

	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>None</p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>Five year Plans, Annual Plan, all policies, Administrative Plans and ACOP can be viewed at the administrative office located at:</p> <p>Ionia Housing Commission 667 N. Union Street Ionia, MI 48846 616-527-9060</p> <p>PHA Plan Elements include but not limited to:</p> <ol style="list-style-type: none"> 1. Eligibility, Selection and Admissions Policies, including Deconcentration, Waiting List Procedures and Preferences are incorporated in our Admission and Continued Occupancy Policy 2. Financial Resources: IHC financial sources include, Federal Operating Subsidy, tenant rents, Capital funds, HCVP Federal HAP Funds 3. Rent Determination: Policies governing are Admission & Continued Occupancy Policy (30% of adjusted income) 4. Operation and Management: The IHC holds high standards for unit maintenance and pest control (Pest Control Policy) 5. Grievance Procedures: See attached Policy 6. Designated Housing for Elderly & Disabled Families: Pine Vista Apartments was built as Elderly/Disabled 7. Community Service & Self-Sufficiency: Community Service Policy 8. Safety and Crime Prevention: The IHC works with the local Police Dept. in reporting any crime. The IHC's ACOP Policy and Lease Agreement aids in keeping the crime levels down. 9. Pets: Pet Policy 10. Civil Rights Certification: The IHC certifies that it will carry out the public housing and housing choice voucher programs of the agency 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, and will affirmatively further fair housing. 11. Fiscal Year Audit: 2009 Audit available 12. Asset Management: Long term planning is a priority of the IHC with regards to Capital Funds, Inspections of properties, Maintenance, investment opportunities, inventory records and tenant needs assessed with tenant input. 13. Violence Against Women Act (VAWA): VAWA Policy. The IHC works with local service providers and directs Tenants in need where they can obtain help or services. We work with Ionia County Mental Health Dept., Child Protective Services, DHS and the local Police Dept.
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p><i>Pubic Housing Homeownership 32-purchase non-public housing units and rehab for resale to low-income families</i></p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p>attached</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p>attached</p>
8.3	<p>Capital Fund Financing Program (CFFP).</p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>

9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>The IHC will strive to provide affordable descent, safe and sanitary Housing for our families in our jurisdiction. IHC will continue to work with our local family service agencies, law enforcements, and evaluate local low income family needs (economically, local housing stock and services).</p>
-----	--

9.1	<p>Strategy for Addressing Housing 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. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>The Housing Commission will continue to work with all local agencies in assisting our housing needs of families in our jurisdiction. We give our cliental direction for services, employment opportunities, housing opportunities and family guidance. We have an open door concept for new ideas.</p>
-----	---

10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>The Housing Commission has implemented a Homeownership program and will continue to seek new opportunities for our local low-income families that will benefit their economic and housing needs. We will continue to maintain our housing stock by utilizing all funds that are available to the Housing Commission.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p style="text-align: center;">No significant Deviation</p> <p style="text-align: center;">Ionia Housing Commission's definition of Substantial Deviation</p> <p style="text-align: center;">Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing commission that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.</p>
------	--

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
------	--

IONIA HOUSING COMMISSION

PUBLIC HOUSING GRIEVANCE PROCEDURE

II. 1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

III. 2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Ionia Housing Commission's action or failure to act in accordance with the individual resident's lease or Commission regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Commission concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Commission's public housing premises by other residents or employees of the Commission; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Ionia Housing Commission or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Ionia Housing Commission or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean 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 resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by the Commission including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:

1. Who resides in the unit and who executed the lease with the Ionia Housing Commission as lessee of the premises, or, if no such person now resides in the premises,
 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Ionia Housing Commission of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

IV. 3.0 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Ionia Housing Commission office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Commission's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

V. 4.0 PROCEDURES TO OBTAIN A HEARING

The resident shall submit a written request for a hearing to the Commission or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

A grievance hearing shall be conducted by an impartial person appointed by the Ionia Housing Commission other than a person who made or approved the action under review or a subordinate of such person.

The Ionia Housing Commission shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Ionia Housing Commission shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

If the resident does not request a hearing in accordance with this section, then the Ionia Housing Commission's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Ionia Housing Commission's action in disposing of the complaint in an appropriate judicial proceeding.

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Ionia Housing Commission claims is due, the resident shall pay to the Ionia Housing Commission an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Ionia Housing Commission until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Ionia Housing Commission may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Ionia Housing Commission's disposition of his grievance in any appropriate judicial proceeding.

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Ionia Housing Commission. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

VI. 5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Commission documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Ionia Housing Commission does not make the document available for examination upon request by the resident, the Ionia Housing Commission may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Commission or development management, and to confront and cross examine all witnesses upon whose testimony or information the Ionia Housing Commission or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Commission fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Ionia Housing Commission and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Ionia Housing Commission shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

VII. 6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Ionia Housing Commission provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

VIII. 7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Ionia Housing Commission. The Commission shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Ionia Housing Commission and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Ionia Housing Commission who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Ionia Housing Commission's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Ionia Housing Commission action or failure to act in accordance with or involving the resident's lease or Commission regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Commission regulations, or requirements of the Annual Contributions Contract between the Commission and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Ionia Housing Commission or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

IONIA HOUSING COMMISSION PET POLICY AND PERMIT **PINE VISTA APARTMENTS**

Purpose

The purpose of the Ionia Housing Commission Pet Policy is to insure that those residents who desire pets are responsible pet owners, and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to assure that pets on the premises are properly cared for. Further goals of this policy are to assure a decent, safe, and sanitary living environment for existing and prospective tenants, and to protect and preserve the physical condition of the premises and the financial interest of the Ionia Housing Commission (IHC) in the premises.

**OWNING A PET WITHIN THE IONIA HOUSING COMMISSION'S
PROPERTIES IS A PRIVILEGE THAT MUST NOT BE ABUSED.**

General Policy

All pets permitted at Pine Vista Apartments will be with the approval of the Executive Director. Permission to maintain a pet will not be unreasonably withheld if all terms of this Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose and goals of this Pet Policy as set forth above.

Pet Fee

A non-refundable Pet Fee of \$100 for a cat or dog and \$50 for any other allowed pet type (see “Types of Pets Allowed”) is required before entrance of a pet. This is an obligation in addition to any other financial obligations generally imposed on tenants by terms of their leases. The pet fee is not part of the rent payable by the tenant.

Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the IHC, whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes furniture and shrubbery, walls, windows, rugs, etc. The Executive Director will assess reasonable costs for damages.

Tenants desiring pets must fill out a Pet Permit and sign this Pet Policy before any pet is introduced into the apartment. If the tenant refuses to sign, no pet will be permitted.

GUESTS MAY NOT BRING THEIR PETS ONTO IONIA HOUSING COMMISSION PROPERTY AT ANY TIME.

Types of Pets Allowed

Domestic pets permitted per household include:

- one dog; or
- one cat; or
- one bowl or tank of fish (maximum tank size - twenty gallons); or
- two caged birds (parakeets or canaries only)

Any exceptions are subject to the judgment of the Executive Director.

The City of Ionia must legally license all dogs and cats and a copy of the license must be submitted to the IHC management office. All adult dogs must be housebroken. The weight of a dog may not exceed 20 pounds.

Neutering

Neutering of dogs and cats is required. Verification (letter or invoice from the veterinarian) of neutering must be provided to the IHC.

Pet Offspring

No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed.

IX. MEDICAL CARE

A certificate or letter from the veterinarian, establishing that the pet is in good health, free of infestation, its shots are current, and it is not pregnant, must be presented to the Executive Director before any pet is allowed in the apartment. Annual certification of same shall be required.

All shots must be kept up to date each year and proof submitted at tenant's annual recertification.

Dogs and cats must have proper medical shots as listed:

distemper and rabies for dogs and cats,
others, as recommended by veterinarian or required by State or local law, ordinance or regulation

Puppies and/or kittens may be admitted with the preliminary shot only, as long as the tenant provides proof within three months that the necessary succeeding shots are administered by a veterinarian.

Pet Behavior

If, in the opinion of the Executive Director and after three warnings to the owner, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet shall be removed by any means or procedure referred to in the section of this policy on "Pet Removal".

If a pet jumps on, growls at, or bites a resident, the pet may be removed immediately at the discretion of the Executive Director pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Dogs and Cats: Dogs and cats may pass through halls, elevators and public spaces for the purpose of being taken outside, going to the veterinarian, going on vacation, or going to other homes. They must be held by their owners when in transit. **They may not roam at will.** Pets may not leave owner's apartment except where noted. Such pets will not be allowed to roam either in the buildings or on the grounds. IHC reserves the right to remove from the premises any unidentified (no identification tag) animal found on IHC property. Pets are not allowed to defecate or urinate in any IHC building.

When a dog or cat defecates on IHC property, the owner is responsible for removing and properly disposing of said waste. If not done, this will be grounds for removal of the pet pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If the dog urinates on the shrubs, trees or flowers on IHC grounds, the owner is responsible for any and all replacement costs of damage incurred.

The pet owner(s) will receive a written warning any time there is a violation of this policy. The pet will be removed after three (3) warnings pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

The pet owner(s) shall exempt the IHC from any and all responsibility for injury or illness caused by the tenant-owned pet.

Cats: Cats will not be permitted outside of their apartments unless they are caged or held by their owner when in transit. **They may not roam at will.** Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian, going on vacation or going to other homes. Cats must use owner's litter pans and may not use the grounds to defecate or urinate.

Care of the Apartment

Apartments containing pets must be kept clean and free of odors at all times.

Commercial cat litter (not sand, newspaper or earth) must be used for cats. Pans must be cleaned daily and kept odor free. Litter must be disposed of in double plastic bags, properly tied. **LITTER MUST NOT BE FLUSHED DOWN TOILETS, SINKS OR TUBS.**

X. ABSENCE OF OWNER

No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for proper care of the pet. If the Executive Director finds the pet not properly cared for, the pet will be immediately removed to the local animal shelter pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet owners must leave with the Executive Director the name and address of a person to contact if the tenant cannot take proper care of their pet.

Abuse of Pets

TENANTS ARE REMINDED THAT PETS NEED LOVE, PROPER FOOD, FRESH WATER, PROFESSIONAL HEALTH CARE AND GOOD GROOMING. DOGS REQUIRE WALKING AS NEEDED.

If, in the opinion of the Executive Director, a pet is not being properly cared for, the pet will be removed after one warning pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If a pet is physically abused, the pet will be immediately removed pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet Removal

A pet may be removed from the premises pursuant to any State or local laws, ordinances or regulations, or pursuant to the IHC grievance hearing procedure. The IHC reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.

In the event that State or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the IHC grievance procedure in any way, the Executive Director may pursue the most expeditious remedy or procedure, including any State or local remedy or procedure to the exclusion of the IHC grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.

Nothing prohibits the IHC or an appropriate community authority from requiring the removal of any pet from a premises, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the IHC premises or other persons in the community where the development is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

If the above-named tenant(s) or designees are unwilling or unable to care for the pet for any reason, or if, after a period of 24 hours IHC staff have been unable to contact the tenant(s), IHC may contact an appropriate local authority and request removal of the pet, or IHC staff person(s) may enter the pet owner's dwelling unit, remove the pet and place it in a facility that will provide care and shelter until the pet owner or stated representative is able or willing to assume responsibility, but not longer than thirty (30) days. The cost of facility care and shelter shall be borne by the tenant(s).

Tenants are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of State and local animal violations including, but not limited to: stray pets; pets creating a threat to public health, safety or welfare; injury caused by pets; and, cruelty to pets.

In cases in which State or local remedies, processes or procedures are not initially utilized for removal of the pet, any decisions made by judgment of the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner (or, sent via 1st class mail), in which case the owner may request a grievance hearing pursuant to the IHC grievance procedure.

Death of Pet

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from IHC property.

When you vacate

The pet owner must pay the full fees for professional rug shampooing, deodorizing and/or defleaing of the apartment if, in the judgment of the Executive Director, it is necessary before a new tenant can take possession of the apartment.

Incorporation into Lease

This Pet Policy is incorporated by reference into the Lease of each Tenant of Pine Vista Apartments. This Pet Policy shall be publicly posted in a conspicuous manner in the IHC's office and shall be made available to any Tenant.

XI. MISCELLANEOUS

Captions. Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.

Counterparts. The signing of this Pet Policy by the Tenant and IHC may be executed in several counterparts, each of which shall be considered to be an original.

Survival of Portions of the Policy. If any portion of this Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

No Waiver. The failure of the IHC or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

IONIA HOUSING COMMISSION
PET PERMIT

Parties and Dwelling Unit

The parties of this permit are the Ionia Housing Commission (hereinafter referred to as IHC) and

Tenant Name
Address

The above-noted tenant is allowed the following pet: _____.

Pet Fee The tenant has paid a non-refundable pet fee in the amount of \$_____ to the Housing Commission.

License, Photograph and I.D. Tag The tenant agrees to file a copy of any Municipal Registration or license, along with a 3"x5" (or larger) photograph, with the Housing Commission **before the pet is admitted** and to keep same current. Proof must be submitted at each annual recertification.

Inoculations and Fitness The tenant agrees to keep the pet properly inoculated for rabies and distemper, free of infestation or disease, and to keep same current. Proof must be submitted **before the pet is admitted** and at each annual recertification.

Name _____	Name _____
Address _____	Address _____
Phone # _____	Phone # _____

TENANT(S)

IONIA HOUSING COMMISSION

IHC Representative

Date

IONIA HOUSING COMMISSION PET POLICY AND PERMIT **WEST MEADOWS AND ROBERTSON COURT**

Purpose

The purpose of the Ionia Housing Commission (hereinafter referred to as IHC) Pet Policy is to insure that those residents who desire pets are responsible pet owners, and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to assure that pets on the premises are properly cared for. Further goals of this policy are to assure a decent, safe, and sanitary living environment for existing and prospective tenants, and to protect and preserve the physical condition of the premises and the financial interest of the IHC in the premises.

**OWNING A PET WITHIN THE IONIA HOUSING COMMISSION'S
PROPERTIES IS A PRIVILEGE THAT MUST NOT BE ABUSED.**

General Policy

All pets permitted at West Meadows and Robertson Court will be with the approval of the Executive Director. Permission to maintain a pet will not be unreasonably withheld if all terms of this Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose and goals of this Pet Policy as set forth above.

Pet Fee

A non-refundable pet fee of \$100 for a cat and \$50 for any other allowed pet type (see "Types of Pets Allowed") is required before entrance of a pet. This is an obligation in addition to any other financial obligations generally imposed on tenants by terms of their leases.

Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the IHC, whether the damages are within the living unit or outside on the grounds, including any part of the building itself. This includes furniture and shrubbery, walls, windows, rugs, etc. The Executive Director will assess reasonable costs for damages.

Tenants desiring pets must fill out a Pet Permit and sign this Pet Policy before any pet is introduced into the living unit. If the tenant refuses to sign, no pet will be permitted.

**GUESTS MAY NOT BRING THEIR PETS ONTO IONIA HOUSING COMMISSION
PROPERTY AT ANY TIME.**

Types of Pets Allowed

Domestic pets permitted per household include:

- one cat; or
- one bowl or tank of fish (maximum tank size - twenty gallons); or
- two caged birds (parakeets or canaries only)

Any exceptions are subject to the judgment of the Executive Director.

If the City of Ionia requires legal licensing of cats, a license must be obtained and a copy of the license must be submitted to the IHC management office.

Neutering

Neutering of cats is required. Verification (letter or invoice from the veterinarian) of neutering must be provided to the IHC.

Pet Offspring

No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed.

XII. MEDICAL CARE

A certificate or letter from the veterinarian, establishing that the pet is in good health, free of infestation, its shots are current, and it is not pregnant, must be presented to the Executive Director before any pet is allowed in the living unit. Annual certification of same shall be required.

All shots must be kept up to date each year and proof submitted at tenant's annual recertification.

Cats must have proper medical shots as listed:

distemper and rabies,
others, as recommended by veterinarian or required by State or local law, ordinance or regulation.

Kittens may be admitted with the preliminary shot only, as long as the tenant provides proof within three months that the necessary succeeding shots are administered by a veterinarian.

Pet Behavior

Cats:

If a cat jumps on, hisses at, or bites a resident, the cat may be removed immediately at the discretion of the Executive Director pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Cats will not be permitted outside of their living units unless they are caged, leashed or held when in transit. **They may not roam at will on any IHC grounds.** IHC reserves the right to remove from the premises any unidentified (no identification tag) animal found on IHC property. Pets with identification tags shall be returned to the owner(s), unless no one is home, in which case they will be taken to the local animal shelter. A written warning shall be issued any time a pet is found roaming on

IHC grounds. **Warning: Pets are not allowed in the West Meadows community room, or anywhere near the playground areas.**

Cats must use owner's litter pans and may not use the grounds to defecate or urinate. If a cat does defecate on IHC property, the owner is responsible for removing and properly disposing of said waste. If the cat damages anything on IHC grounds, the owner is responsible for any and all replacement costs of damage incurred.

The pet owner(s) will receive a written warning any time there is a violation of this policy. The pet will be removed after three warnings pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

The pet owner(s) shall exempt the IHC from any and all responsibility for injury or illness caused by the tenant-owned pet.

Care of the Living unit

Commercial cat litter (not sand, newspaper or earth) must be used for cats. Pans must be cleaned daily and kept odor free. Litter must be disposed of in double plastic bags, properly tied. **LITTER MUST NOT BE FLUSHED DOWN TOILETS, SINKS OR TUBS.**

XIII. ABSENCE OF OWNER

No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for proper care of the pet. If the Executive Director finds the pet not properly cared for, the pet will be immediately removed to the local animal shelter pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet owners must leave with the Executive Director the name and address of a person to contact if the tenant cannot take proper care of their pet.

Abuse of Pets

TENANTS ARE REMINDED THAT PETS NEED LOVE, PROPER FOOD, FRESH WATER, PROFESSIONAL HEALTH CARE AND GOOD GROOMING.

If, in the opinion of the Executive Director, a pet is not being properly cared for, the pet will be removed after one warning pursuant to any available means or procedure referred to in

the section of this policy on "Pet Removal". If a pet is physically abused, the pet will be immediately removed pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet Removal

A pet may be removed from the premises pursuant to any State or local laws, ordinances or regulations, or pursuant to the IHC grievance hearing procedure. The IHC reserves the right to choose

the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.

In the event that State or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the IHC grievance procedure in any way, the Executive Director may pursue the most expeditious remedy or procedure, including any State or local remedy or procedure to the exclusion of the IHC grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.

Nothing prohibits the IHC or an appropriate community authority from requiring the removal of any pet from a premises, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the IHC premises or other persons in the community where the development is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

If the above-named tenant(s) or designees are unwilling or unable to care for the pet for any reason, or if, after a period of 24 hours IHC staff have been unable to contact the responsible person(s), IHC may contact an appropriate local authority and request removal of the pet, or IHC staff person(s) may enter the pet owner's dwelling unit, remove the pet and place it in a facility that will provide care and shelter until the pet owner or stated representative is able or willing to assume responsibility, but not longer than thirty (30) days. The cost of facility care and shelter shall be borne by the tenant(s).

Tenants are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of State and local animal violations including, but not limited to: stray pets; pets creating a threat to public health, safety or welfare; injury caused by pets; and, cruelty to pets.

In cases in which State or local remedies, processes or procedures are not initially utilized for removal of the pet, any decisions made by judgment of the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner (or, sent via 1st class mail), in which case the owner may request a grievance hearing pursuant to the IHC grievance procedure.

Death of Pet

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from IHC property.

When you vacate

The pet owner must pay the full fees for professional rug shampooing, deodorizing and/or defleaing of the living unit if, in the judgment of the Executive Director, it is necessary before a new tenant can take possession of the living unit.

Incorporation into Lease

This Pet Policy is incorporated by reference into the Lease of each Tenant of West Meadows and Robertson Court. This Pet Policy shall be publicly posted in a conspicuous manner in the IHC's office and shall be made available to any Tenant.

XIV. MISCELLANEOUS

Captions. Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.

Counterparts. The signing of this Pet Policy by the Tenant and IHC may be executed in several counterparts, each of which shall be considered to be an original.

Survival of Portions of the Policy. If any portion of this Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

No Waiver. The failure of the IHC or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

IONIA HOUSING COMMISSION
PET PERMIT

Parties and Dwelling Unit

The parties of this permit are the Ionia Housing Commission (hereinafter referred to as IHC) and

Tenant Name
Address

The above-noted tenant is allowed the following pet: _____.

Pet Fee The tenant has paid \$_____ to the Housing Commission for a Pet Fee.

License, Photograph and I.D. Tag The tenant agrees to file a copy of any Municipal Registration or license, along with a 3"x5" (or larger) photograph, with the Housing Commission **before the pet is admitted** and to keep same current. Proof must be submitted at each annual recertification.

Inoculations and Fitness The tenant agrees to keep the pet properly inoculated for rabies and distemper, free of infestation or disease, and to keep same current. Proof must be submitted **before the pet is admitted** and at each annual recertification.

Name _____	Name _____
Address _____	Address _____
Phone # _____	Phone # _____

TENANT(S)

IONIA HOUSING COMMISSION

IHC Representative

Date

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

9.1 Strategy for Addressing Housing Needs. Provide a 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. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2009	
PHA Name: Ionia Housing Commission 667 Union St., Ionia, MI 48846	Grant Type and Number Capital Fund Program Grant No: M133S11750109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval:	

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Summary by Development Account	Revised Annual Statement (revision no:1)		Total Actual Cost ¹ Expended
			Original	Total Estimated Cost Revised ²	
1	<input type="checkbox"/> Reserve for Disasters/Emergencies	Total non-CFP Funds			
2	<input type="checkbox"/> Final Performance and Evaluation Report	1406 Operations (may not exceed 20% of line 21) ³			
3		1408 Management Improvements			
4		1410 Administration (may not exceed 10% of line 21)			
5		1411 Audit			
6		1415 Liquidated Damages			
7		1430 Fees and Costs			
8		1440 Site Acquisition		138,220.	70,095.
9		1450 Site Improvement	30,125	0	52,624.65
10		1460 Dwelling Structures	170,000	75,905.	75,905.
11		1465.1 Dwelling Equipment—Nonexpendable			
12		1470 Non-dwelling Structures	14,000	0	0
13		1475 Non-dwelling Equipment			
14		1485 Demolition			
15		1492 Moving to Work Demonstration			
16		1495.1 Relocation Costs			
17		1499 Development Activities ⁴			

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2009	
PHA Name: Ionia Housing Comm 667 Union, Ionia	Grant Type and Number Capital Fund Program Grant No: M133S11750109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval:	

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies
 Performance and Evaluation Report for Period Ending: Revised Annual Statement (revision no: 1)
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	214,125.	214,125	146,000.	128,529.65
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	80,095.	75,095	75,095	75,095
Signature of Executive Director		Date 6-8-10		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary	
PHA Name: Ionia Housing Commission	Grant Type and Number Capital Fund Program Grant No: M133P11750109 Replacement Housing Factor Grant No: Date of CFPP:
	FFY of Grant: 2009 FFY of Grant Approval: 2009

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no:) Final Performance and Evaluation Report		Obligated	Total Actual Cost ¹ Expended
			Original	Revised ²		
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs		5,000			
8	1440 Site Acquisition		6,000			
9	1450 Site Improvement		112,618			
10	1460 Dwelling Structures		10,000			
11	1465.1 Dwelling Equipment—None expendable		30,000			
12	1470 Non-dwelling Structures		5,000			
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴		168,618			

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2009	
PHA Name: Ionia Housing Commission	Grant Type and Number Capital Fund Program Grant No: M133P11750109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval: 2009	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	168,618			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Original Annual Statement Reserve for Disasters/Emergencies
 Performance and Evaluation Report for Period Ending: Revised Annual Statement (revision no:)
 Final Performance and Evaluation Report

Signature of Executive Director _____ Date _____ Signature of Public Housing Director _____ Date _____

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2010	
PHA Name: Ionia Housing Commission		FFY of Grant Approval: 2010	
Grant Type and Number Capital Fund Program Grant No: M133P11750110 Replacement Housing Factor Grant No: Date of CFPP:			

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost ¹	
				Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds						
2	1406 Operations (may not exceed 20% of line 21) ³						
3	1408 Management Improvements						
4	1410 Administration (may not exceed 10% of line 21)						
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs			5,000			
8	1440 Site Acquisition						
9	1450 Site Improvement			1,000			
10	1460 Dwelling Structures :			157,618			
11	1465.1 Dwelling Equipment—Nonependable			1,000			
12	1470 Non-dwelling Structures			2,000			
13	1475 Non-dwelling Equipment			2,000			
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities ⁴						

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2010	
PHA Name: Lonia Housing Commission	Grant Type and Number Capital Fund Program Grant No: M133P11750110 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval: 2010	

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no:)		Final Performance and Evaluation Report	
			Total Estimated Cost	Revised ?	Obligated	Total Actual Cost ¹
18a	Summary by Development Account					
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant: (sum of lines 2 - 19)		168,618			
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					

Signature of Executive Director _____ Date 1-8-10
 Signature of Public Housing Director _____

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2001

Part I: Summary

PHA Name/Number	Ionias Housing Commission	Ionias, Ionias County, Michigan			
Development Number and Name Ionias Housing Commission M111700001	Work Statement for Year 1 FFY __2010__	Work Statement for Year 2 FFY __2011__	Work Statement for Year 3 FFY __2012__	<input checked="" type="checkbox"/> Original 5-Year Plan Work Statement for Year 4 FFY __2013__	<input type="checkbox"/> Revision No: Work Statement for Year 5 FFY __2014__
B. Physical Improvements Subtotal	Annual Statement 159,618	168,618	168,618	158,618	159,618
C. Management Improvements					
D. PHA-Wide Non-dwelling Structures and Equipment	4,000			5,000	4,000
E. Administration	5,000			5,000	5,000
F. Other					
G. Operations					
H. Demolition					
I. Development					
J. Capital Fund Financing – Debt Service					
K. Total CFP Funds	168,618	168,618	168,618	168,618	168,618
L. Total Non-CFP Funds					
M. Grand Total	168,618	168,618	168,618	168,618	168,618

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Ionia Housing Commission Violence Against Women Act Procedures and Goals

Procedures in place for notification are:

1. All applications that are handed out have the VAWA notice with it.
2. All Lease up packets have the VAWA notice included. Staff explains notice at Lease up.

1. Violence Against Women Act

All applicants and tenants are notified of their rights under the Violence Against Women Act through a notice that our Housing Commission provides them. Our goal is to educate our clients about what constitutes a healthy relationship and what constitutes physically, mentally, and emotionally abusive relationships and how to respond and know what actions to take if they find themselves in such a situation.

2. The Housing Commission provides free booklets to our tenants on the following:

- a. Partner Abuse
- b. Stalking
- c. Teens dating (Healthy dating relationships)
- d. Child abuse

3. The Housing Commission provides a Community Room for programs and sessions that the local Community Mental Health sponsors for our tenants.

4. The Housing Commission has provided relocation options and direction for victims.

**IONIA HOUSING COMMISSION
667 Union St., Ionia, MI 48846
616-527-9060**

**NOTICE TO PUBLIC HOUSING and SECTION 8 HCV
RESIDENTS OF YOUR RIGHTS AND OBLIGATIONS
UNDER
THE VIOLENCE AGAINST WOMEN ACT**

On January 5, 2006, President Bush signed into law a new federal statute, the "Violence Against Women and Department of Justice Reauthorization Act of 2005". For purposes of this notification, this statute is referred to as the Violence Against Women Act or VAWA. The VAWA requires public housing authorities such as the Ionia Housing Commission (IHC) to notify their residents of their rights and obligations under the VAWA.

Definitions

Domestic violence - includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under Michigan domestic or family violence laws or by any other person against an adult or youth victim who is protected from that person's acts under Michigan domestic or family violence laws.

Dating violence - means violence committed by a person

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) the length of the relationship;

- (ii) the type of relationship; and
- (iii) the frequency of interaction between the persons involved in the relationship.

Stalking - means

- (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
- (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

- (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person.

Immediate Family Member - means, with respect to a person

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

Denial of Housing Prohibited

Your status as a victim of domestic violence, dating violence or stalking is not an appropriate basis for denial of admission or denial of housing assistance.

Eviction for Criminal Activity Prohibited

An incident or incidents of actual or threatened domestic violence, dating violence or stalking by a member of your household or any of your guests or other persons under your control will not qualify as a serious or repeated violation of the lease or good cause for terminating the assistance, tenancy or occupancy rights of a victim or threatened victim if you or an immediate family member is the victim

or threatened victim. However, IHC may bifurcate the lease to evict a lawful occupant or resident who engages in criminal acts of physical violence against family members or others without evicting or otherwise penalizing victimized lawful residents or occupants.

Protection Orders

IHC is required to honor, when notified, court orders regarding access to or control of your home, including civil protection orders issued to the victim and to address the distribution and possession of property among the household members.

Certification of Status as a Victim of Domestic Violence, Dating Violence or Stalking

In order to enjoy the benefits of the VAWA, upon IHC's written request, you or any other lawful occupant of your household must provide a certification that you or any other lawful occupant of your home is or has been the victim of domestic violence, dating violence or stalking. The certification shall be a statement, on a form prepared by IHC, signed under penalty of perjury, by an employee, agent or volunteer of a victim services provider, an attorney or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of the abuse, that the incident or incidents in question are bona fide incidents of abuse. The victim of domestic violence, dating violence or stalking must sign the statement and identify the alleged perpetrator of the domestic violence, dating violence or stalking. Alternatively, the victim may submit a federal, state, or local police or court record from which IHC can ascertain the facts and identify the alleged perpetrator. The victim shall provide such certification within 14 business days after IHC's written request for the certification. IHC may extend the 14 day deadline an additional 14 days at its discretion.

Confidentiality of Information Related to Certification

Information provided by the victim pursuant to the certification shall be retained in confidence and not shared unless written consent is obtained from the victim, it is required for use in eviction proceedings or disclosure is otherwise required by law.

IHC's Right to Evict

Even if you have satisfied the requirement to submit a certification regarding domestic violence, dating violence or stalking, IHC may evict you for other good cause unrelated to incident(s) of domestic violence, dating violence or stalking so long as the eviction is not based on a higher standard than that applied to persons who are not the victim of domestic violence, dating violence or stalking.

Also, IHC may evict you if IHC can demonstrate an actual and imminent threat to other residents or persons employed by IHC or persons providing service to the property of IHC if you are not evicted.