D. Successful input of correct data into PIC.				

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
<b>5.10-Improve communications between property managers, maintenance and other PHA departments. [Reference: HA Maintenance Plan]</b>		<b>Improved Communication</b>	<b>12/31/07</b>	
A. Conduct weekly meetings between property managers and key maintenance staff for the purpose of discussing current maintenance issues, workload and conformance with maintenance plan, etc.			On-going	
B. Conduct monthly meetings between property managers, Director of Housing Management and Maintenance Supervisor.			On-going	
C. Assure Maintenance Supervisor attends management staff meetings with ED, Director of Housing Management and other key staff to present and discuss maintenance needs and performance.			On-going	
D. Coordinate property level purchasing procedures with Materials and Contracts unit to ensure compliance with agency Procurement Policy.			03/31/08	

**Operational Area: 6. RESIDENT SERVICES AND INITIATIVES**

<b>PHAS Performance Targets</b>		<b>Baseline As of: 3/31/06</b>	<b>1<sup>st</sup> qtr Performance Target</b>	<b>2<sup>nd</sup> qtr Performance Target</b>	<b>3<sup>rd</sup> qtr Performance Target</b>	<b>Final Performance Target</b>
<b>Indicator #:</b>	<b>Name:</b>					
<b>3-5</b>	<b>Economic self sufficiency</b>	<b>Excluded</b>				<b>7</b>
<b>4</b>	<b>Resident satisfaction</b>	<b>7</b>				<b>9</b>

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>6.1 Develop standard language for MOUs and Interagency Agreements that reflects the administrative requirements in OMB Circulars and HUD's procurement handbook.</b>			<b>5/31/08</b>	
<b>6.2 Increase customer satisfaction based on the results of the REAC Customer Satisfaction Survey. [Reference 24 CFR Part 902; PIH Notice 93-23]</b>	<b>RASS Score varying greatly from year to year</b>	<b>Improved &amp; consistent RASS Score</b>	<b>7/31/08</b>	
A. Analyze the results of the REAC surveys [FYE 3/31/05 and 3/31/06] to determine areas of weakness and strength.				
B. PHA documents and certifies Implementation Plan activities via the Internet.				
C. Develop a Follow-Up Plan and submit a copy to HUD. Address identified weaknesses and build on strengths. Ensure the Plan includes the areas of Maintenance and Repairs, Communication; Safety; and Neighborhood Appearance. Seek input from resident leadership and resident groups. Include a data collection process for on-going measurement of the level of customer satisfaction.				
D. Implement all of the tasks in the Follow-Up Plan.				

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>6.3 Improve communication between management and residents to improve customer satisfaction. [Reference: Public Housing Reform Act of 1998]</b>		<b>Improved communication</b>	<b>04/30/08</b>	
A. Distribute information on current activities to all residents on an On-going basis and provide a copy to HUD. Update bulletin boards on monthly basis in all developments.			On-going	
B. Develop/maintain a process for effectively addressing and resolving correctable resident dissatisfaction items.			On-going	
C. Meet with resident leadership on a regular (e.g. monthly) basis.			On-going	
<b>6.4 Assure Resident Relations/Services Program Costs are within budgetary constraints</b>		<b>Program Cost Reduction</b>	<b>10/31/07</b>	
A. Determine amount of outside grant funding available.			01/30/07	
B. Develop/trim resident programs within available grant funding.			<b>Completed</b>	
C. Assure that any additional department costs for staff, overhead, etc., fall within available agency operating funds.			11/30/07	
D. Take action to reduce costs if necessary.			11/30/07	

**Operational Area: 7. CAPITAL FUNDS**

<b>PHAS Performance Targets</b>		<b>Baseline As of: 7/23/06*</b>	<b>1<sup>st</sup> qtr Performance Target</b>	<b>2<sup>nd</sup> qtr Performance Target</b>	<b>3<sup>rd</sup> qtr Performance Target</b>	<b>Final Performance Target</b>
<b>Indicator #:</b>	<b>Name:</b>					
<b>3-2a</b>	<b>Funds unexpended</b>	<b>\$6,652,722.73 *</b>				<b>\$0</b>
<b>3-2b</b>	<b>Funds unobligated</b>	<b>HUD Finding</b>				<b>\$0</b>
<b>3-2c</b>	<b>Quality of work</b>	<b>HUD Finding</b>				<b>0 findings</b>
<b>3-2d</b>	<b>Contract administration</b>	<b>HUD Finding</b>				<b>0 findings</b>
<b>3-2e</b>	<b>Budget controls</b>	<b>HUD Finding</b>				<b>0 findings</b>

**\*Insufficient documentation to support any performance level, scores failed – Certification**

**review conducted by HUD**

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>7.1 Improve the timely obligation and expenditures of Capital Funds [Reference: 24 CFR 901.15(b), 901.15(a)]</b>	<b>Untimely obligation and failure to follow 5-Year Plans.</b>	<b>Compliance and timely obligations, Procedures in place, and documented.</b>	<b>12/31/07 On-going</b>	

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
A. Submit all request for Capital Fund. Expenditures to HUD Local Field Office prior to expenditure and include supporting documentation/justification	Irregular submissions have occurred with GHA or GHA has submitted requests and not utilized it for it eligible purpose or not drawn it from accts within 3 days of request	All submissions must be approved by Field Office prior to expenditure	10/31/07 On-going	
B. Obligate funds within approved Implementation Schedules, including replacement housing funds			10/31/07 On-going	
C. Expend funds within approved Implementation Schedules, including replacement housing funds			10/31/07 On-going	
<b>7.2 Improve effectiveness of Construction contract administration procedures. [Reference: 24 CFR 968.135]</b>		<b>Improved Effectiveness</b>	<b>8/31/08</b>	
A. Comply with Davis Bacon requirements and/or prevailing wage rate requirements.			On-going	
B. Consider transferring process of wage rate determination to Materials and Contracts Management office.			10/31/07	
<b>7.3 Establish more effective budget controls and capital fund tracking procedures. [Reference: 968.320, 902.43(a)(2)]</b>		<b>Effective Budget Controls and Tracking</b>	<b>11/30/07</b>	
A. Assure proper authorization and training of personnel accessing LOCCS and monitoring Capital Funds.			11/30/07	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
B. Develop an effective capital fund tracking procedure including routine transmittal of LOCCS reports to Director of Development.			10/31/07	
C. Submit P&E/semi-annual progress reports on a timely basis with copy to Executive and Deputy Executive Director.			11/30/07	
D. Update obligations & expenditures monthly and call into LOCCS and report to Executive Director.			12/31/07	
<b>7.4 Improve the physical condition and long-term viability of the developments. [Reference: 24 CFR 968.315, 903.1-11]</b>		<b>Physical Needs Plan</b>	<b>12/31/07</b>	
A. Use planning process involving Executive Director to prioritize and develop the five-year action plan to include the comprehensive physical needs assessment.			12/31/07	
B. Incorporate the results in the PHA Annual and Five Year Plans.			12/31/07	
<b>7.5 Improve the management capacity of the Authority. [Reference: 24 CFR 968.315, 903.1-11]</b>		<b>Management Needs Plan</b>	<b>12/31/07</b>	
A. Conduct management needs assessment to establish management improvement needs.			12/31/07	
B. Use planning process involving Executive Director to evaluate, prioritize and develop the five-year action plan to include the management needs assessment.			12/31/07	
C. Incorporate the results in the PHA Annual and Five Year Plans.			12/31/07	
<b>7.6 Reduce the findings and risk of findings in the administration of capital funds programs. [Reference: 24 CFR 85.36; HA Procurement Policy]</b>		Well-run CFP	11/30/07	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
A. Recruit and hire qualified Director of Capital Funds/Development to oversee the modernization and development programs.			01/31/08	
<b>7.7 Comply with 5-year energy audit requirements.</b>	<b>No documentation to show completed energy audit and issues with utility payment and tracking.</b>	<b>Complete energy audit.</b>	<b>3/31/08</b>	
A. Incorporate results of Energy Audit in five-year plan.				
<b>7.8 Comply with environmental requirements</b>	<b>Environmental review completed as of 04/2007.</b>	<b>Complete environmental clearances.</b>	<b>11/30/07</b>	
A. Provide documentation to show requirements have been met for all open CFP programs				
B. Establish and implement procedures to ensure completion of an environmental assessment for all current and future construction/modernization projects.				
C. Update Environmental Assessment annually as needed.				

**Operational Area: 8. SECURITY**

Targets and Strategies	Baseline As of: 3/31/06	Final Performance Target	Estimated Completion Date	COMMENTS
<b>8.1 Reduce crime and improve the quality of life in GHA developments [Reference: Public Housing Reform Act of 1998; 24 CFR Part 84 &amp; 761]</b>			<b>12/31/07 On-going</b>	
A. Assess security needs at all developments				
1. Identify physical security needs (e.g., alarms, fencing, barriers, etc.)				
2. Identify risk for domestic violence, youth at risk, etc.				
3. Identify need for security patrols or surveillance				
B. Evaluate effectiveness of current local law enforcement services				
C. Evaluate present GHA security staff				
D. Obtain resident input regarding security programs				
E. Implement the security program				
<b>8.2 Evaluate the effectiveness of applicant screening procedures in reducing crime [Reference: Public Housing Reform Act of 1998]</b>	<b>No evaluation</b>	<b>Evaluation Conducted</b>	<b>3/31/08</b>	
A. Establish procedures for obtaining FBI criminal checks in accordance with PIH Notice 98-20 and 2003				
B. Update background checks older than 90 days prior to accepting/officering a unit to new applicants				
C. Develop tracing log for ineligible applicants with criminal history				
D. Develop a security program for each development with input from property manager, residents and local law enforcement agencies.			12/31/07	
E. Incorporate a security program for the elderly hi-rises into the site budgets for the hours needed.			12/31/07	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
F. Explore with the local government the extent to which the GPD can provide additional police services to abate crime in the public housing communities.			2/29/08	
G. Address Section 8 fraud internally through such avenues as better training of staff to be alert for fraud possibilities, better quality control on resident files and HQS inspections.			7/31/08 On-going	
H. Make necessary adjustments in Public Safety staffing to meet budgetary constraints.			2/29/08	

**Operational Area: 9. MANAGEMENT INFORMATION SYSTEMS**

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<b>9.1 Improve the interface between the computer systems.</b>	<b>Inadequate interface between systems.</b>	<b>Seamless interface exists. Real time access possible.</b>	<b>3/31/08</b>	
<b>9.2 Resolve problems with existing MIS.</b>	<b>9/2006 Certification Review Report</b>	<b>Improve quality and efficiency</b>	<b>7/31/08</b>	
A. Identify organizational location (organization chart) for MIS function and staffing needs to support MIS requirements.			On-going 10/31/07	
B. Develop job descriptions for required MIS staff.			10/31/07	
C. Make necessary staffing adjustments to meet MIS needs.			On-going	
D. Develop MIS report covering all Agency operations.			2/29/08	
E. Submit MIS report to top management monthly.			2/29/08 and On-going	
F. Train staff on existing MIS capabilities and features and use of data to monitor performance including updates on PHAS and SEMAP indicators.			11/30/07 On-going	
G. Generate reports for Board of Commissioners			2/29/08 and On-going	

<b>Targets and Strategies</b>	<b>Baseline As of: 3/31/06</b>	<b>Final Performance Target</b>	<b>Estimated Completion Date</b>	<b>COMMENTS</b>
<p><b>9.3 Conduct a comprehensive; PHA-wide needs assessment, either in-house or by a consultant, to determine system improvements, if any, to the current system. Project needs for the next 5 years. Prepare a 5-Year MIS Plan as necessary.</b></p>	<p><b>Comprehensive needs assessment and long-range MIS Plan not available.</b></p>	<p><b>Comprehensive needs assessment and MIS Plan completed. Budget projections and funding sources determined.</b></p>	<p><b>1/31/08</b></p>	

# Standard PHA Plan PHA Certifications of Compliance

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

## PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and Streamlined 5-Year/Annual PHA Plans*

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ~~Standard Annual~~, standard 5-Year/Annual or streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 2008, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7( c)( 1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

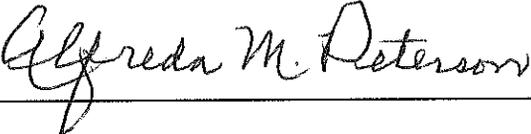
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105( a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are allowable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Gary Housing Authority  
PHA Name

IN011  
PHA Number/HA Code

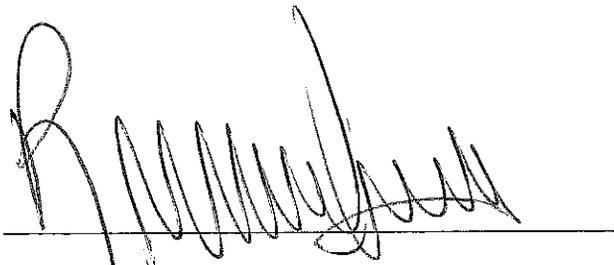
- Standard PHA Plan for Fiscal Year: 2008  
 Standard Five-Year PHA Plan for Fiscal Years 20\_\_ - 20\_\_, including Annual Plan for FY 20\_\_  
 Streamlined Five-Year PHA Plan for Fiscal Years 20\_\_ - 20\_\_, including Annual Plan for FY 20\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
<b>Alfreda M. Peterson</b>	<b>Executive Director</b>
Signature	Date
X 	11/13/2007

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

I, Rudolph Clay the Mayor, City of Gary, Indiana certify  
that the Five Year and Annual PHA Plan of the Gary Housing Authority is  
consistent with the Consolidated Plan of Gary, Indiana prepared  
pursuant to 24 CFR Part 91.



A handwritten signature in black ink, appearing to read 'Rudolph Clay', is written over a horizontal line.

Signed / Dated by Appropriate State or Local Official

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

**Gary Housing Authority**

Program/Activity Receiving Federal Grant Funding

## Housing Choice Voucher(Section 8), Low-Rent Public Housing Assistance, HOPE VI, Capital Fund

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

### See Attachment

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official <b>Alfreda M. Peterson</b>	Title <b>Executive Director</b>
Signature <i>Alfreda M. Peterson</i>	Date <b>11/13/2007</b>

Certification for a Drug-Free Workplace (HUD Form 50070)

Development Number	Development Name	Address	Zip Code
IN 011-001	Delaney Community	913 W. 22 <sup>nd</sup> Place	46407
IN 011-003	Eliminated		
IN 011-004	Delaney West	913 W. 22 <sup>nd</sup> Pl.	46407
IN 011-005	Dorie Miller	1722 E. 21 <sup>st</sup> . Ave	46407
IN 011-006	Dorie Miller East Point	1772 E. 21 <sup>st</sup> . Ave	46407
IN 011-007	Glen Park High-Rise	3280 Pierce St.	46408
IN 011-008	Concord Village	5001 W. 19 <sup>th</sup> Ave.	46406
IN 011-009	Glen Park East	4945 Tennessee Ave	46409
IN 011-010	Scattered Sites	4945 Tennessee Ave	46409
IN 011-011	Carolyn B. Mosby	650 Jackson St.	46402
IN 011-015	Scattered Sites	5001 W. 19 <sup>th</sup> Ave	46406
IN 011-017	Scattered Sites	6800, 6900 and 7000 Blocks 5 <sup>th</sup> Ave and Pl	46403
IN 011-018	Jefferson Manor	100 W. 11 <sup>th</sup> Ave.	46402
IN 011-019	Concord on the Hill	5001 W. 19 <sup>th</sup> Ave.	46406
IN 011-020	Scattered Sites	4945 Tennessee St.	46409
IN 011-022	Broadway Manor	100 W. 11 <sup>th</sup> Ave	46402
IN 011-023	Scattered Sites	3200 W. 11 <sup>th</sup> Ave	46404
IN 011-024	Al Thomas	100 W. 11 <sup>th</sup> Ave	46402
IN 011-025	Genesis Tower	578 Broadway	46402
IN 011-027	Duneland	402 Gibson St.	46403
IN 011-028	Horace Mann	660 Washington	46402
IN 011-029	Homeownership	578 Broadway	46402

\* All of the properties listed above are located in Gary, Indiana and are in Lake County.

**Certification of Payments  
to Influence Federal Transactions**

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

Applicant Name

**Gary Housing Authority**

Program/Activity Receiving Federal Grant Funding

**Housing Choice Voucher(Section 8), Low-Rent Public Housing Assistance, HOPE VI, Capital Fund**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

**Alfreda M. Peterson**

Signature



Title

**Executive Director**

Date (mm/dd/yyyy)

**11/13/2007**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> c. a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Gary Housing Authority</b> <b>578 Broadway</b> <b>Gary, In. 46402</b>  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  NA  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> US Department of Housing and Urban Development	<b>7. Federal Program Name/Description:</b> <b>Section 8; Low-Rent Public Housing Assistance, HOPE VI, Capital Fund</b> CFDA Number, if applicable: <u>14.871, 14.850, 14.866,</u> <u>14.872</u>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  <p style="text-align: center;">N/A</p>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  <p style="text-align: center;">N/A</p>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Alfreda M. Peterson</u> Print Name: <u>Alfreda M. Peterson</u> Title: <u>Executive Director</u> Telephone No.: <u>(219)881-6422</u> Date: <u>11/13/2007</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



PUBLIC HEARING  
ON  
2008 GHA ANNUAL PLAN  
JANUARY 10, 2008

PLACE: GHA BOARD ROOM, 578 BROADWAY, GARY, IN  
TIME: 6:00 P.M.

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**Welcome:**

Chairperson Margo Richmond welcomed residents to the public hearing on the Housing Authority of the City of Gary, Indiana 2008 Annual Plan. The notice of the public hearing was published for two days in the local newspaper listing thirteen (13) sites where the plan could be viewed in compliance with HUD requirements.

**Overview:**

Alfreda M. Peterson, Executive Director stated the process for submitting the Annual Plan. There was a schedule made in order for staff to timely gather input for the plan. Executive Staff was given different parts of the Annual Plan to work on. The staff then went through a PowerPoint presentation on the submission. Also included in the Annual Plan are policies of the agency. We gathered the necessary documents and put together 13 books that were distributed throughout the city so that the public could see it and we advertised in the local newspapers locations where the Annual Plan could be seen. On November 19, 2007 the 2008 Annual Plan was made available for review. The Resident Council Presidents along with two residents of the Housing Choice Voucher program agreed to serve as the Resident Advisor Board for the development of the Annual Plan. In addition to the required public hearing, GHA Executive staff held community meetings throughout the GHA sites to afford residents who were unable to attend the public hearing the opportunity to voice their comments and recommendations on the Annual Plan.

Before the public comments began, the Board Assistant read the ground rules for the public hearing session.

**Public Comments:**

At the beginning of the meeting persons wishing to speak with regard to the 2008 Annual Plan were instructed to sign-up. Each person was given three (3) minutes to make their remarks. If a person is over the time limit, then the Chairperson can allow two (2) more minutes for the person to complete their thought and comments.

Speaker Robert Comer

Good afternoon. My name is Bob Comer and I am the President of the Genesis Towers Resident Council, 578 Broadway and the Chair of the four high rise resident councils in the city of Gary. I am here today on the Annual Plan. As we know the Annual Plan is a hope list, wish list and for the last five years, we all know the Annual Plan has not followed through of the things it's supposed to do. At one time I stopped the Annual Plan. I was the very person to do that because the annual plan is the type of thing you have to have by the deadlines so that the Gary Housing Authority will receive its subsidies and operating capital for the housing authority and residents. I'm asking for receivership real bad cause we have not followed through the process with doing things for the residents. For number one, we're not to be heard because three minutes is not enough for something as tedious as this. For number two, where is your money and where is our money. We had five years (inaudible). Our money is not being brought to us, one time since I've been here. For number two our security, for number three our fire department. You know this is not enough time to sit down and talk about this because you kind of squashed us into a small frame. The last meeting we had downstairs in my building was in December. I asked questions to let my people know about the Annual Plan and the Executive Director immediately stopped it and the discussion became on me. Trying to be competing councils, trying to get me out of office talking about having a recall and today the same thing happened here. I wrote a letter today. You see, I'm a target because I'm the one who brought the fire marshals here. I'm a target because I'm the one who put (inaudible) in the paper. I'm a target because I do have an attorney and y'all will be hearing from him next week on the 15<sup>th</sup>. I don't know if you're getting letters or not. I'm giving y'all letters to everything and I know you ain't getting the letters I'm giving because the letters I'm giving you are powerful and all y'all involved in it. The Annual Plan is a hope list. I hope HUD come in here and take over, not because of you, you have lack of knowledge because you're not getting it from the ED. It's a personal vendetta against me. I'm asking for the Executive Director to resign immediately or be fired because she's not giving the information out. I'm very upset. I've been here for five years. I put in the paper that I trust her and give her a chance and I would work with her. She's like a pit bull at me right now with hot sauce on her teeth, barking at me, but she's not going to frighten me. But the main thing is I want this to stop immediately. And I love her in the name of Jesus. We can't keep on going. Do you understand that this building right here, every, everyday we have violations. I've talked to the fire marshals. Do you understand how many violations you've got? I'll give them to you. I've got over 175 pages of violations that you have in this building. Everyday. She ain't getting them; I know you ain't getting them. I got them. I'm gonna give each one of you that. She can go. I love her. I ain't got nothing else to say. I hope HUD take over, I hope y'all turn this down. I hope you don't do this. You got a staff up here, you got some good people work for the housing authority. But your head is a musical chair. "Can you count?" "No." Good, I'm gonna hire you over Finance. I got a problem with that. Love you.

Speaker Kendra S. Johnson

Good evening to everyone here. As I looked over the Annual Plan, I noticed quite a few things. Unfortunately because of circumstances beyond my control, I only had one day and a half to go over the Annual Plan. And one of my questions was, there was some time ago where it was requested each of the presidents receive a copy of the Annual Plan. I was not under the impression on if they had received a copy of the Annual Plan. I saw that it stated that the display location for the Annual Plan was at the main office. I was concerned that it was not at the local library for others to look at, but one of my biggest concerns was under resident training. I saw that \$1500.00 was allotted and my question was what did that cover for resident training. Was that for training for employees to handle or how to treat residents, how to talk to residents or did that mean exactly what it says "resident training". Is that the amount of money that would be spent to train residents of the public housing authority so that they would be able to come to the table and sit with the housing authority in a manner of trying to improve their development, help the housing authority grow. Also I looked at the Resident Advisory Board members and I noticed that Colonial Gardens, Broadway/Jefferson Manor and Dorie Miller/East Point did not have representation. However I did appreciate the Executive Director coming out to Dorie Miller. Unfortunately I was deeply disappointed and it was not the fault of the ED, but whereas Delaney had announcements mailed to them letting them know that the ED was coming to speak with them. Dorie Miller had flyers sitting on the desk in the office where half the time residents don't even come to the office unless they are paying their rent and had I not been the individual that I am, who looks at different things, like what's on the wall or what's on the table, I would not have even known that the ED was coming. So therefore, only about five people from Dorie Miller showed up. If you talk to three of those five they will tell you that I personally knocked on doors at the last minute that she was coming to see if they could come out and speak with her and ask her questions. Also I noticed when it came down to shutting down Dorie Miller whereas in the last Annual Plan, it was stated that the date was yet to be determined and at the meeting it was stated that HUD would be the ones to determine if Dorie Miller would be shut down. So my complaint pretty much is not enough was stated about how the residents, other than the fact of the Resident Advisory Board and it stated that residents served on , I'm sorry, stated that was the residents on the Resident Advisory Board of the public housing authority elected by the residents (inaudible), however, I am quite glad that we do have a resident commissioner on the Board and I would like to see more than one on the Board as well. And I didn't get a chance to look at the Family Self-Sufficiency program, but I also noticed that there were economic and social program partnerships with "Back-to-God" Movement, financial literacy and the Gary Public Schools for the CISCO Labs. And I was interested in that because I had not heard that there was a partnership with the Gary School Corporation concerning the CISCO Lab but it was in the Annual Plan. So if this is a wish list, perhaps it's your desire to form such a partnership. But I would also like to see more of the residents coming together to form partnerships with outside organizations as well. I also noticed you do not have a cooperative agreement with the TANF agency. Before you enter into a cooperative agreement, I would suggest that you examine the TANF agency more thoroughly, because they use technicalities to exclude their clients out of certain things.

TANF does not have a program that promotes entrepreneurship for residents. They are more pushed toward residents going to get jobs, not looking at the fact of being economic self sufficient through entrepreneurship. That may be something the housing authority could look in to showing residents how to have entrepreneurship. For talking with former members of the organization we had at one time, we were looking into entrepreneurship, not just limited to RMC but having a business of our own, doing nails, housekeeping, child care and things of that sort. I didn't get a chance to read thoroughly through the Community Service piece although I did see that you were looking at the definition under 21 (6.1) or 1614 of the SSA for inclusion of those who do not have community service and it might be a snag with the community service because some of the organizations that people do community service with are redoing their policies concerning volunteering. I was informed that the Gary School Corporation is redoing theirs. That's one of the places I do community service with a and also the definition of community service, my community service is a bit unique because what I do is I attend meetings throughout the city and I meet one on one with different individuals at the library. I also meet with my residents to inform them about what's going on in the city or when politicians are meeting and where and when different activities are going on. For me it's a little bit vague defining community service.

At this point the Executive Director interjected and the following comments by staff were made:

Before Mr. Dixon comes, I'd like to make a couple of responses to some of the things I've heard thus far. And one of the issues is the tenant council funding. In doing a little background and talking to Mr. Wilkes, I found out that Tenant Councils were disbanded at one point in time ago and that they just were reinstated on last year and any monies that are due to tenant councils will start with the year 2006. I also found out that in order for you to get these monies, you have to have some things in place. Some of the things you have to have in place is you have to have a record of how the previous funds were spent, you have to have a current plan for spending your funding, you have to have an approved budget and you have to have a financial report. Then you will receive your monies. The money that you will receive is a \$15,000 allotment so if all these things are in place then you can get your funding. And from my knowledge, we haven't received any of these reports yet to distribute any of the HUD money to those sites that do have tenant councils. I'd also like to ask my financial advisor to explain this \$15,000 for resident training and Ms. Smith can you give us some comment about each president receiving a copy of the Annual Plan. I was not aware of that. Can you assist us with that?

Sherita Smith, Director of Human Resources

With regard to the presidents receiving the Annual Plan, I wasn't aware that they would receive a copy. We did things differently this go around. When we did the 2007 Annual Plan, we only had one book that was available here at the Central Office, but with this particular plan we made 13 copies so that they could be distributed to the various sites and developments so residents would have the opportunity to come there and view it. There are also papers inside of it to make comments if they had any comments in regard to it there were

sheets available for them to do so. So this is the first I'm hearing that we were giving them to the presidents. That wasn't something that we had decided upon. We were just trying to increase the number of books that are out there so individuals wouldn't just have one place to come to and they could come where they resided.

Chairperson Margo Richmond, Board of Commissioners

Last year we made (inaudible) these books were to be made available to the presidents cause they are a part. We put them out there because they have to have some form of input as well.

Sherita Smith

The week that it was done, it was put in the papers as to where the locations would be. We listed not only the development, but also the address where it could be found. And its been out there since November 19, 2007. Those books are still out there now. We left them out there, we didn't take them back yet for them to see. Then when we went around to the developments to have the meetings that we held, that was an opportunity and we did have people comment that had taken the time and looked at the books, but even when those meetings were held, there was additional time of it being out there and us making them aware that it was still out there. In regards to the comment that was made about the flyers being left out, although Delaney did mail the flyers out, it was the decision the Property Manager made to do that to all the residents. We had the exact same number of people to show up at the Delaney meeting so even though they were mailed out, we still had a small group that came out for it.

Margo Richmond

So none of the presidents received a copy?

Sherita Smith

No.

Commissioner Cornell Collins

But they could see it at their sites?

Sherita Smith

Correct.

Commissioner Collins

And you say they've been there since November 19<sup>th</sup>?

Sherita Smith

November 19<sup>th</sup> they went out and in this building alone, we had one here in the Central Office, there was one downstairs in the Section 8 office, there was one across the hall in the Applications Department and one in the Manger's office, so there were four in this building alone.

Commissioner Collins

Since it's been there since November that's a couple of months.

Sherita Smith

It's been out there for the 45 day requirement. By going out that's why we advertised in the newspaper and went around trying to catch individuals as well. But the books are still out there. We haven't pulled them back.

Alfreda M. Peterson, Executive Director

Ms. Payne, do you know anything about the \$1500.00 for resident training?

David Cornwell, HUD Financial Technical Assistant

The \$1500.00 for resident training would be available for public discussion tonight.

Commissioner Collins

So who would the presidents get in touch with in order to get information for them to get the training or so that when we leave here their questions will be answered about starting the process as how they set up budgets and requirements for funding.

David Cornwell

I'm sorry, there are some Commissioners I haven't met. The council presidents and the ED and the Board Advisor are at (inaudible) place for them to get together. Mr. Wilkes knows consultants that would be able to help them set up...

Commissioner Collins

No, what I'm saying is, I take it that they have to have a budget in place, financial records, etc., are you saying that some of that money could be used to set up as far as the resident council presidents, do they go to Wilkes or...

David Cornwell

They have a weekly meeting with the Executive Director and Mr. Wilkes...

Alfreda Peterson

We have a monthly meeting and it's the Thursday before your Board Meeting. It just so happened that we met Tuesday before this meeting. But we meet monthly at 12:00 noon.

David Cornwell

That is where they go to get the assistance they need in order to get the \$1500.00.

Chairperson Richmond

I have one question. What date did you start here?

David Cornwell

October 26, 2007

Chairperson Richmond

Because once again, I am concerned about the information being right here on the premises and the Technical Assistance not being given directly to the resident councils so that those budgets could be in place so that they could have already received their funds and we could be looking at the future in 2008 to see what they planned to do. (To Mrs. Peterson) So you have not received any of the plans for 2008, and you have not received any budgets from the past money that was spent prior to?

Alfreda Peterson

I have not received anything.

Public comments resume

Speaker Squire Dixon

Hello, my name is Squire Jack Dixon, Jr. I am the president at 3280 Pierce Street. About this budget thing, I don't understand when people are supposed to come and to things at our building, they do a half job. I have a problem with that. We pay them, but I don't know, just give them money and let them do whatever they want to. They leave and it's never a follow-up of them coming back to straighten things out. We have a situation right now, I think it was the 3<sup>rd</sup> up to the 8<sup>th</sup> floor. Water came in the window through the air conditioner. What

they were supposed to be doing, and the water is still coming in there. I don't know what happening with that. These people's apartments were flooded. They came out, our maintenance person was able to take care of that. But (about) our door, they tell me that a manager is supposed to come out there and hook our door up, program our door so that the residents can use their key. The keys are in the office . Why can't they take care of that? We got to have something in the door, so when security leave, if somebody locks the door, we can't get in unless you go around the back and get the (inaudible) working, we can't get in. They need to take care if this here. Just...

Commissioner Collins

This is supposed to be about the Annual Plan.

Chairperson Richmond

Mr. Dixon, there's going to be another session after this one for public participation and I kind of got caught up in listening to what needs to be done. So there will be another session right after this one.

Speaker Squire Dixon

Now they did give us a plan, they did send the book around. She did, Mrs. Peterson, she came out and everything, the residents, they really liked her because there were some things that needed to be done and she went right in and took care of it. I been out there going on four years myself and people just shucked us.

Chairperson Richmond stopped Mr. Dixon as he is over his three minute limit.

Speaker Jacqueline Turner

Good evening, Board, Staff and residents. My name is Jacqueline Turner and I represent a national organization called ENPHRONT for taking this challenge. I haven't had an opportunity to read the Annual Plan, and I just spoke with one of your staff members in order to see it later in the week. I'm listening to some of the comments being made and I'm listening t the fact that there might not be compliance under 24 CFR 903 and 24 CFR 964 which gives the residents the right to participate in the full evaluation of the Annual Plan to review policies and budgets for operations concerning the public housing authority. I do understand that you stated that the Annual Plan was put out on the 19<sup>th</sup> of November and there is a grace period s the 24 CFR 903 states that it is placed there. I would like to see if it could be extended and that there be some additional follow-up with the residents. Again, last year, when I came to you all I asked that if we could consider creating a policy for the residents to have participation that that would be a part of the Annual Plan so that you all can start having a collaborative partnership. I'm offering my services as I did to Mrs. Nelson. I have a lot of knowledge and insight that could help support more unity between the residents and housing. Also please pay attention to compliance and the regulations that really focus on

the residents being a part of this. Because this year, the past year in 2007 the United States Congress passed a bill for the residents to have their rights honored according to the 24 CFR and I'll bring that information to you. I have not had an opportunity to view it as I said, there are some steps in the Annual Plan that the residents should have some input in. And it's a long, lengthy plan, I know, and you can't do it in one day. My name is Jacqueline Turner, please consider me. I'll extend my phone number and information to you. We can write a letter to you, a proposal to help assist the residents and assist them where they can come to the table with you and your experts sent through HUD. It's very much needed so that we can get some closure and go forward.

Alfreda M. Peterson

Again I would like to respond to a couple of comments made. Mr. Wilkes, I'd like you to defer to you the timeline we have for HUD for the submission of the Annual Plan. Could you comment on that for me?

Chairperson Richmond

Mr. Wilkes, would you come forward please?

Robert Wilkes, HUD Board Advisor Technical Assistant

As far as the timeline for the Annual Plan, the Annual Plan is to be advertised at least 45 days before the public hearing. The Annual Plan was actually probably advertised 50-55 days before the public hearing and by January 17, 2008 the annual plan needs to be submitted to HUD. Now there are some things that have been mentioned about not seeing the plan, but the plan was advertised, the notification was made where we have a responsibility to make it available for persons to look at. Since November 19<sup>th</sup> that part of the timeline has been met. The hearing today is to receive comments about what is contained in the Plan and if people have not taken the time to review it then what type of comments could they offer. There is a certain amount of responsibility for the housing authority and I believe that it exceeded in that. Some residents showed up and some did not, so the timeline portion has been met. There was also the Resident Advisory Board that was established to be part of the plan that was made up of resident council presidents and also there were some Section 8 tenants that were a part of that. That was a separate process. We went out to the sites and at that point in time they had a chance to offer comment. There has been plenty of opportunity. The best opportunity, every time we can improve. There's been improvement in this plan over the last plan., the last plan was approved in August, because we were late, and certain steps were done and this time there was even more steps.

Alfreda Peterson

I would like to comment on the audience member who talked about repairs that were not made properly. In our travels to different sites, we did notice some things that were not, the capital project plans that were not being completed properly and we came back to our

Procurement department to ask had these people been paid or was the job finished. And the jobs are not completed at your site and they are to come back out and repair that. There are other sites that we went out to and they need to come back and make some repairs also. It's a good point because I questioned that myself. We're paying all of this money and these contractors are not completing jobs. In some cases they are actually leaving more damage than the property initially had. So we are finding out about these companies and if they've been paid, they have to come back and make adjustments.

The Chairperson closes the Public Hearing.

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## **Annual Plan Public Meetings**

**November 5, 2007 – December 21, 2007**

### **PRESIDENT'S COUNCIL AND RESIDENT ADVISORY BOARD MEETING Monday, November 5, 2007**

**PRESENT:** Valerie Brown, Carolyn Mosby, 650 Jackson Street  
Robert Comer, Genesis Towers, 578 Broadway  
Verner Crawford, Al Thomas, 100 W. 11<sup>th</sup> Avenue  
Squire Dixon, Glen Park, 3280 Pierce Street  
Regena Gaines, Concord Village (Resident Commissioner)  
Vanessa Jeffries, Colonial Manor

Alfreda Peterson, Executive Director  
Willie Hollingsworth, Deputy Director  
Robert Wilkes, HUD Board Advisor  
Janice Stewart, Housing Choice Voucher Program (Section 8)

Mrs. Stewart made a presentation regarding the HCV program. She touched on the following subjects:

- Self Sufficiency Program
- Waiting List – Priority Seniors
- Homeownership Program

The following are comments made by council presidents:

- Valerie Brown, President, Carolyn Mosby High Rise
- Independent Living, people should be able to take care of themselves. Some cannot and hide from the visiting nurses.
  - Security not present on Saturday and Sunday
  - The need for pull chains in units
  - The need for Security, especially at the first of the month

- The alley behind the building was paved
- Back door of facility repaired at the bottom
- Caretaker, Nelson King is never there. He missed all of the HUD inspections
- Managers not checking behind caretaker

Squire J. Dixon, President, Glen Park High Rise

- Custodian not doing his job
- Security there during the day. Didn't show up until 7:00 on Sunday
- Gate works in the rear of building
- Front and back doors not working properly
- Intercom not working
- Windows being caulked
- Tenants being intimidated
- Requested another apartment

Vanessa Jeffries, President, Colonial Manor (884-4818 Community Center)

- On 10-12-2007 the picture window was broken at the office (may need to replace with Plexi-glass)
- Enlarge the office
- Telephone not working
- Managers do not communicate with the resident councils
- Air conditioner works
- Sidewalks torn up from the storm (City problem)

Verner Crawford, President, Al Thomas High Rise

- Intercom not working
- Security not present for midnight shift
- Good Caretaker
- Security lets tenants park motorized scooters in front (Security has favorites)
- Pull cords not in convenient spots
- Where is the resident council monies of \$15.00

Robert Comer, President, Genesis Towers High Rise

- Back To God program (discontinued)
- Needs copy of Audit
- Security sleeps
- No financial report from GHA
- Computers needed. Commissioner Gaines has taken three computers
- Electrical outlets for computer room needed
- \$690,000 camera to be put in all high rises
- Ignores senior requests
- Lease Violations
  - Roaches
  - Unlawful violation occupancy
  - Visitors not signing book

○ Manager going into mailboxes  
PRESIDENT'S COUNCIL AND RESIDENT ADVISORY BOARD MEETING  
Tuesday, November 13, 2007

PRESENT: Squire Dixon, Glen Park High-Rise  
Robert Comer, Genesis Tower  
Verner Crawford, Al Thomas High-Rise  
Regena Gaines, Concord Village (Resident Commissioner)  
Carol Williams, Miller Heights  
Denise Stewart, Duneland Village  
Vanessa Jeffries, Colonial Manor

Alfreda Peterson, Executive Director  
Willie Hollingsworth, Deputy Director  
Robert Wilkes, HUD Board Advisor  
Janice Stewart, Housing Choice Voucher Program

The following are comments made by council presidents:

Squire Dixon, Glen Park High-Rise

- Security
- Door repairs in progress
- Keys need to be issued
- Cameras being installed
- Pull cords (lines installed)
- Ms. Short did a good job as manager of Glen Park High-Rise
- Housing trying to do things
- Move intercom system to other side of building

Carol Williams, Miller Heights

- Mold problems in the units
- Remodeling on outside
- Requesting new cabinets in kitchen(s)
- Need computer, desk, chairs, and tables
- Letter stating on how money can be spent
- Furnace needs to be cleaned

Robert Comer, Genesis Towers

- Why are cameras being installed?
- Requesting minutes for vote on cameras
- Fireman doing very good job on fire watch
- Keep fire watch crew here

- Security is not doing their jobs
- Security ran by Officer Hightower \*(Security is run by Wardell Hampton)
- Manager not involved with residents
- Need money from HUD
- Requesting computers
- Resident entered another apartment illegally
- Ms. White shredded GHA papers

Verner Crawford, Al Thomas High-Rise

- Unit money requested
- Security must put alarm on back door
- Parking lot door/gate has no security from 8-4
- Good caretaker at site
- Residents afraid to come down
- Pull cords needed in bedrooms
- Need tile
- Rodents in apartments
- Alarms not loud enough, need batteries
- Cable wires torn out often
- Need computers

Denise Stewart, Duneland Village

- Security needed
- There are lighting problems
- Door locks
- Parking for residents being taken

Vanessa Jeffries, Colonial Manor

- Break-ins
- Office picture window
- Three trees still down
- (Need) Weed & Seed program
- Refund for security doors
  - o Have receipts
  - o Ms. Gaines provided bars
  - o Telephone off
- No backdoor steps

Regena Gaines, Concord Village

- No Security

The following are comments made by residents:

Rosetta Lane Section 8

- Self-sufficient Program – can you train people (youth) towards leading a successful life
- Requesting trainers to come in and show them how to open a business

Agency Plan Meeting – Notes and Comments – Carolyn Mosby High Rise  
November 30, 2007

Resident Comments:

- We need security – The lights on the north side of the parking lot are out
- **Odell Paul Brown – Apt 719** – Remove carpet it is old and filthy, “I can’t remove my shoes the carpet is so filthy, I may have to call the mayor”.
- My apartment was broken into, I had an intruder, and I don’t feel safe, the Property Manager did not do any type of report or anything. (**Gordon McIntyre** )
- The heat is not working properly in my apartment **Apt #505**.
- The Maintenance staff is not doing anything in this building, Donna need’s help and we don’t have security from the first to the tenth of the month, the fire alarm is constantly going off, because people are pulling the alarm. (**Gordon McIntyre**)
- Many people in this building may need to move to an assistant living facility. (Gordon McIntyre and Resident Council President **Valerie Brown**)
- The elevators don’t work properly most of the time.
- **Lack of Security** – No one is there at the security desk – I have told this to the Property Manager, I have come in early in the morning and the security person is not there.
- No improvements are scheduled in your plan for 650 Jackson for 2008. (Resident Council **Secretary Sheila Mitchell –Apt #217**) .We need windows and work on the infrastructure, why are we the last ones to get work done? The Janitorial service needs updating, and we really need furnace repairs, the furnaces are old and needs to be replaced. The Council would like to work with GGA to get things done.
- Have a Professional Plumber inspect the furnace. Windows were installed wrong, you were cheated no insulation in windows. Wrong faucets, people with arthritis can not turn handles. (**Otha Allen Apt # 815 -886-7111**) “I am willing to monitor the contractors, and view the specs before work is done. You need to put florescent lights in the hallways; folks are stealing the light bulbs.

- Heat is not working right; it's cold on some parts of the building and hot on other parts. My space heater blows out the circuits.
- 2008 – Nothing planned – The kitchen needs to be repaired and updated in the community room. The electricity is bad in the building. ( **Resident Council President Valerie Brown**) The public bathrooms are horrible; one stall works out of three.
- It gets cold on the third floor- clean the ducts. Radiator heat valves don't work.
- I'm 81 and I got nothing to complain about, just pray.
- What can be done about Pest Control? We have roaches every where due to poor housekeepers, some people can't keep their apartments clean. We can't control infestation and fires. The Lease is not being enforced. (**Sheila Mitchell** ) People who are ill need to move out.
- Is there lead in this building?
- We need a new elevator Contractor.
- Can you do more about Pest Control?

**GHA Staff Response:**

- ❖ We are working on the leaking problem now. Fires are caused by carelessness, you can't leave food cooking on the stoves- educate the resident regarding housekeeping ( W. Hollingsworth -Deputy Director)
- ❖ 3280 Pierce did not receive new window, tuck pointing and roof work is being done. (Angela Payne –Accounting)
- ❖ 3.1 Million dollars was lost in capital funds, therefore many projects were cancelled. (Deputy Director)
- ❖ Talk to your Resident Council President, ask, “What can we do as residents”. Discuss your issues in your Resident Council Meetings. Talk about, making sure the apartments are clean, take this info to the Property Manager. These

are easy things you may do set them up with your Resident Council and Property Manager. I am willing to come to your meetings, along with certain staff if necessary. “We will focus on the right now”, safe, clean and habitable housing. (Alfreda Peterson, Executive Director)

- ❖ No there is no lead in this building. I have the lead findings report in my office. ( Sharon Hutton – Property Manager)
- ❖ Housekeeping evictions can be realized if proper documentation is taken (Property Manager)
- ❖ Security issues are addressed in the Plan. Increased apartment inspections will help identify those apartments with infestation problems and poor housekeeping issues. You must let the exterminators in to exterminate. (Auditor- Theresa Lawson)
- ❖ We do have money for some stoves and refrigerators. ( Deputy Director)

**Meeting adjourned about 5pm**

Agency Plan Meeting – Notes and Comments –Horace Mann Apartments

December 5, 2007 – 3:30 PM

Resident Comments:

- I have problems with my neighbors making noise in my building. I live down stairs and I wear braces on my legs and have a hard time getting up, and they are constantly buzzing for me to let them in, when they are locked out. **(Diane Williams)**. I can hear them talking and I hear their company, as well as children running. I have spoken with the Property Manager and my daughter has documentation of noise. I was almost robbed in front of my apartment, a man tried to open my car door.
- I hear noise from my upstairs neighbors, and I pay to much money to stay in my apartment and be disturbed. The Property Manager is doing a good job out here. **(Linda McGhee)**
- I like my apartment and the neighborhood, I don't have any problems, and you should report your problems to the Management office. **(Mr. Rogers)**.

GHA Staff Response:

- You must report all complaints to your Property Manager, and do not buzz people in when they are constantly buzzing your Apartment. Your Property Manager and clerk will assist you with these and any other concerns or complaints you may have. (Executive Director, Alfreda Peterson)
- A conference was held on Monday with the Property Manager and I regarding these complaints. All residents must follow their Lease and are entitled to due process of the judicial system. **( D. Pointer, Program Specialist)**
- Please let me know if you have any case management problems. **( Janice Stewart, Section 8)**

**Meeting adjourned -5pm**

Agency Plan Meeting – Notes and Comments – Dorie Miller Apartments

December 7, 2007

Resident Comments:

- We don't have an Active Council. We tried but there was in-fighting, therefore, the training was not done. We were told we needed a handicapped accessible ramp; which was not done before we could use the space GHA gave to us, it is small and we would like to use this Community Center. We would have to have two Resident Council meetings; one during the day and one in the evening for those residents that work. I have gone to (ISWRO) Indiana State Wide Resident Organization training before and I don't mind sharing what I have learned. I could also bring in Lorraine Simpson (ISWRO) or Jacqueline Turner from INFRONT, I'll find out if there is a cost involved and other preliminaries. ( **Kendra Johnson**)
- Is Dorie Miller, going into asset management?
- We are concerned about our safety, the street lights are out and it's dark the tenants won't turn on their porch lights. The lights are out on 19<sup>th</sup> Court and Alabama
- I don't agree with One Strike Out Policy- you just can't put them out in the street. ( **Ms.Starks**)
- People are hanging out on the Parking Lots, it's worse in the summer.
- Our brick garbage bins our down, people are just kicking them down.
- Crime had decreased when Police Officer Michael Miller was here.
- Mike Miller violated the tenant's rights.
- Mike Miller, got respect, he grew up out here, and he kept the peace.
- The Vacant units are causing problems; people are living in them, during the day and night. Many problems in Dorie Miller are caused by people who don't live here. ( **Ms. Alexander 1733 E. 20<sup>th</sup> Court**)
- Our units are not boarded up, they're breaking in.
- Why don't you all enforce the No Trespassing Law? A young man was stabbed out here, there is a Delaney and East side war.

- What happened to the car registration and ID requirements? Many residents are afraid to place stickers on their cars; due to gangs.
- My heat doesn't work, I smell gas in my house and water is running. **Shaquanda Davidson-2026 Maine Street**. People are drinking, and throwing bottles in the yards, the office don't care and people don't care. Someone set my garbage can on fire, and I was charged, my kid's can't go out and play.
- It's dark on the basketball courts and they shoot all of the time.
- I've lived in Dorie Miller 54 years. ( **Ms. Starks**)
- No police are seen, every once in the while you see the police.
- When you call the police, they come when everything is over, the cops stick together.
- The police told us, Mayor Clay is the cause of the problem in Dorie Miller.
- The police are disrespecting the tenants and the people are scared out here.
- White cops, are talking bad to people out here.
- We heard Dorie Miller is going to be torn down.
- Can the people be screened before they come into our Development?
- **We** have poor housekeepers out here.

**GHA Staff Response:**

- Check with existing active Resident Councils, find out the steps they took to reorganize, also get Jacqueline Turner and Lorraine Thompson's information, cost, how long etc. It's important that the residents get involved, Resident Councils are truly needed.(**E.D. Alfreda Peterson**).
- Mr. Hollingsworth, advise Kenneth Clinton of the defective lights. (**E.D. A. Peterson**)
- Calvin Watkins, has repaired some of the lights that are out. ( **D. Director W. Hollingsworth**)
- The Police won't come out here, one of the reasons we have so many vacancies, is because of the high evictions. ( **D. Graves, Property Manager**)
- Get the Badge numbers of the cops that are disrespectful and give them to your Property Manager ( **E.D. A. Peterson**)

- Dorie Miller is in our Annual Plan for purposed demolition, HUD will set the date. **(T. Lawson, Auditor)** This does not have to happen, if your vacancies are filled it could stop demolition. **(E.D. A. Peterson)**
- We need plywood to board the vacant units, and the defective stoves must be removed so that we can have additional storage ( **E.D. A. Peterson**) Check Ms. Alexander's unit 1733-35 E. 20<sup>th</sup> Court –people coming into vacant unit connected to her . ( A. Peterson)
- Do you have suggestions regarding security here in Dorie Miller? **(T. Lawson, Auditor)** Suggestions from residents: A. Police need to be here. B. Need a task force officer in the center, we have a desk already here. C. Get the vacancies down.
- We have a vacancy reduction plan, we have 100 vacancies out of 268 units, we have assigned additional staff to work on this problem. Our goal is for Dorie Miller to be 97% occupied before March 31, 2008. ( **W. H. Deputy Director**)
- We may be able to make improvements through Capital Funds. ( **S. Smith H.Resources**)
- I will share with the residents about asset base management as well as about the closing of Dorie Miller, our goal is to have a safe environment to live ( **D.Graves, Property Manager**).
- The resident council can assist in addressing many issues that the residents are now facing; referral agencies may be able to help. ( **D. Pointer, HOPE VI**)

**Agency Plan Meeting – Notes and Comments – Colonial Gardens**  
**December 12, 2007 - 10:00 AM**

**Resident Comments:**

- There's a leak in my roof, leaking back in the bedroom in the walk in closet. ( **Mrs. Bell**)
- Where are our new doors? Here comes HUD saying, you can't have this, you can't have that, I'm afraid out here. I'm vulnerable, please bring us our doors. Are we on the list for new doors? ( **Linda Clark**)
- How about new windows? My house was broken in to.
- We need paint, they don't have paint or any supplies, the pipe on the outside of my house is broke, it burst under the sink, and the pipe has burst.( **Sharmaine Brown**)
- I painted myself, I painted my own house, and they said we could buy these old houses. ( **Linda Clark**)
- I need a handle for my toilet, I don't complain unless I have to. They say they don't have no parts, so I stopped calling. If I leave the maintenance person in my house, they don't bother anything, they're good, they just don't have material. ( **Sharmaine Brown- 1057 E. 36<sup>th</sup> Avenue**)
- I take care of my house, I shovel my own snow. ( **Linda Clark**)
- My house was broken into and nobody did anything. ( **Sharmaine Brown**)
- People were killed next door to me, and I 'm scared to talk to the neighbors out here about their bad children. ( **Johnnie Abbot**)
- I have records when I call the Police. ( **Sharmaine Brown**)
- Does GHA have a relationship with the Gary Police? People from Chicago came over here and are tearing up Gary with their drugs, GHA needs to screen better. ( **Linda Clark**)
- Leave the houses boarded up. I have big tree branches in my back yard; they have not been picked up. ( **Sharmaine Brown**)
- I live at 3389 Kentucky and there's a big tree still in my yard. ( **Mrs. Bell**)

- I am scared to stay and scared to move. We don't see any police out here. ( **Johnnie Abbot** )
- I need some new floor tile. ( **Mrs. Bell** )
- Ask someone to help you; like your neighbors, when you have a house take on some responsibility. Before you sale the houses, make sure you put in new sinks. ( **Linda Clark** )
- HUD inspections are invading the tenant's rights. My exhaust fan over my stove is filthy, and it doesn't work and my closet doors down. ( **Johnnie Abbot** )
- My door has been off track for fifteen years, and I aint never got nothing new. ( **Mrs. Bell** )
- Why do we have to track the work order tickets we call in? ( **Linda Clark** )
- It's a shame we have to live this way, nothing is getting done, it's insane. ( **Linda Clark** )
- The Property Manager says, "We'll get to it". ( **Sharmaine Brown** )
- I call the emergency number and they don't come out, they say it's not an emergency.( **Johnnie Abbot** )
- How can you go on to asset management, when you don't have no money, our Property Manager doesn't have a clerk. ( **Linda Clark** )
- When did they stop giving us copies of the work ticket? And what do we have to do to have our Resident Council books audited? ( **Vanessa Jefferies** )
- I use to wonder why the inspectors only inspected my house, then I figured it out, we are the only one's left. ( **Linda Clark** )
- I aint taking my bars down. ( **Mrs. Bell** )
- Don't take your bars down, they can't get rid of us, Can we buy our houses? When GHA gets their stuff right, we'll get our stuff right. ( **Linda Clark** )

**GHA Staff Response:**

 Please take a look at the Plan. ( **Executive Director, Alfreda Peterson** )

- ✚ On January 10, 2008 a Public Hearing will be held at 578 Broadway. This will be an opportunity for you to discuss your issues and concerns, you can see the proposed things GHA may do, and the Plan has a comment section as well. ( **Sherita Smith, Human Resources**)
- ✚ Have you called your work ticket into the warehouse? Was the part ordered? We have plenty of paint at the warehouse, but they're five gallon buckets we need one gallon. If the maintenance says they don't have your parts nor needed supplies, they can order them. Don't forget about it and not call the ticket back in. Talk to your Property Manager; let her know what's going on. Go to the City Council Meetings; let them know you need Security out here. (**Alfreda Peterson –E.D.**)
- ✚ Regarding screening people. Our screening has not changed; once they're in they're in, unless they violate their Lease. Criminal back ground checks are run during the screening process. They're not coming in as criminals. (**Alfreda Peterson –E.D.**)
- ✚ Regarding tree left in yard from storm: We need to contact the City to cut it up and we can move it. (**Alfreda Peterson – E.D.**)
- ✚ In regards to the Annual Plan, some things we couldn't do, therefore we may need to make changes or adjustments. We can make revisions. ( **Theresa Lawson – Auditor**)
- ✚ Ms. Bell did you call in a ticket for your fallen doors? (**Alfreda Peterson – E.D.**)
- ✚ When does the warehouse generate the ticket? ( **Angela Payne – Finance Director**)
- ✚ The ticket is generated when the resident calls it in to the warehouse, the ticket is then sent to my printer from the ware house. ( **Property Manager, Janis Stephens**)
- ✚ Do you every call you're Property Manager? Call all of your repair problems in today to your Property Manager, here is my phone number and cell call me as well ( **Alfreda Peterson- E.D**)
- ✚ We are going into asset management effective April 1, 2008; therefore call your Property Manager. Yes we are behind but the property managers are in place and

the maintenance staff is in place. The issue is money; your Property Manager will have more money when her units are occupied. We are having a meeting the maintenance staff on December 14, 2007 at 3:30 PM. On Monday, December 17, 2007, your Property Manager will have additional maintenance staff. We will have a specialty crew for vacant unit repairs. They are working in the High Rise developments first. We do have some capital fund dollars as well; we have a total of four hundred vacancies. We may have to contract out. ( **Sherita Smith-Human Resources**)

- ✚ You should receive a copy of your work order ticket, ask for it, and if you don't get it call me. ( **Alfreda Peterson – E.D.**)
- ✚ Regarding the audit of your Resident Council books: We have money to pay for the audit, we will get it done. ( **Angela Payne – Finance**)
- ✚ Regarding inspections: We have the U.S. Inspectors out who inspect all of the units, and then the REAC HUD inspector does random inspections. Work tickets should be generated from these inspections. ( **Theresa Lawson- Auditor**)
- ✚ Some of the information in the Five Year Plan is Security, Capital Funds, Admissions, ACOP. The book is in your manager's office. There will be a Public Meeting on January 10/08 at 6PM. ( **Theresa Lawson – Auditor**)

**Agency Plan Meeting – Notes and Comments – Duneland Village**  
**December 12, 2007 - 3:30 p.m.**

**Resident Comments:**

- So far so good!
- Pretty much satisfied.
- There's ice out here, I'll buy my own salt.
- Can maintenance, put salt out?
- No complaints, maintenance is good, it seems like cops are patrolling more, and it's good to see something is done, once we address it. The staff here is fine, and Duneland is beautiful, and the police come when we call, everything is good. (**Denise Stewart**)
- Can we have something out here for our kids?
- I have six children, and I'm told they have to get off the playground when it gets dark, even if I'm with them, and they're no lights on the base ball field.
- We do have security issues, after hours, once the office is closed.
- The light from the office helps brighten things up out here, after dark.
- We know about inspections, your staff (Ms. Pointer) had a meeting with us and explained everything...
- Gwen is doing a good job out here too.
- What about the parking spaces?

**GHA Staff Response:**

- Please review the Agency Plan; it contains information regarding Screening, Admissions, our ACOP and Policies, which you are governed by in conjunction with Duneland's Lease. The Plan will be on site until Jan 10, 2008. (**Theresa Lawson – Auditor**)
- We have one Maintenance person and one grounds person. We must turn our vacant units over within 21 days. (**Linda Savage – Property Manager**).

- Re something for your kids – You all will be able to formulate a Resident Council, and you'll be able to orchestrate activities for your children. Ms. Pointer will give you information regarding starting a Resident Council. **(Theresa Lawson – Auditor)**
- Re Security issues after dark, we are going to get the Police Chief involved. You all can come out to the Board Meetings the second Thursday of each month at 578 Broadway, on January 10, 2008 there will be a session for Public Comments regarding the Plan. **(Alfreda Peterson – E.D.)**
- Do you assign numbers to your residents for parking? **(A. Peterson – E.D.)**
- No, I don't assign numbers, however I could, I set the policy for that, right now parking permits are issued to the heads of households and they park in the front and their visitors must park in the back. We use Bennies towing. **(Linda Savage – Property Manager)**

**Agency Plan Meeting – Notes and Comments – Delaney Development**  
**December 14, 2007 - 10:00 AM**

**Resident Comments:**

- Is Delaney shutting down? Will they do what they did in Duneland? Will people from Ivanhoe get first crack?
- What about vacant units? You need to call some of those laid off people back so that can fix these empty apartments. The empty houses are being occupied by vagrants. It don't make sense, some of these places have been vacant for over four years. The playgrounds are full of weeds and glass, the kids can't play.
- Who determines who moves in these apartments? My daughter wants to move into Delaney.
- The heat is on in these apartments, with no one in them.
- Why are there some many people here from Illinois, it seems like they move in here first.
- Can I have a push broom to clean up the play ground?
- It's dark by the CISCO office; can we get those lights fixed? They go off and on; it's a lot of traffic over there, people park in our yards, whose job is it to stop it?
- I'm sixty nine years old, I've lived here since I was three, and it has really declined, people shoot out here all of the time.
- What about the Resident Councils? We tried for a whole year, and we still don't have one. **(Ms. Fletcher)**
- Gurtha, can we have a mandatory clean up?
- It's dark on Polk Street, they shoot all of the time, some lights may be shot out, and they're drugs and guns out here.
- Drug dealers don't care; they deal drugs in the light and in the dark.
- I wish more tenants would attend these meetings.

**GHA Staff Response:**

 The comment section of the Plan is for the residents. Revisions can be made; therefore your comments are important. Maintenance, Admissions, Housing

Management, Security, Section 8, and the One Strike Policy are included. We value your comments and views. We can't guarantee that all of your comments will be implemented, but we will take them into consideration.

**(Theresa Lawson –Auditor)**

- ✚ Re: Will Delaney be shut down; it will or will not be, it has not been decided, there are options, Delaney has two developments, 11-1 and 11-4, it has not been decided. **(Angela Payne, Finance Director)**
- ✚ Fencing was installed in Ivanhoe. **(Sherita Smith, Human Resources)** I will be meeting with Maintenance today, vacancies, and the formulation of maintenance teams will be discussed during this meeting. Maintenance will start repairing the vacant units in the High Rises first. Now that we will be going into asset base management the property managers will be better able to direct the activities of their staff, in the distribution of work order tickets. The Capital Fund dollars may be able to assist us with other improvements. HUD has determined the amount of maintenance staff each site may have.
- ✚ Read your daughter's application – I don't have it; I do have a three bedroom unit ready on Fillmore Street. **( Gurtha Thornton, Property Manager)**
- ✚ Once the vacancies are down, we can hire more staff. **( A. Payne, Finance)**
- ✚ We have vacancy crews going out within 30 days completion period, they've worked at 100 W. 11<sup>th</sup> Ave, 578 Broadway, Delaney or Dorie Miller will be next. **( E.D. Alfreda Peterson)** Can we get the tenant a broom to clean the play ground? We're getting lax in enforcing the Lease...we must get back to enforcing the Lease. Delaney looks a lot different from when I lived here.
- ✚ We do have preferences for housing listed in our ACOP. **(A. Peterson, E. D.)**
- ✚ Those preferences are: (1) resident of Gary/work, (2) Working families, (3) in school, (4) Vet. **(Sherita Smith, Human Resources)**
- ✚ Re Resident Councils: - Put out flyers, we want you to elect officers, we will get back with you on that, I'll check with our HUD Advisor. **(A. Peterson, ED)**

- ✚ We have checks from the Resident Councils Pepsi machines; once you are organized properly you will receive the money owed to you. Many of the checks are void due to their expiration dates. **(A. Payne- Finance Director)**
- ✚ Re Mandatory Clean up: The tenants are responsible for keeping their yards clean. **(Gurtha Thornton - Manager)**
- ✚ Once everything is in place your Property Manager will get things in order. **(Theresa Lawson- Auditor)** The Five Year Plan is in the Manager's Office for review, there is a form in the Plan for comments.

**Agency Plan Meeting – Notes and Comments – Glen Park High Rise-3280 Pierce Street**  
**December 14, 2007 - 3:30 PM**

**Resident Comments:**

- When will you all open up City Wide? Again, we use to have City Wide. What do we need to get it started again? Will we participate with ISROW again? Will GHA provide a van to transport our residents to and from events? (**Rosa Adams**)
- When we have home repairs from the inspections the work isn't done afterwards. The heat isn't working right and the handle on my toilet is broke. (**Squire Dixon**)
- When it's a hard rain, it comes in through my windows, my apartment is always cold. (**Apt 209**)
- I have no heat at all, it's like ice. (**Apt 218**)
- I can only get two (2) channels on my TV; it's been like that for over five years. (**Apt 602**)
- Why do I have to pay the fifteen dollar (\$15.00) late fee? My check comes in the middle of the month, which makes me late very month. They use to allow me to pay it this, way, then they changed.
- What are the reference numbers for on my rent statement?
- Why are the rent statements late? Can we pay at the bank and at this office?
- Doors are broken in the stairwells, they slam, they need to be fixed; floors 3, 4, and 7.
- My closet doors keep falling down. I'll turn in another work order ticket.
- Maintenance should clean the elevators, they are filthy.
- The tenants are stealing the light bulbs in the hallways, and they are stealing toilet paper.
- What's happening with our key bobs?
- We have problems with security, they are not here, and we can't get in sometimes, until after 6 AM. The gates, closed and we can't get in. Sometimes the security people are in their cars. The paramedics can't get in when the security isn't here.
- We need an intercom system, so people can buzz their visitors in. (**Squire Dixon**)

- Thank you for lights, and your assistance.
- What is the time limit for visitors?
- My sink was clogged, how can the maintenance tell if it was your or someone else's?  
What are the rules, how can they tell my hair clogged up the drain?
- We thank GHA for giving us complimentary tickets to events. (**Rose Adams**)
- I think you're going to be a good Executive Director; thus far you're doing what you said you would do.
- The contractors are leaving the doors open, while they work.
- The Community room is cold.
- Is there a warranty on the tuck pointing?

**GHA Staff Response:**

- Yes, you will be able to start City Wide again, once the other Developments have active councils. Our HUD Board Advisor is working on the Resident Council reorganization now; we will get back with you, once every thing is completed. (**D. Pointer, HOPE VI**)
- We will submit a plan to correct this water problem; we will also talk to the contractors. We will have to get quotes. We will have some one take a look at Apartment 602, to find out why she can't get better TV reception. The rent statements will not be late anymore; I've spoken to my staff about this. Can't the contractors, put a door stopper in the door so it won't be open so wide. Yes. There is a warrant on the tuck pointing. (**Exec. Director, Alfreda Peterson**)
- Re the doors, slamming in the stairwells, your maintenance staff is aware of this, I spoke to them in a meeting, prior to this one. (**E.D. Alfreda Peterson**)
- The reference numbers are computer generated, and they are for reference purposes. (**A. Payne, Finance Director**) **Training** will start on the key bobs shortly, I spoke with Ms. Pierce, I will notify your Property Manager. (**A. Payne**) we want you all to have the best security, so please notify your

Property Manager when security is not there, their hours are 8-4, 4-12, and 12 to 8.

- You can pay your rent payments now at three banks, Miller, downtown, and Tolleston Branch. ( **A. Payne**)
- Regarding late payment of fifteen dollars. You should adjust you priorities, and make sure you have your rent for the first of the month. You should also talk to your Property Manager. (**E.D. Alfreda Peterson**) The easy things we can do we will do.
- U.S. Inspections come out and do all of the unit, and REAC comes outs and they do random samples, work tickets are made for emergency health and safety issues, and I must tell you, there were no work tickets made from inspections, during the last year.(**Theresa Lawson, Auditor**)
- Re: Visitors, look at the ACOP, and talk to your manager. (**E.D. Alfreda Peterson**) If you plan to attend an event and need the assistance of our van and driver, you must give us advance notice.

**Agency Plan Meeting – Notes and Comments – Genesis Towers - 578 Broadway**  
**December 19, 2007 – 10:00 AM**

**Resident Comments:**

- ✚ This Plan has been placed in front of us at the last minute; you're trying to keep information from us. (Robert Comer)
- ✚ We want to hear what you (GHA) has to say, we don't want one person speaking for us. ( Keeby Ray)
- ✚ Too many people are pulling the fire alarms falsely- fire is not going to kill us, the smoke will.
- ✚ I live on the seventh floor and it is dirty and is a mess.
- ✚ On the eleventh floor there is no door- this is a fire hazard I spoke with the Fire Marshal, there is water in the basement. I'm fighting for you and I walk through this building everyday, you all need come to the meetings. ( Robert Comer)
- ✚ Who is on the Advisory Board? ( Keeby Ray)
- ✚ How do we know what will go in the plan? Will we see it before it goes out?
- ✚ We don't have no tenant council president.
- ✚ We have met with Wilkes, Gaines, no one did anything. ( Robert Comer)
- ✚ We want our by-laws back.
- ✚ There are people here who are a competing council. ( Robert Comer)
- ✚ We need Security the first two weeks of the month in the parking lot.
- ✚ The people know nothing, they don't know what's happening here, there is no real resident protection, the elevators are faulty, and they are too small you can get claustrophobic and have a heart attack. We have no City Wide Council to represent us. There are people living in this building who are not on the Lease. You must do something by the book, the Managers are doing nothing. ( Rev. Winter)
- ✚ We're having problems with the tenant council president's private office, no one has the key that needs to be corrected, and we can't do anything about it. ( Keeby Ray)

- # The Manager said I can't do anything about it, somebody must do something about it, and I'll go to Washington D.C. myself. ( Rev. Winters)
- # The floors need to be cleaned; the exercise equipment should be moved back to the exercise room.
- # The roaches are bad in this building.
- # Some of the resident's apartments are dirty.
- # Can the firemen stay, we need them.
- # The Tenant in room 1011 – the roof fell in four times, they repaired it; what are you going to do?
- # There is bad television reception; I can only get certain channels.
- # Mr. Bland, put benches out there for us in the summer, and they are in need of repair. ( Rev. Winters)
- # All of those people who were elected in our council are gone; with the exception of the President he took upon himself to select the people.
- # I'm doing more than HUD – the Executive Director should quit, I'm taping you right now, I wrote you a letter advising you to quit, Ms. Peterson. ( Robert Comer)
- # Can tenants in this building stop people and ask them where they're going? Mr. Comer is not qualified to run for office. Mrs. Brooks said Mr. Comer was not in good standing.
- # Mr. Comer would not let me run as secretary. ( Keebie Ray)
- # Who is supposed to clean the floors in this building?
- # There is ice in the resident parking lot.
- # How does the Grievance Policy work, we want someone to hear us. ( Keebie Ray)
- # Where is the Agency Plan Book going to be? ( Keebie Ray)
- # No one knows anything about the Plan, I brought back stuff, and people don't want to read, and only one person has the financial records and key to the resident council room.  
(Rev. Winters)
- # There are too many locked door in Genesis Towers. ( Keebie Ray)

- ✚ There are two doors that should not be locked, right here in this dining room, the fireman has commented on this before, but you all keep locking them.
- ✚ When you all have Board Meetings on the second floor could you please fix the elevator so that it would stop on the second floor, so that we won't have to walk all the way around to the meeting? (Keebie Ray)
- ✚ The ATM Machine does not work.

**GHA Staff Response:**

- ✚ We are here to solicit comments regarding the Five Year Plan, some of the repairs listed in our Plan for Genesis Towers include carpet replacement and roofing. We need to hear your comments today regarding things that may concern you such as Security; things that may be needed for your safety. The ACOP and other Policy's are in the plan, now is the time for you to voice your concerns. (Theresa Lawson, Auditor)
- ✚ Mr. Comer you are welcome to speak. ( Alfreda Peterson, Executive Director)
- ✚ Regarding the fire watch the system is being tested, two pumps were installed and the electrical panel repaired.
- ✚ The Advisory Board is made up from the Resident Council Presidents. The Plan is presented to everybody in the community, not just residents. There will be a public hearing on January 10, 2008, prior to the Board Meeting. You can make additional suggestions at this meeting. ( Robert Wilkes, HUD Board Advisor)
- ✚ Genesis Towers does have a Resident Council. You should allow for a recall, you have By-Laws that dictate the process for officials to be removed from office. You must follow your By-Laws and re-elect your officials. There is no competing council, conflicting with your council. ( R. Wilkes)
- ✚ We are going to purge our Police Security List; we have five new police officers who want to work. You have a new Property Manager who has years of experience, she is going to make a difference in this building she'll be able to take it even further. You as a group must come together and get what ever needs to be corrected, corrected. (A. Peterson, Executive Director)

- ✚ GHA can only go as far as the Resident Council – work through your By-laws. We're getting into personalities now; what are your needs? ( R. Wilkes, HUD)
- ✚ The residents will not let the exterminators in; we will have to come in to your units with pass keys to exterminate. We do have monthly scheduled exterminations. ( A. Peterson, Exec Director)
- ✚ You'll receive notices before I come into your units to inspect. ( Diane Moore, Property Manager)
- ✚ Regarding firemen: No they will not be able to stay, we can't absorb the cost, and Security is here to make you feel safe. ( A. Peterson, Exec Director)
- ✚ Regarding roof that fell in-apt 1011- We might have to move you, talk to your Property Manager. ( A. Peterson, Exec Director)
- ✚ Please look at your By-Laws. If everyone's ok with what's going on, nothing is going to happen until you have an elected council which is Board recognized. If the people removed from your council, were removed according to your By-Laws, its ok. If there is a recall, you will need 60% of the resident's signatures. That has to be done, the steps must be followed, HUD wants you to first exercise this procedure.
- ✚ In answer to who's responsible to clean the floors, it's the custodian. (A. Peterson, Exec. Director)
- ✚ If you drop something on the floor, it's your responsibility to pick it up. ( Diane Moore, Property Manager)
- ✚ The Property Manager will order the salt. (A. Peterson, Exec. Director)
- ✚ We do not have a grievance procedure for the resident council. The 2007-08 Budget Approved; the 2009 budget will go before the Board. ( R. Wilkes, HUD)
- ✚ The executive office is upstairs, you may come up and see me at any time, you can also call me, my number is 881-6422 or 6423. (A. Peterson, Exec. Director)

**Agency Plan Meeting – Notes and Comments – Miller Heights**  
**December 19, 2007 - 3:30 PM**

**Resident Comments:**

- ✚ We watch the Contractors and they did not install doors properly.
- ✚ Contractors did not install gutters and soffits properly; ice forms and could cause injury.
- ✚ Some of the roofs are leaking, that the contractors were suppose to have repaired.
- ✚ The tenant council was promised computers for our children and computer desk.
- ✚ We need tables and chairs for our Tenant council office; our office is located at 6929 E. 5<sup>th</sup> Ave. (Ms. Shanks)
- ✚ We also need phone jacks and lights in the living room as well a bulletin board. ( Ms. Shanks)
- ✚ We need playground equipment for the children out here, and we must place it where the ground is not seeking.
- ✚ The grounds are sinking out here, and we have water problems.
- ✚ 6905 E. 5<sup>th</sup> Place water stands in front of the house.
- ✚ We have streets where lights are out.
- ✚ We were able to get the bad element out of our Development ourselves-we formulated a neighbor hood watch.
- ✚ There are gaps at the bottom of the storm door.
- ✚ There are people dumping out here.
- ✚ We need the big truck, out here.
- ✚ Some of these houses need exterminating. (Carol Williams)

**GHA Staff Response:**

- ✚ Let us know some of the things you would like to see in your community.(A. Peterson-Exec Dir)
- ✚ Do you have keys to all of your new doors? ( Theresa Lawson – Auditor)

- ✚ Yes, we have Best Locks, we have fifty five units and fifty two doors were installed. Three residents didn't get doors. The final walk through for the doors was November 6, 2007. Ardena Louden didn't get a door, even though one was ordered for her, she has her own door. (Diane Graves, Property Manager)
- ✚ Call the Mayor's office and let them know, about the street lights that are out. (A. Peterson-Exec Director)
- ✚ We have some games that we can give to your tenant council center. (A. Peterson – Exec. Director)
- ✚ We need some speed bumps out here, and signs that will advise people to slow up for the children (Diane Graves, Property Manager)
- ✚ The Annual Plan includes the Pet Policy, Community Services, the ACOP and other valuable information, the Public Hearing will be heard on January 10, 2008, for additional comments, Thank you for filling out your survey sheets. (T. Lawson-Auditor).

**Agency Plan Meeting-Notes and Comments-Concord Village**  
**December 21, 2007**

**Resident Comments:**

- How can you tell if mold is in you House? Resident has seen it on trees.
- Residents would like to see more lighting.
- Maintenance was supposed to put a bathroom door in 5045 W. 19<sup>th</sup> Place. Resident has not heard any updates in 2 to 3weeks. Unit bedroom size is too small. Family size increased so there is a need for a four bedroom. There are loose sockets in the house. Tub upstairs overflows downstairs into light fixtures. There loose base boards.
- 5090 W. 19<sup>th</sup> Place has one socket not operating correctly. Need 3 to 4 bedroom unit due to family size increase.
- Someone in a 5 bedroom unit needs a 2 bedroom unit.
- 5025 W. 19<sup>th</sup> Place has loose base boards in the bathroom. Threshold makes resident trip.
- Doors have a gap at the bottom throughout the development.

**Agency Plan Meeting- Notes and Comments-Al Thomas High Rise - 100 West 11<sup>th</sup> Ave**  
**December 21, 2007**

**Resident Comments:**

- Ms. Wheeler needs new stove and refrigerator.
- Rug in apt. #104 is worn.
- Velma said that a property manager entered her apartment and said it was nasty without having reason to enter the apartment. She said it was not nasty.
- Apt. 702 needs oil in lock or a new lock.
- Apt. 302 wants her window loosened up.
- Job classifications need to be understood, residents need to clean their units, apartment building is not a club, the employees are not the resident bosses, and residents need police security.
- Ms. Henderson had complaints about security. Stated that was missing when a guest visited her, officer greeted guest from a couch, an officer working this past Sunday 4-12 left shift early and a man with no shirt and shorts was walking around in the building.
- Resident does not like idea of security making them come down stairs after 10:00pm to get guest.
- Security does not answer the phone.
- Security was laying in the lounge with his lady friend on December 16, 2007 4-12 while resident's car was stole.
- Residents would like bob wire at the top of fences
- Security camera has not worked in two years.
- Is handicap parking for handicap? Not being enforced.
- Apt. 223 needs stove
- Apt. 601 needs a stove
- Building needs alarms on exit doors.
- Garbage shoots are bad

- Agency needs to do a better job at screening tenants and employees
- When the emergency service is called, the answering service says to call the caretaker of the building
- Residents want pool room opened
- Family members of some residents are coming in the building and causing problems.
- Development needs measurement for bob wire on the fence.
- All employees at the building take lunch at the same time.
- The gate should be locked at all times.
- When a big snow comes, please move cars so the snow can be moved and make manager make the announcement
- There should be a list of all handicap persons in the building and their location in the property manager's office
- Need light bulbs in exits
- Fire extinguishers need to be filled. Task never finished.
- Hot water tank need to be prepared.
- Lumber and plywood was requested from 578 Broadway. Maintenance needs it.

## Acknowledgements

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