ANNUAL PLAN
FY 2011

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PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: The Housing Authority of the City of Gary, Indiana PHA Code: IN011

PHA Type: ☐ Small ☐ High Performing ☐ Standard ☐ HCV (Section 8) ☒ Troubled

PHA Fiscal Year Beginning: (MM/YYYY): 04/2011

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 1983 Number of HCV units: 1,633

3.0 Submission Type

☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

Please see Attachment A.

5.1 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 for the next five years:

The Gary Housing Authority shall at all times develop and operate each public housing development 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. Please see Attachment A.

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Please see Attachment A.

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

PHA Plan Elements #1 through 13 have been resubmitted with this Annual Plan submission. Please See Attachment B.

(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.

The documents may be reviewed at the following locations: Central Office (578 Broadway, 2nd Floor), Genesis Towers (578 Broadway, 1st Floor), Section 8 (578 Broadway, 1st Floor), Carolyn B. Mosby High Rise (650 Jackson Street), Al Thomas High Rise (100 W. 11th Avenue), Delaney Community (2234 Attucks Place), Glen Park High Rise (3280 Pierce Street), Concord Village (5001 W. 19th Avenue), Dorie Miller Homes (1722 E. 21st Avenue), Colonial Gardens (4945 Tennessee Street), and the Gary Public Library (220 W. 5th Avenue), Horace Mann Apts. (660 Washington St.), Duneland Village Apts. (350 Fayette St).

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

Please see Attachment C.

8.0 Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.

Please see Attachment D.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

Please see Attachment D.

8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, 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. **Please see Attachment D.**
8.3 N/A	**Capital Fund Financing Program (CFFP).** ☐ 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. N/A
9.0	**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. **Please see Attachment E.**
9.1	**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.** **Please see Attachment E.**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (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. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" **Please see Attachment F.**
11.0	**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. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (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. 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. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only) **Please see Attachment G.**

SUPPORTING DOCUMENTATION ATTACHMENTS:

- **Attachment H–State/Local Government Certification Consistency with the Consolidated Plan**
- **Attachment I–Section 3 Policy**
- **Attachment J–FSS Action Plan for Section 8**
- **Attachment K-One Strike Policy**

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 there under 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 (Please See Attachment A.)
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. **(Please See Attachment A.)**

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. **(Please See Attachment A.)**

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: **(Please See Attachment B.)**

(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 off ice 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) **(Please See Attachment B.)**

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 (Please See Attachment C.)

(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: 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. **(Please See Attachment D.)**

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: **(Please See Attachment D.)**

(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. **(Please see Attachment D.)**

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

N/A

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). **(Please See Attachment E.)**

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). **(Please See Attachment E.)**

10.0 **Additional Information.** Describe the following, as well as any additional information requested by HUD: **(Please See Attachment F.)**

(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. **(Please See Attachment G.)**

(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.

List of Supporting Documents Available for Local Review

(Applicable to All PHA Plan Types)

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.

Applicable & On Display	Supporting Document	Applicable Plan Component
Annual Plan	Form HUD-50077, *Standard PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual PHA Plans.*	
Annual Plan	State/Local Government Certification of Consistency with the Consolidated Plan	
Annual Plan	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.	
Central Office	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments (AI) to Fair Housing Choice); and any additional backup data to support statement of housing needs in the jurisdiction	
Annual Plan	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	
Central Office	Most recent board-approved operating budget for the public housing program	
Annual Plan	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan (TSAP) and the Site-Based Waiting List Procedure.	
Section 8	Section 8 Administrative Plan	
Central Office	Deconcentration Income Analysis	
Central Office	Public housing rent determination policies, including the methodology for setting public housing flat rents. ☒ Check here if included in the public housing A & O Policy.	
Annual Plan	Schedule of flat rents offered at each public housing development. ☒ Check here if included in the public housing A & O Policy.	
Section 8	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☒ Check here if included in the Section 8 Administrative Plan.	
Annual Plan	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	
Central Office	Results of latest Public Housing Assessment System (PHAS) assessment (or other applicable assessment).	
NA	Follow-Up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary).	
Section 8	Results of latest Section 8 Management Assessment System (SEMAP).	
Section 8	Any policies governing any Section 8 special housing types ☒ Check here if included in Section 8 Administrative Plan.	
Annual Plan	Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy.	
Section 8	Section 8 informal review and hearing procedures ☒ Check here if included in Section 8 Administrative Plan.	
Annual Plan	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement/Performance and Evaluation Report (form HUD-52837) for the active grant year	
Central Office	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See Notice 99-52 (HA).	
NA	Approved or submitted applications for demolition and/or disposition of public housing	
NA	Approved or submitted applications for designation of public housing (Designated Housing	

List of Supporting Documents Available for Local Review

(Applicable to All PHA Plan Types)

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.

Applicable & On Display	Supporting Document	Applicable Plan Component
	Plans)	
Annual Plan	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, Section 22 of the U.S. Housing Act of 1937, or Section 33 of the U.S. Housing Act of 1937.	
Annual Plan	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	
Annual Plan	Approved or submitted public housing homeownership programs/plans	
Annual Plan	Public Housing Community Service Policy/Programs ☒ Check here if included in the public housing A & O Policy.	
Central Office & Section 8	FSS Action Plan/s for public housing and/or Section 8.	
Annual Plan	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	
NA	Most recent self-sufficiency (ED/SS, TOP, or ROSS or other resident services grant) grant program reports for public housing.	
Annual Plan	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☒ Check here if included in the public housing A & O Policy.	
Central Office	The results of 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	Troubled PHAs: MOA/Recovery Plan	

ATTACHMENT A
5.0 Five Year Plan
[2010-2014]

5-YEAR PLAN
PHA FISCAL YEARS 2010 - 2014
[24 CFR Part 903.5]

5.1 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 for the next five years:

The PHA's mission is:

The Gary Housing Authority shall at all times develop and operate each public housing development 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.

5.2 Goals

Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

REPORT ON THE PROGRESS OF THE PREVIOUS PLAN (2005-2009)

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: *An additional225 vouchers were applied for during this time period..*
- ☒ Reduce public housing vacancies: ***In the last five years, vacancies were addressed as funds were available by GHA maintenance staff, but in 2008, capital funds were specifically designated to tackle larger amounts. Over 100 units were rehabbed during Phase I of the Vacancy Reduction Program and additional monies will be utilized in the future for further phases.***
- ☒ Leverage private or other public funds to create additional housing opportunities: ***The GHA closed out our most recent HOPE VI project in 2007 adding an additional 94 public housing units to our portfolio at the Horace Mann and Duneland properties. Our Homeownership Program also created an additional thirteen properties for a total of 107 additional housing opportunities..***

☒ Acquire or build units or developments: ***The GHA closed out our most recent HOPE VI project in 2007 adding an additional 94 public housing units to our portfolio at the Horace Mann and Duneland properties. Our Homeownership Program also created an additional thirteen properties for a total of 107 additional housing opportunities..***

☒ Other (list below)

* Dispose of obsolete units and create Mixed Income Communities. ***Paperwork was completed to demolish Ivanhoe Gardens in 2006 with plans for a possible new HOPE VI location. The approval was given for demolition and the current stimulus money given for ARRA is being used to procure an A & E firm to prepare the scope of work which will lead to the procurement of a demolition company to remove the Ivanhoe property. At this time, disposition paperwork has been submitted for the possible selling of the land once demolition has been completed.***

☒ PHA Goal: Improve the quality of assisted housing

Objectives:

☒ Improve public housing management: (PHAS score) from 46 to 52
This item is currently under review with HUD.

☒ Improve voucher management: (SEMAP score) from 83 to 93
This goal was achieved.

☒ Increase customer satisfaction: Continue RASS Follow-up
Until RASS was eliminated, follow-up was continued and through the years, the agency still strives to ensure customer satisfaction.

☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
The agency has provided training to staff to improve management functions; new procedures and processes have been established to provide checks and balances; a conversion was made to GAAP, and project based management was achieved through privatization of property management and maintenance.

☒ Renovate or modernize public housing units:
The agency embarked on a Vacancy Reduction Program in 2008, and to date over 100 units have been renovated and/or modernized.

☒ Demolish or dispose of obsolete public housing: Apply for HOPE VI Grant
In 2006, the agency applied for a HOPE VI Grant for the Ivanhoe Gardens development which was denied twice. At this time, we are moving forward with demolition plans and have submitted disposition paperwork for approval of the possible selling of the land.

☒ Provide replacement public housing: Using Housing Choice Vouchers
The residents of Ivanhoe Gardens were moved out when the development was closed and were given replacement vouchers.

☒ Provide replacement vouchers:
The residents of Ivanhoe Gardens were moved out when the development was closed and were given replacement vouchers.

☒ Other: (list below)

- Create homeownership opportunities
  The agency has a total of 13 homeownership properties, with one being sold in November 2008.
- Consider outsourcing public housing management to improve operations
  The agency contracted out property management and maintenance in October 2008 to the Woodlawn Organization.

☒ PHA Goal: Increase assisted housing choices
Objectives:

☒ Provide voucher mobility counseling:
This has been done as part of the Section 8 briefing process.

☒ Conduct outreach efforts to potential voucher landlords
This has been conducted by CVR who is currently managing the Section 8 program for the agency.

☒ Implement voucher homeownership program:
The GHA decided not to pursue the implementation of a voucher homeownership program.

☒ Implement public housing or other homeownership programs:
The agency has a homeownership program that consists of 13 properties, one of which was sold in November 2008.

☒ Implement public housing site-based waiting lists:
Once property management was contracted out to the Woodlawn Organization, they began implementing public housing site-based waiting lists in October 2008.

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

☒ PHA Goal: Provide an improved living environment
Objectives:

☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
On August 6, 2008, the Al Thomas High Rise was designated as near elderly.

☒ Other: (list below)

- Create ways to retain working families
  The agency has provided job training, training on financial literacy and referrals to the Work One Program to assist in creating ways to retain working families.

- Create mixed income communities

  Mixed income communities were created with the development of HOPE VI properties Horace Mann and Duneland.

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:

This goal was addressed through Section 3 hiring in the COCC and by contractors selected for the Vacancy Reduction Program.

☒ Provide or attract supportive services to improve assistance recipients' employability:

This goal was achieved through the Community and Program Services Department that was in effect with the agency until June 2007. The Woodlawn Organization now provides these services or referrals to agencies within the community.

☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.

This goal was achieved through the Community and Program Services Department that was in effect with the agency until June 2007. The Woodlawn Organization now provides these services or referrals to agencies within the community.

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:

This goal was achieved.

☒ 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:

This goal was achieved.

☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

The goal was achieved.

Other PHA Goals and Objectives: (list below)

- Outsourced 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
- Implemented site-based management
- Began process of outsourcing of vacant unit turnaround
- Developed new departmental policies and procedures
- Provided additional training for staff in all departments
- Feasibility of outsourcing management of the property management and property maintenance departments has been completed
- Acquired additional A & E services to develop plans and specifications for GHA Capital Fund projects
- Met MOA reporting requirements
- Gary Housing Authority continues to apply for grants that may include new construction and modernization.

GHA's Goals and Objectives for the 2010-2014 Five Year Plan

Item Number	Proposed Goal/Objective	Specific Site(s) or Agency Wide	Quantifiable Measures *(Would include targets such as: numbers of families served or PHAS scores achieved.)*	HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing	HUD Strategic Goal: Improve community quality of life and economic vitality	HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals	HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans	Other
1	*Establish procedures and internal controls to ensure data integrity.*	Agency Wide	Board approved policies and procedures would be implemented and presented to the staff in the form of new job assignments.					X
2	*Upgrade and/or rehab current facilities in the following areas:*							Capital Funds Program
	1. Playgrounds	Family Sites	Goal: 548		X			
	2. Basketball Courts	Family Sites	Goal: 548		X			
	3. Central Air in Each Unit	Scattered Sites	Goal: 155		X			
	4. Fences	Agency Wide	Goal: 1196	X				
	5. Entrances to Senior High Rises (lobbies)	High Rises	Goal: 493		X			
	6. Repair Infrastructure (Streets, Sidewalks, Sewers, etc.)	Agency Wide	Goal: 1196	X				
3	*Reduce public housing vacancies.*	Agency Wide	Goal: 1196	X			X	Capital Funds Program
4	*Improve public housing management (PHAS score).*	Agency Wide	Goal: 70	X	X		X	

Item Number	Proposed Goal/Objective	Specific Site(s) or Agency Wide	Quantifiable Measures *(Would include targets such as: numbers of families served or PHAS scores achieved.)*	HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing	HUD Strategic Goal: Improve community quality of life and economic vitality	HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals	HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans	Other
5	*Educate citizenry in the PHA through setting up structured site programs (i.e. GED Program, Resident Owned Business Training, etc.).*	Agency Wide	Goal: 30%		X	X		
6	*Generate funds for a new mixed income housing development (i.e. project based Section 8).*	Land by Duneland	Goal: 400 new families	X	X		X	
7	*Establish a centralized daycare facility for all residents.*	Delaney and Dorie Miller	Goal: 10%		X	X		
8	*Generate revenue in some of the following ways:*							
	1. Reduce vacancy rate to 3%	Agency Wide	Goal: 97%	X	X		X	
	2. Limit unit turnovers to less than 20 days.	Agency Wide	Goal: unit turnover less than 20 days	X	X		X	
	3. Increase rent collections to at least 98%.	Agency Wide	Goal: 98%	X	X		X	

Item Number	Proposed Goal/Objective	Specific Site(s) or Agency Wide	Quantifiable Measures *(Would include targets such as: numbers of families served or PHAS scores achieved.)*	HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing	HUD Strategic Goal: Improve community quality of life and economic vitality	HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals	HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans	Other
9	*From the capital side, look at feasibility studies to determine roofs to be replaced. Use studies to generate capital plan.*	Concord on the Hill Delaney (11-1) Colonial Gardens	Concord on the Hill **(5)** Delaney (11-1) **(7)** Colonial Gardens **(10)** Goal: 22	X	X		X	Capital Funds Program
10	*Establish FSS for public housing.*	Agency Wide	Goal: 25	X	X	X	X	
11	*Look at converting scattered sites over to homeownership program and opportunities.*	Miller Heights Concord Colonial Ivanhoe Scattered Sites	Goal: 155	X	X		X	
12	*Enhance Resident Services by providing counseling in daily living skills, job readiness, housekeeping, etc.*	Agency Wide	Goal: 30%	X	X	X	X	
13	*Work with the City of Gary to replace missing street signs.*	Scattered Sites	Goal: 100%	X	X			Capital Funds Program

Item Number	Proposed Goal/Objective	Specific Site(s) or Agency Wide	Quantifiable Measures *(Would include targets such as: numbers of families served or PHAS scores achieved.)*	HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing	HUD Strategic Goal: Improve community quality of life and economic vitality	HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals	HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans	Other
14	*Provide intervention, treatment and mental health services. Ensure that individuals with proper licensing are available to direct this initiative.*	Agency Wide	Goal: 30%	X	X	X	X	
15	*Partner with faith based and/or non-profit organizations to provide needed tenant services.*	Agency Wide	Goal: 30%	X	X	X	X	
16	*Have a resident president and council at every site and keep them informed.*	Agency Wide	Goal: 100%		X	X		
17	*Based on the availability of funds, reinstitute Section 8 FSS program.*	HCV/ Section 8	Goal: 63	X	X	X	X	
18	*Implement various aspects of the Security Plan to include:*							
	1. Security camera upgrades	Four (4) Senior High Rises	Goal: 100%	X	X			Capital Funds Program
	2. Seminars and training for residents in the areas of family and domestic violence.	Agency Wide	Goal: 100%	X	X			

Item Number	Proposed Goal/Objective	Specific Site(s) or Agency Wide	Quantifiable Measures *(Would include targets such as: numbers of families served or PHAS scores achieved.)*	HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing	HUD Strategic Goal: Improve community quality of life and economic vitality	HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals	HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans	Other
19	*Determine and post maximum person capacity for community rooms throughout GHA. Utilize the services of the fire department to determine this figure. If the occupancy load is more the 100, exit doors should be equipped with panic hardware.*	Agency Wide	Goal: 100%	X	X			
20	*Rehab occupied units through providing a fresh coat of paint and new carpet or tile to the floors.*	Agency Wide	Goal: 25%	X	X			Capital Funds Program
21	*Rehab common space areas utilized by residents through providing a fresh coat of paint and new carpet or tile (i.e. TV rooms, kitchens, laundry rooms, bathrooms, etc.) Establish a model unit for viewing.*	Agency Wide	Goal: 25%	X	X			Capital Fun Progi

Item Number	Proposed Goal/Objective	Specific Site(s) or Agency Wide	Quantifiable Measures *(Would include targets such as: numbers of families served or PHAS scores achieved.)*	HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing	HUD Strategic Goal: Improve community quality of life and economic vitality	HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals	HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans	Other
22	*Install stove top fire extinguishers.*	Agency Wide	Goal: 100%	X	X			Capital Funds Program

ATTACHMENT B
6.0 PHA Plan
Update

6.0 PHA Plan Update on Plan Elements #1 - #13 (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.

- **GHA's Response: There are revisions to the Gary Housing Authority Admissions and Occupancy Plan (ACOP). The Section 8 Administrative Plan had no revisions. The Gary Housing Authority policies that govern resident or tenant eligibility, selection and admission, preferences, unit assignment, and wait list procedures for Public Housing are all contained in the Admissions and Continued Occupancy Policy. (Please See Attachment B.)**

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.

- **GHA's Response: There were revisions. (Please See Attachment B.)**

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

- **GHA's Response: There are no revisions. The policies that govern rents charged for GHA's Public Housing programs are contained within the Admissions and Continued Occupancy Policy. (Please See Attachment B.)**

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.

- **GHA's Response: There are revisions. The rules, standards, and policies governing the management of GHA's Public Housing program are contained within the Admissions and Continued Occupancy Policy. (Please See Attachment B.)**

HUD Programs Under PHA Management

Listed below are the Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each.

Program Name	Estimated Units of Families Served at Year	Expected Turnover
Public Housing	**1878**	**200**
Section 8 Vouchers	**1450**	**100**
Homeownership	**11**	**3**
Section 8 Mod Rehab	**53**	**5**
HOPE VI	**94**	**7**

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

- **GHA's Response: There are revisions. GHA's grievance and informal hearing and review procedures are contained within the Admissions and Continued Occupancy Policy. (Please See Attachments B.)**

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.

- **GHA's Response: There are no revisions. The Gary Housing Authority will likely not apply for designation of housing for elderly and disabled families during the FYB 2011. (Please See Attachment B.)**

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).**

- **GHA's Response: There are no revisions. (Please See Attachment B.)**

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.

- **GHA's Response: There are no revisions. (Please See Attachment B.)**

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

- **GHA's Response: There are revisions. (Please See Attachment B.)**

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.

- **GHA's Response: (Please See Attachment B.)**

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

- **GHA's Response: (Please See Attachment B.)**

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.

- **GHA's Response: The Housing Authority has successfully implemented project based management and accounting starting on April 1, 2008. The four elderly disabled high-rise apartments, five family projects and nine scattered site projects were grouped to create eight separate Asset Management Projects (AMPs). A combination of Fee for Service, site based staff, hiring a private property management company and shared resources have been utilized to affect an efficient and cost effective management and cost centered system for tackling individual AMP performance under PHAS. (Please See Attachment B.)**

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.

- **GHA's Response: There are no revisions. (Please See Attachment B.)**

6.0 Section 8 Plan Update on Plan Elements #1, #3, #4, and #5
(24 CFR 903.7)

1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures

- **Eligibility**

a. What is the extent of screening conducted by the PHA?

☒ Criminal or drug-related activity only to the extent required by law or regulation

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?

☒ Other (describe below)

The tenant's last known Section 8 landlord's name and address

- **Waiting List Organization**

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged?

☒ Federal moderate rehabilitation

b. Where may interested persons apply for admission to Section 8 tenant-based assistance?

☒ PHA main administrative office

- **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.

- **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?

Other preferences (select all that apply)

☒ Working families and those unable to work because of age or disability
☒ Residents who live and/or work in your jurisdiction

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.

Other preferences (select all that apply)

☒1 Working families and those unable to work because of age or disability
☒1 Residents who live and/or work in your jurisdiction

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

☒ 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"

☒ This preference has previously been reviewed and approved by HUD

6. Relationship of preferences to income targeting requirements:

☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

- **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?

☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials

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

☒ Through published notices

3. Rent Determination

Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA's payment standard?

☒ Above 100% but at or below 110% of FMR

b. If the payment standard is higher than FMR, why has the PHA chosen this level?

☒ To increase housing options for families

c. How often are payment standards reevaluated for adequacy?

☒ Annually

d. What factors will the PHA consider in its assessment of the adequacy of its payment standard?

☒ Success rates of assisted families
☒ Rent burdens of assisted families

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent?

☒ $26-$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

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.

4. Operations and Management

- **HUD Programs under PHA Management**

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Section 8 Vouchers	1,449	120
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	53	5

- **Management and Maintenance Policies**

Section 8 Management: (list below)

- HCV Administrative Plan

5. PHA Grievance Procedures

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?

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes?

☒ PHA main administrative office

ATTACHMENT B
6.0 PHA Plan Element:
1 Eligibility, Selection And Admission Policies, Including Deconcentration And Wait List Procedures

The Housing Authority of the City of Gary, Indiana

Admissions and Continued Occupancy Policy

Last Revised: September 1,2010

Preamble

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of Gary, Indiana hereafter referred to as GHA, polices for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

On March 29, 2000, in the Federal Register, HUD published the final rule implementing changes to the admission and occupancy requirements for the public housing program made by the Quality Housing and Work Responsibility Act of 1998. These changes concern choice of rent, community service and self sufficiency, admission preferences and determination of income and rent in the Public Housing and Section 8 housing assistance programs. This final rule follows a proposed rule published on April 30, 1999, and takes into consideration the public comments received on the proposed rule. The effective date of the mandated changes is April 28, 2000.

Since the mandated changes of 2000, the Department of Housing & Urban Development has issued periodic revisions and guidance. GHA makes every attempt to ensure that its current policies reflect all subsequent rule changes. As such, periodic, review and revision of the GHA Admissions and Continued Occupancy Policy is required. The effective date of the current GHA policy revision is September 1, 2010.

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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) Violence Against Women Reauthorization Act of 2005 (VAWA), signed into law January 5, 2006, as amended and applicable that included but is not limited to assisting victims of domestic violence, sexual violence, and stalking, maintaining confidentiality of information received, and sharing information between agencies or departments; and

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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.

1.1.4 Violence against Women Act

1. The Violence against Women Reauthorization Act of 2005 protects tenants and family members of tenants who are victims of domestic violence or stalking from being evicted or terminated from housing assistance based on acts of such violence against them..

2. Confidentially and Privacy Rights of Domestic and Sexual Violence

a) The GHA places a high priority on the confidentiality and privacy rights of all applicants and residents, including victims of domestic violence, sexual violence, dating violence, or stalking, as well as their family and household members.

b) The GHA will maintain confidentiality of information received and shared and shall keep all information provided by an applicant or resident confidential. The GHA will not enter the information into any shared database or provide such information to any related entity.

c) The GHA and/or Property Management receiving records, corroborating evidence or other information that documents proof of domestic or sexual violence from a resident or applicant shall retain the documents in a sealed file.

d) The GHA may disclose the information if :

i. The resident or applicant requests or consents in writing.

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ii. The information is required for use in an eviction proceeding related to whether the incident or incidents in question qualify as serious or repeated violation of the lease or criminal activity directly related to the violence; or

iii. Disclosure is otherwise required by law.

3. Documenting Domestic or Sexual Violence

a) To provide a resident or applicant who is a victim of domestic or sexual violence the considerations outlined in the ACOP and Lease, the victim must document that they are indeed a victim. The Property Manager and or the GHA must verify all the information that is given to them by following the GHA Verification Procedure.

b) A range of evidence to document domestic or sexual violence may be submitted. However depending on the arrangements and /or modification requested, different types of documented evidence may be required. Documentation requested, included but not limited to:

i. A certified and/or notarized statement from the resident or applicant.

ii. A certified and or/notarized statement from a person other than the resident or applicant who has knowledge of the residents or applicants history as a victim of domestic or sexual violence.

iii. A certified and/or notarized statement from an employee, agent, or volunteer of a victim services, domestic violence, or rape crisis organization from which the victim has sought services.

iv. A certified and/or notarized statement from an attorney, a member of the clergy, or a medical or other professional from whom the victim has sought services, court, police, medical, housing authority, security or staff or other corroborating evidence of domestic or sexual violence, which may include a statement from a witness to the violence or physically visible evidence of violence such as a black eye.

v. Copy of a current Order of Protection or No-Contact Order still in force.

vi. A threat assessment from the Gary Victim Assistance Department.

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vii. A current police report documenting a violent crime involving the victim and occurring on the property.

viii. A current arson report from the Gary Fire Department involving the victim.

ix. Documentation from the States Attorney Office, Attorney General Office, or from a domestic violence or sexual violence shelter.

c) A resident who has provided acceptable proof that he/she is a victim of domestic or sexual violence will not be required to provide any additional proof for 90 calendar days, if the resident's rights asserted under the procedure stem from a claim involving the same perpetrator and there is no intervening or superseding applicable court order.

d) An applicant who has provided acceptable proof that they are a victim of domestic violence or sexual violence will be required to update any documentation supplied prior to an offer of housing if the application process takes over 90 days.

1.2 De-concentration of Poverty

It is the policy of the Gary Housing Authority to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

GHA will affirmatively market our housing to all eligible income groups. Lower income families will not be steered toward lower income developments and higher income families will not be steered toward higher income developments.

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 of GHA public housing developments.

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 de-concentrate poverty and provide for income mixing in each public housing development, GHA will institute the following measures over the next three years.

STEPS FOR IMPLEMENTATION:

1. Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and de-concentration incentives to implement.

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).

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.

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:

DECONCENTRATION INCENTIVES

GHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

OFFER OF A UNIT

When GHA discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration goal and/or the income targeting goal.

GHA will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact GHA regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the applicant's file. If the family rejects the offer of the unit, GHA will send the family a letter documenting the offer and the rejection.

REJECTION OF UNIT

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If in making the offer to the family GHA skipped over other families on the waiting list in order to meet the de-concentration goal or offered the family any other de-concentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If GHA did not skip over other families on the waiting list to reach this family and did not offer any other de-concentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal interview of the decision to alter their application status.

Revitalization Strategies – The HUD approved HOPE VI properties Duneland Village and Horace Mann Apartments were redeveloped as "mixed income" properties.. These new "mixed income" properties utilize a "floating unit" concept that designates 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. The corresponding unit types and household income mix is identified below and incorporated under this Deconcentration Policy.

Duneland Village Rental

Sizes	PHA Assisted Units	PHA Assisted Bedrooms	LIHTC Units	LIHTC Bedrooms	Market Rate Units	Market Rate Bedrooms
1BR Walk up	6	6	2	2	0	0
2BR Row house	10	20	35	70	19	38
2BR Walk-up	4	8	0	0	0	0
3BR Row house	15	45	12	36	14	42
3BR Walk -up	3	9	0	0	0	0
4BR Detached	1	4	0	0	0	0
4BR Semi Detached	10	40	0	0	0	0
Totals	**49**	**132**	**49**	**108**	**33**	**80**

Horace Mann Apartments

Sizes	PHA Assisted Units	PHA Assisted Bedrooms	LIHTC Units	LIHTC Bedrooms	Market Rate Units	Market Rate Bedrooms
1BR Walk up	7	7	5	5	2	2
2BR Walk up	9	18	9	18	2	4
2BR Row house	8	16	19	38	21	42
3BR Walk up	2	6	2	6	0	0
3BR Row house	10	30	9	27	9	27
4BR Walk Up	1	4	0	0	0	0
4BR Row house	8	32	0	0	0	0
Totals	**45**	**113**	**44**	**94**	**34**	**75**

Improvement Strategies – Additional investment and improvements will be targeted to those developments with average income below the established income range.

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 are 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)];

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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).

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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 documented Social Security number for all family members or sign a certification under penalties of perjury for each family member that does not have a SSN. (24 CFR § Part 5.216);
   e) Meet 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 Applicants who owe funds to the GHA or any other housing authority for any program that GHA or another housing authority operates will be denied. (24 CFR § 960.203)

2.2.2 Applicant or household member who has ever been convicted of a crime that requires them to be registered under any state sex offender registration program. (24 CFR § 960. 204)

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 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).

d) An applicant or household member has ever been convicted of arson or child molestation. ((**24 CFR § 960.203 (c) 3).**

e) An applicant or household member who has committed crimes of violence to persons or property include, but not be limited to, homicide or murder, destruction of property or vandalism, burglary; armed robbery; theft; trafficking, manufacture, use or possession of an illegal drug or controlled substance; threats or harassment; assault with a deadly weapon; domestic violence; sexual violence; dating violence; or stalking; weapons offenses; criminal sexual assault; home invasion; stalking; kidnapping; terrorism; and manufacture, possession, transporting or receiving explosives. **(24 CFR § 960.203(3)**

f) Any applicant or household member evicted from any housing for drug-related criminal activity is barred for three years from the date of eviction.

g) **Denied for Life**: Has a lifetime registration under a State sex offender registration program.

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).**

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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.

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. As units become available, applicants at the top of the wait list that match the features of the available units will be required to attend an interview to complete their applicant file and to confirm eligibility and be screened to determine suitability. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn .
3. 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.

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 apply to an unlimited number of sites at 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

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c) Applicant with preferences for other sites
d) Applicants with no preferences for other sites

2. Each group of applicants identified in (b/d) 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 during the pre-application process, 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.

5. The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on

other waiting list when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing Requirements.

6. Closing the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and minority media, and made available to local service providers.

3.4 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be maintained as part of leasing file.
2. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
3. Any contacts between GHA and the applicant will be documented in the applicant file.

3.5 Families Nearing the Top of the Waiting List

When a family appears to be within one hundred twenty days of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. GHA must notify the family in writing of this determination and give the family the opportunity for an informal interview.

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:

Emergency Applicants are applicants who are:

a) **First,** Emergency Applicants who are Victims of Federally Declared Disasters,:

b) **Second,** Domestic Victims; and

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c) **Third,** Family Preservation

Emergency Applicants who are Victims of Federally Declared Disasters : The GHA will make unit offers to verified victims of federally families that do not qualify as emergency applicants and emergency place requests from the Indiana Department of Child Protective Services, will be offered units on an as needed bases before applicants from the waitlist. All applicants, including emergency applicants, must pass all screening requirements prior to unit offer and admission.

1. **Residency preference** for families who live or work in the jurisdiction of the Housing Authority of the City of Gary, Indiana. The Residency Preference will be implemented in accordance with applicable discrimination and equal opportunity requirements listed at 1.1.2.. Use of the residency preference may not have the "purpose or effect" of delaying or otherwise denying admission to a project or unit based on the race, color, ethnic-origin,, gender, religion, disability or age of any member of an applicant family.
2. **Mixed income preference** for families with incomes needed to achieve de-concentration of poverty and income –mixing goals.
3. **Working preference (24 CFR 5,415) for** families with at least one adult who 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. These preferences is extended equally to an applicant whose head or spouse is age 62 or older or are receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual's inability to work. 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.

   This includes families who are graduates of or participants in educational and training programs designed to prepare the individual for the job market. 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. The working family preference is not based on the amount of earned income.
4. **Veterans preference** – within the state law definition and veterans or surviving spouses of veterans..

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" upon the approval of the Executive Director or designee, 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.

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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 be required to but may choose to share a bedroom with their family members,

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.**

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MINIMUM-NUMBER-OF-PERSONS-PER UNIT ASSIGNMENT STANDARD		
NUMBER OF BEDROOMS	MAX PERSONS/UNIT	MIN PERSONS/UNIT
0BR	2	1
1BR	2	1
2BR	4	2
3BR	6	3
4BR	8	4
5BR	10	5

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 may be counted as a person in determining unit size at the applicant or tenant's request. A single pregnant woman shall be assigned to a one bedroom unit, based on the general criteria of infants sharing with a parent. The leaseholder may request a transfer to a larger unit when the infant turns two (2) years of age.

      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) A Live-in Aide - a person who resides with an elderly person(s) near elderly person (s) or person(s) with disabilities and who

         a) is determined by the GHA to be essential to the care any well being of the person (s)

         b) is not obligated to support the family member

         c) would not be living in the unit except to provide the necessary supportive services. A live in Aide is not listed on the Lease and cannot become a remaining family member for continued occupancy purposes.

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6) 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, and 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.

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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.

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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) Admissions Preferences
   f) Social Security Numbers of all Family Members
   g) Compliance with admissions screening criteria
   h) Citizenship or eligible immigration status
   i) Criminal background and
   j) History of payment of rent and utilities
2. **Consent Forms** - Applicants must cooperate fully in obtaining or providing the necessary verifications.
3. All adult applicants must sign form HUD -9886, Authorization for Release of Information. The purpose of this form is to facilitate automated data collection and computer matching from specific sources. This form covers only release of information on earned income and unemployment income to the GHA and IRS/SSA information to HUD.
4. Adult family members will be asked to sign releases or other forms as needed to collect information to determine family's eligibility and level of assistance.
5. If any family member who is required to sign a consent form fails to do so, the GHA will deny admission to applicants and terminate assistance of existing residents.

6. GHA is authorized by HUD to use five methods to verify family information, *Up front Verification, whenever available, Third-Party Written Verification, Third Party Oral Verification, Review of Documents and Self-Certification.*

   GHA will verify applicant claims by: Upfront Income Verification: a written 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.

7. When up-front verification is not available, the GHA will diligently seek third party verifications using a combination of written and oral requests to verification sources 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)

8. When third party verification cannot be obtained, GHA will accept documentation received from the applicant/resident. Hand carried documentation will be accepted if GHA has been unable to obtain third party verification in a 4 week period of time. Photo copies of the documents provided will be maintained in the file.

9. When neither third party verification nor hand carried verification can be obtained. GHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

10. 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;**

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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 Housing Choice Voucher's Family Self Sufficiency Program.

i) To be gainfully employed, in job training and/or in search of employment provided that the applicant is not elderly of 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 Housing Choice Voucher 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.

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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/EIV), 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.**

GHA Policy – Income information will first be verified using HUD's Electronic Verification (EIV) system in conjunction with family –provided documents dated within the last 60 days of GHA's interview date. EIV printouts will be used by staff as a resource for indicating sources of income of current residents. Residents will be required to provide the 2 most current pay stubs for employers listed on the EIV printouts and GHA will anticipate income based on the pay stubs provided. Current pay stubs are defined as being within the most recent 60 days.

GHA will use the EIV printout for calculating income from the SSA; unless the tenant disputes the amount listed on the EIV printout. In those cases, the resident will be required to obtain and submit a current award letter from the SSA.

If the resident disputes a source of income that is reported on the EIV printout; the resident will be informed as to how to report identity theft in order to not have income from this source (s) counted. If the resident previously worked at a source listed on the EIV printout but now states they no longer work there, GHA staff will send a termination of employment verification form to the employer.

The types of income that may be verified using upfront income verification (UIV/EIV) 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. The Gary Housing Authority will use additional EIV/UIV resources as they become available. This will be done before,

during and or/recertification's of household income as appropriate. It is important to note that EIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the Gary Housing Authority has independently verified the EIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include Gary Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

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

(1) HUD's Enterprise Income Verification (EIV)-
(2) Computer matching agreements with a federal, state, or local government agency, or a private agency;
(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. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

- Third party written verification may also be used to supplement Enterprise Income Verification. They will be utilized when there is a discrepancy of $200 a month or more and the participant disputes the EIV results.

- Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on line systems. If either of these forms of verification is not obtainable, then the file shall be documented as to why third party verification was not used.

- The Gary Housing Authority will allow 20 calendar days for the return of third party written verifications prior to continuing on to the next type of verification.

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. When this method is used staff members will be required to document in writing with

whom they spoke, the date of the conversation and facts obtained. The Gary Housing Authority will allow 10 calendar days for the return of third party written verifications to supplement the third party oral verification prior to continuing on to the next type of verification

Review of Documents – When EIV, written and oral third party verifications are not available within the 30 days allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document (s).

Self Certification and Self Declaration -

When EIV, written and oral third party verifications are not available within the 30 calendar days allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a notarized statement detailing the information needed, signed by the head, spouse, co-head, or other family member within five (5) calendar days.

Verification forms and reports received will be contained in the applicant, tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact amount received, etc.

When any verification method other than Enterprise Income Verification is utilized, the Gary Housing Authority will document the reason for the choices of the verification methodology in the applicant/ resident's file..

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 or refusal to sign any consent forms 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.

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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.
- 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. A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided GHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded). Age must be verified only once during continuously assisted occupancy.

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. 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

Addition of new household members – New household members 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.

Any family member(s) who provided GHA an invalid, bogus, unofficial, or unassigned social security number will be denied placement and/or action will be taken to terminate the lease for current participants for providing false and misleading information.

If EIV verifications indicate that an individual's social security number does not math the information received by the Social Security Administration, the family member(s) will be provided 60 calendar days to provide documentation from the Social Security Administration or from the Internal Revenue Service that they do have a valid assigned social security number.

If the family member(s) is unable to provide this documentation GHA will deny placement and/or action will be taken to terminate the lease for current participants for providing false and misleading information.

GHA will deny applicants and/or terminate participants of a household where an individual is found to be using an invalid, bogus, unofficial, or unassigned social security number to obtain work or to obtain benefits of the Public Housing program.

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:

Emergency Applicants as defined under Section 4.1

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. Emergency Applicants – Applicants from the emergency list will be offered the first appropriate available unit.

2. 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.

3. 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.

4. 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.

5. New Admissions - Applicants from the waiting list will be offered available units in the manner described above.

6. 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)].

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GUESTS (24 CFR 5.100)

6. A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant. A resident family must notify GHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

   A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

   Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, who are not included as family members because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

   Residents are not permitted to allow Guest who is on the GHA Bar Out list to occupy or visit the unit for any period of time. Violation of this requirement is grounds for termination of the lease.

   Guest who represents the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of 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 any violations of the lease, to occupy or visit 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. Family members placed under house arrest, must be reported to the GHA within 72 hours of its occurrence. Continued occupancy will be determined by the seriousness of the offense and the adherence to the GHA One Strike Policy. Failure to report said arrest is grounds for lease termination.

11. 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.

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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 (excluding lost of eligibility due to non-compliance with the self sufficiency requirement and;
    - 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 Allowances [24CFR 965, Subpart E]

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 the home-ownership and mixed income properties. GHA will establish a separate schedule for each individual scattered site development where a utility allowance applies.

1. GHA must review its schedule of utility allowances each year. [24 CFR 965.507] Between annual reviews, GHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which such allowances were based. Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective [PH Occ GB, p.171] .

2. The tenant rent calculations must reflect any changes in GHA's utility allowance schedule [24 CFR 960.253(c)(3)] Unless GHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first action relating to an annual recertification, interim recertification or other change of unit that is effective after the allowance is adopted.

Utility Notice Requirements [24 CFR 965.502]

GHA must give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and functions whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify the residents of the place where GHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

Reimbursement Payment

3. Utility reimbursement payments will be made on a monthly basis.
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.

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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 re-compute 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.**

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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 (c)].

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 in this policy and moved to an appropriate unit when one becomes available** [24 CFR § 966.4 (c)(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:

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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 .GHA will use current circumstances to anticipate income. GHA will calculate projected annual income by annualizing current income. Income that may not last for a full 12 months (e.g., unemployment compensation, teachers) will be calculated assuming current circumstances will last a full 12 months. If changes occur later in the year an interim recertification will be conducted to change the family's rent.

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.

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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.**

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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.

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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:

EQUAL HOUSING OPPORTUNITY

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.**

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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) **<u>For non-elderly families and elderly families without medical expenses:</u> 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) **<u>For elderly families with medical expenses</u>: 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.**

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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.**

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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 that 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. The Executive Director or designee will review and make decisions on all emergency transfers.
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. The Executive Director or designee will review and make decisions on all mandatory transfers. (**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 (l)(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 Rental Agreements

1. This section describes the Housing Authority's policies for the recovery of monies, which have been underpaid by families. It describes the methods that

   will be utilized for collection of monies and the guidelines for different types of debts. It is the Housing Authority's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the Housing Authority'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 family or interested parties.

2. When families as or owners owe money to the Housing Authority will make effort to collect it. The Housing Authority will use a variety of collection tools to recover debts including, but not limited too:
   - Request for lump sum payments

- Payment agreements
- Civil suits
- Credit bureaus
- Collection agencies: and/or
- Income tax set off programs

Repayment Agreement Policy

It is the policy of the Housing Authority that we will not provide rental assistance nor Public Housing to a family who has indebtedness to this Housing Authority until either the balance is paid in full or a Repayment Agreement has been executed. As a general rule a minimum down-payment of one third of the balance is required at the time the Agreement is executed. Monthly payment amount will be established after a review of all relevant family income information not to exceed 12 months.

14.5 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)**

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EQUAL HOUSING OPPORTUNITY

The Housing Authority of the City of Gary, Indiana

Public Housing Grievance Policy

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)

EQUAL HOUSING OPPORTUNITY

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 Housing Choice Voucher Program, or on the waiting list for either 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
4. Eligible applicants on the public housing or Housing Choice Voucher waiting list

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 completing 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 pursing 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.

3. Participants who do not complete the purchase of their home will not be refunded the balance in their Home Earned Payment Account (HEPA).

15.5 HOPE VI Public Housing Residents

The Duneland Village and Horace Mann HOPE VI mixed-income, mixed finance rental complexes are governed by a Management Plan that was adopted by the Gary Housing Authority and Duneland Village LLC, the owners of Duneland Village and Horace Mann Associates, L.P, and submitted to HUD as part of the evidentiary 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 and the Horace Mann HOPE VI site, the Management Plan is the governing document and takes precedence in cases where the terms differ.

Responsibilities to the owners

Pursuant to the agreements adopted by the Authority after negotiation with the site owner and approved by HUD, GHA must provide subsidy so that combined with the tenant's rent, the 49 public housing units and Duneland and the 45 public housing units in Horace Mann produce sufficient income to meet project needs.

Responsibilities to HUD

The Authority continues its responsibilities to HUD for the 94 public housing units in the two complexes. This included but is not limited to compliance with the program rules and regulations, reporting requirements, record keeping requirements, budget submissions, protecting the rights of the residents, and providing stewardship for all HUD funds funneled through the Authority to the units.

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 mobility impairment, continuous unobstructed paths that comply 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).**

EQUAL HOUSING OPPORTUNITY

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).

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).

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.)

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

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.

EQUAL HOUSING OPPORTUNITY

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).**

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)]**.

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).**

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 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; hemi 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.

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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)**.

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;

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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. 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).

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 that 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).

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).

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).

ATTACHMENT B
6.0 PHA Plan Element:
2 Financial Resources

GARY HOUSING AUTHORITY

2.0 FINANCIAL RESOURCES

SOURCES	PLANNED $	PLANNED USES
1. **Federal Grants (FY 2009 grants)**	$22,538,802	
a) Public Housing Operating Fund	7,641,329	
b) Public Housing Capital Fund	4,601,056	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	10,296,417	
Other Federal Grants (list below)	0	
ARRA Funds	0	
2. Prior Year Federal Grants (unobligated funds only) (list below)	1,394,559	
Capital Fund – 2009	1,374,559	Capital Needs
Capital Fund – 2008	0	
Capital Fund – 2007	20,000	Capital Needs
Capital Fund – 2006	0	
3. Public Housing Dwelling Rental Income	2,655,912	Public Housing Operations
4. Other income (list below)	114,633	
	5,122	Bad Debt Recovery
	13,746	Interest Income
	95,765	Insurance Dividend
4. Non-federal sources (list below)	**31,680**	
	31,680	Non-Dwelling Income
Total resources	$25,341,027	

ATTACHMENT B
6.0 PHA Plan Element:
#3 Rent Determination

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 5th 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 5th day of the month. After the 5th 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 5th 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 5th 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 5th 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 10th 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 B
6.0 PHA Plan Element:
#4 Operation and Management

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 1, 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, broker 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 indention'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.

E. Bed Bugs

1. GHA strives to make all units free of bed bugs.

2. Pest control services are contracted with a professional exterminating company for bed bugs. Existing resident dwelling units are exterminated monthly for all types of pest/rodents.

3. GHA strives to ensure that all bed bug training records and infestation records are properly maintained, and that bed bugs are a regular item

at staff and tenant meetings.

4. Routine bed inspections for bed bugs, vacuuming regimen; vacuum bag changes, treatment and disposal are conducted monthly. **See Attachment for Bed Bugs**.

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.

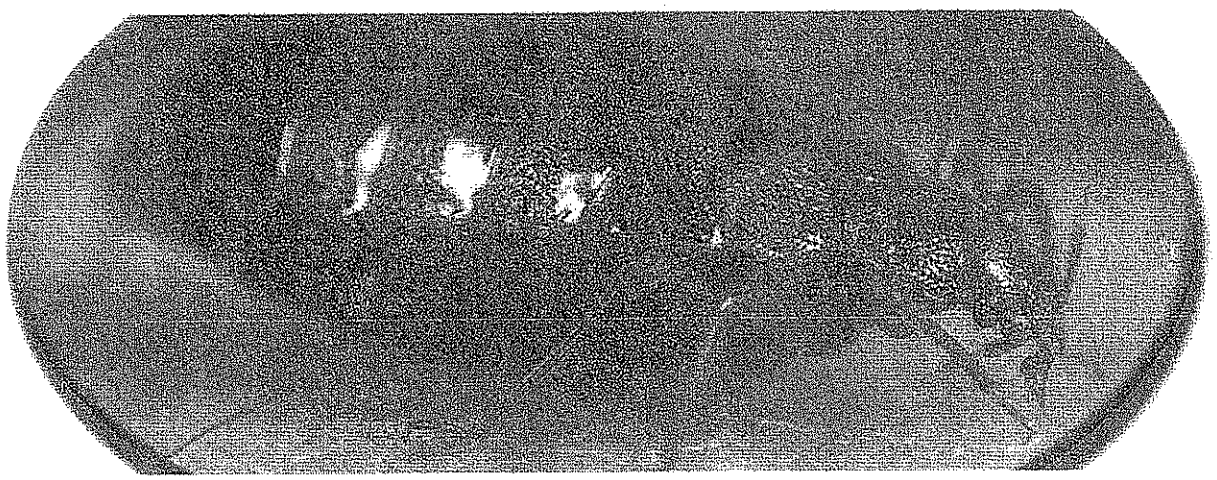
5. HOURS OF WORK AND SCHEDULES

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))***

GHA Bed Bug Management Policy

A Bed Bug Management Policy

Warning and Disclaimer
Every effort has been made to make this Management Policy as complete and accurate as possible, but no warranty or fitness is implied. The information provided is on an 'as is' basis. The author that developed this Management Policy shall have neither liability nor responsibility to any person, organization or entity with respect to any loss or damages arising from the information contained in this Management Policy.



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1. INTRODUCTION

This Bed Bug Management Policy was initially developed to assist community housing groups who were experiencing recurrent bed bug problems. However, the policy can aid any organization within the accommodation sector, be it the hospitality industry, student and staff lodgings, and/or public housing. For such organizations having a bed bug policy in place will ensure that the proper management processes are undertaken, which will increase the likelihood of a successful treatment, reduce the risk of bed bugs spreading over the long term, save money and potentially decrease the risks of litigation. This policy has been developed from "A Code of Practice for the Control of Bed Bugs".

2. RESPONSIBILITIES

The responsibilities of the main stakeholders in relation to bed bug management Include:

2.1. Facilities Management

- Implementation of this management policy,
- Ensuring that all control complies with the GHA Maintenance Policy
- Acting promptly to tenant reports and newly identified infestations,
- Contracting Pest Managers only who have specific training in bed bug desinsection.
- Documentation of the infestations,
- Education of tenants (especially to de-stigmatize bed bugs, raise the awareness of the signs of an infestation, and to ensure that tenants do not attempt control),
- Inspection and monitoring,
- Coordination of pest management,
- Liaising with Pest Managers as to requirements for room preparation,
- Informing Pest Managers of tenants with health problems (e.g. chemical sensitivities, respiratory issues, etc),
- Ensuring that all infested bedding and furniture earmarked for disposal is rendered unusable,
- Identification of risk behaviors for bed bug introduction and spread,
- To undertake bed bug risk minimization.

2.2. Tenant

- Minimizing clutter to reduce potential bed bug harborages,
- Maintaining a regular regimen of vacuum and bed linen laundering,
- Regular examination of bed and room for bed bugs,
- Prompt reporting of suspected bed bugs to management,
- Transporting of all laundry in sealed plastic bags.
- Not to attempt bed bug control,
- Prepare room for treatment according to the directions of the Pest Manager,
- Not to collect beds and furniture found on the street.

2.3. Pest Manager

- To develop a bed bug management plan for any infestation,
- To liaise with the Facilities Management.

3. EDUCATION & TRAINING

3.1. Training Aids

Each site should have access to a range of educational material for staff and tenant training. At a minimum this should include:

- In house bed bug procedural guidelines.

Other useful training aids include:

- Samples of dead bed bugs, preferably preserved in 70% ethanol,
- Images of bed bug activity from their own facility,
- Records of where bed bugs have been found in their own facility,
- Samples of infested mattresses and furniture (it is essential that these have been thoroughly disinsected and should be stored in a clear sealed bag, which remains unopened),
- Online training guides, e.g. The National Centre for Healthy Housing Integrated Pest Management Bed Bug course: www.healthyhomestraining.org/ipm/IPM_MFH_6_BedBugs_8-27-09.ppt,
- Further reading materials; see References (see Section 10).

3.2. Staff

There should be designated staff members at each site that have the responsibility of dealing with the bed bug infestations. Wherever possible, these staff should be trained externally via an Environmental Pest Managers Association (EPMA) curriculum approved workshop.

Such staff need to be trained in:

- How to identify bed bugs and signs of activity,
- Where to look for bed bugs,
- Tools to assist in bed bug inspections,
- Bed bug biology,
- How to handle and treat infested linen and items,
- How to conduct themselves in a bed bug infested room,
- Personal Protection Equipment (PPE) and its use,
- Documentation procedures,
- How to educate tenants and other staff to minimize possible bed bug exposure,
- A basic understanding of the control process,
- The proper disposal of infested items,
- Preventative measures,
- Tenant risk behaviors that could increase the chance of introducing or spreading bed bugs,
- What constitutes the inappropriate use of insecticides (e.g. insecticide 'bombs').

These staff should also be responsible for the continuing education of other staff members, ensuring that all bed bug training records and infestation records are properly maintained, and that bed bugs are a regular item on staff and tenant meetings. The designated bed bug expert should also be responsible for

ensuring that the relevant bed bug information is included in new staff and agency induction training.

For major accommodation chains and organizations, there should also be a designated bed bug expert. That person would have the responsibility of keeping up to date management policies, procedure manuals and training programs, and to provide continuing education. They should also have the task of auditing sites to ensure that training records, documentation and infestation record keeping have been maintained.

For other staff, there should be a bed bug component within staff induction. Information should include:

- What are bed bugs and how to identify them?
- The staff member/s designated to deal with bed bug infestations,
- An overview of the management processes,
- Where to find more information.

For sites with chronic bed bug infestations, a specific bed bug training module may need to be developed encompassing many aspects discussed herein. Presently no such module exists in Australia.

3.3. Tenants

Tenants need to be educated in the following:

- How to recognize bed bugs and their signs,
- Where to look for bed bugs,
- Laundering handling procedures (especially when an infestation is present),
- Procedural policies of the facility if bed bugs are detected or suspected,
- How to prepare the room for treatment by the Pest Manager,
- What not to do in an infestation (such as using insecticide bombs, which can spread an infestation and pose a fire risk),
- How to avoid bed bugs.

3.4. External Agencies

Those from external agencies who need to access bed bug infested rooms or areas, or may be inadvertently exposed to bed bugs, must be informed of the risk. Details of how they can minimize the risk of acquiring bed bugs should be in the induction training.

4. DOCUMENTATION

Documentation should include:

- Procedural guidelines,
- The recording of bed bug mitigation activities,
- The documenting of bed bug infestations and treatments.

Having procedural guidelines in place facilitates and directs control. This ensures that control is less ad hoc, thereby reducing the risk of the spread of the insect and decreasing management costs in the long-term. Proper documentation of actual and suspected infestations is a vital part of bed bug management. This provides evidence that procedures have been completed and undertaken in an appropriate order and fashion. All bed bug infestations should be recorded as an

incident report and/or logged into a specific database as described below. The following should be documented as part of the bed bug mitigation processes:

- Records of staff, agency and tenant training/educational programs,
- Routine bed inspections for bed bugs,
- If outside agencies had to enter an infested room and if they have gone through induction training,
- Vacuuming regimen: vacuum bag changes, treatment and disposal,
- Vacant room inspections,
- Full details of any bed bug infestation as described in the proposed database below,
- The Bed Bug Management Plan as provided by the Pest Manager (Section 6.5),
- The Pest Manager treatment report.

4.1. Database for Bed Bug Infestations

A standardized database should be used to document bed bug infestations. This has a number of advantages; it can help ensure that procedures are undertaken, it can help in the tracking of people and potential infestations, it can be used to review the procedures within a facility, and the economic impacts of bed bugs can be recorded. A proposed database with fields is presented in Section 9.

5. OCCUPATIONAL HEALTH & SAFETY

5.1. Staff Induction

The following OH&S matters specifically relating to bed bug management should be added to the OH&S induction of all new staff who may be called upon to deal with bed bug problems:

- How to conduct oneself in an infested room (avoid leaning or sitting on beds, take the minimum of equipment into the room, avoid placing items on the bed, etc),
- What PPE should be used?
- How, when and where PPE should be disposed of,
- How bed bug infested items should be handled,
- Manual handling processes (if for example, staff need to move beds and mattresses for inspection),
- How to disinfect ones own clothing, or items taken into an infested room,
- The limitations of the individual staff's duties (e.g. when a qualified trades person must be consulted).

5.2. Personal Protection Equipment (PPE)

PPE that should be available to staff includes:

- Disposable overalls,
- Disposable gloves,
- Disposable boot covers,
- Dust masks,
- Insect repellent (used in heavy infestations and should be applied to

clothing),
• Ziplock bags for holding disposable items after leaving the room,
• Durable plastic garbage bags (for quarantining large items, eg. clothing).

5.3. Disinsections Facilities

Each facility should provide the following for staff that have to deal with bed bug infestations;
• Hot water washing machine,
• Hot dryer,
• Plastic zip lock bags for potentially infested clothing or dissolvable alginate bags,
• Change room and clothes storage facility,
• Durable plastic garbage bags.

5.4. Material Safety and Data Sheets (MSDS)

A current MSDS for each insecticide used to treat the bed bug infestation should be kept and be available for staff and tenants if requested. These can be obtained from the Pest Management company that undertakes the treatment.

6. ERADICATION PROCESSES

6.1. Overview

The following principles must be adhered to:
• All bed bug control activities must be in accordance with the Bed Bug ,
• Management must act promptly (preferably the same day) in dealing with potential or actual bed bug infestations,
• All real or suspected bed bug infestations must be documented,
• Only licensed Pest Managers must be used, and they should provide evidence of external training on bed bug management.
• The Pest Manager must provide a Bed Bug Management Plan (see below),
• The procedures outlined below must be followed in the event of a suspected or confirmed bed bug infestation, as well as the procedures outlined pre and post-treatment, along with the preventative measures outlined in Section 7.

6.2. Bed Bug Inspection Kit

For staff who have the task of undertaking regular inspections for bed bugs, the following tools may be of assistance:
• PPE, as described above,
• A powerful torch, with spare batteries,
• A 10x magnifying lens (to inspect for live bed bugs and eggs),
• Collection bottles (for gathering bed bugs for later confirmation of identity, sticky tape can also be used for gathering bugs),
• Fine tipped forceps (for picking up bed bugs),
• Screwdrivers and spanners for dismantling items,
• An inspection mirror,
• Plastic bags (large and small) to hold bottles, tape, infested items, etc.,
• Notepad, for recording details of the infestation,

• Digital camera for recording infested sites (the digital images or printouts can also be used as educational material).

6.3. Suspected Bed Bug Infestation

If a tenant or a guest lodges a complaint suggestive of bed bug involvement, or if staff detect bed bugs or their signs, or if a medical practitioner has the suspicion that the cause of bites was bed bugs, then the following should be undertaken as a minimum:

• Any report of a possible bed bug infestation must be investigated and documented,

• Any tenant complaining and providing any form of evidence of bed bugs should be immediately moved to another room whenever possible,

• Management should document when the suspected infestation was reported, the room number, if and where the bed bugs were observed, and any adverse clinical reaction (e.g. whether bite marks were evident),

• The facility should attempt to collect bed bug specimens and have them identified by an appropriate expert, preferably an expert reference Medical Entomology laboratory. Bed bug specimens should be stored in a jar with a tight fitting lid sent live or containing just enough methylated spirits to wet the insects,

• If tenants develop a severe reaction to the bite, the facility management should encourage and assist the tenant to seek medical assistance. The facility management should never provide medical advice. Records of adverse reactions should be documented along with action taken,

• Management should demonstrate empathy with the tenant by explaining that bed bugs are becoming increasingly common throughout the entire accommodation industry, and that the facility now has strict policies in handling and responding to an infestation,

• The room should be inspected for bed bugs as soon as possible by appropriately trained staff or preferably a Pest Manager. If the room can not be inspected on the same day, then preferably it should be vacated until an inspection is undertaken.

6.4. Confirmed Bed Bug Infestation

In addition to the above procedures, the following should be implemented upon the confirmation of a bed bug infestation;

• If the tenant or guest has been moved to another room, then the second room should also be inspected and treated once the tenant has vacated (again ensuring all above procedures are documented),

• The washing of the tenant's or guest's clothing in hot water prior to room reallocation may help to reduce the risk of further spreading bed bugs,

• In the event of a confirmed bed bug infestation, the facility should provide information to the tenant or guest on how to avoid spreading bed bugs to others,

• If there is any suspicion that others may have stayed in the infested room (either prior to the current tenant moving in or since) then they should be

contacted by management about the infestation,
• If the tenant regularly visits friends or family or has a career in other properties, or has recently moved, then these facilities should be informed of the activity (assuming no privacy laws are violated).

6.5. Bed Bug Management Plan

A Bed Bug Management Plan must be provided to the facility for the treatment of all bed bug infestations by the Pest Manager. This can also serve as the service contract. The plan sets out the pest control processes by detailing the work to be undertaken. It must be stated up front that the aim of the treatment is to achieve complete eradication of the infestation. Following an initial site assessment, the Bed Bug Management Plan should include:
• The findings of the initial assessment (e.g. where bed bugs were evident, the degree of the infestation, and photographs where possible),
• The treatment process. This would include:
- estimated treatment commencement date and a time frame for the treatment process,
- estimated number of treatments required to achieve eradication,
- non-chemical means of control,
- insecticides to be used (and MSDSs as required),
- where the insecticides will be physically applied,
- times when the client needs to vacate the premise and can re-enter,
- any client duties prior to and after treatment (such as the placement of a mattress cover over insecticide treated mattresses).
• The requirements for follow up inspections and treatments,
• Warranties, limitations and restrictions,
• Period of validity of the plan and quote,
• The charge for the treatment.
In the plan, it must be stated that inspection of adjoining rooms (both vertically and horizontally) should be undertaken. The Bed Bug Management Plan should explain clearly the organization's responsibilities and include authorized signatures stating when they will carry out any recommendations made by the Pest Manager.

6.6. Pre-Treatment

Prior to treatment, but following the inspection by the Pest Manager, the following should be undertaken if agreed to by the Pest Manager:
• All bed linen, curtains and clothing must be removed from the infested areas. It is essential to handle all such items as infectious; they must be bagged before removal from the room and washed in the hottest water possible (>55°C) and/or dried in a hot-air clothes drier. Alginate bags are preferable for infested linen, as the bags with the linen enclosed can be placed directly into the washing machine and the bags will dissolve. This reduces

extra handling of infested linen and reduces potential cross-contamination in laundry facilities. Delicate items can be placed into a freezer after bagging. If a linen contractor is used, then all potentially infested linen must be kept isolated, with instructions to wash separately in hot water,
• Likewise, all wardrobes, drawers and cupboards must be emptied and the contents treated as above. After clothing and materials have received the heat treatment, these should not be returned to wardrobes but kept sealed in plastic bags until the infestation is eliminated,
• All wall hangings including framed picture and photographs, posters, flags, etc., need to be removed and decontaminated,
• All loose articles must be removed from the floor,
• Cover up any fish tanks (if any are present in the rooms) or preferably remove them from the room to be treated,
• Tenants must vacate the premises and/or area of treatment,
• For infested rooms, the room must be kept closed upon bed bugs being detected until the infestation is declared eradicated,
• If possible, the Pest Manager should be provided with a plan of the building so that the location of all bed bug infestation/s can be recorded and that all adjoining rooms are inspected and, if necessary, treated. A copy should be kept by management,
• If the infestation is exceptionally heavy and the room cluttered, then all items will need to be treated, or else discarded. To treat the items it will be necessary to bag all items so that they can be taken to a fumigation facility, or treated by heat. None of the items should be returned until the infestation is declared eradicated.

6.7. Post-Treatment

The following should be undertaken post-treatment:
• Occupants should be encouraged not to re-enter the treated area until after the chemical has completely dried. Refer to insecticide label instructions for re-entry period,
• The floors and upholstered furniture should not be vacuumed for at least 12-14 days after the final treatment so that the residual insecticides are not removed,
• The room should be kept vacant until the Pest Manager declares the area free of bed bugs in a follow-up visit. As the eggs take 10-12 days to hatch (at 22-25$_{o}$C ambient temperature), this should be the minimum period for any follow-up visit. However, in heavy infestations more than one follow-up visit will be required before bed bug elimination can be assured,
• All past signs of the infestation should be removed, such as dead bugs and the blood spotting on walls and mattresses, to avoid future confusion,
• Preventative measures should be undertaken as outlined below.

Any report from the Pest Manager should be attached to the incident report or linked to the Bed Bug Database. The Pest Manager report must include details of the treatment regimen and the insecticides used, if different to the Bed Bug

Management Plan.

7. PREVENTATIVE MEASURES

7.1. Overview

Bed bug prevention is essentially about risk reduction and harm minimization. Each facility should have a multidisciplinary approach to prevention with various strategies against the four main phases of a bed bug infestation. The most important aspect in relation to bed
bug risk management is prompt action.

7.2. The Traveller

Advice should be given to tenants on avoiding bed bugs while staying away and reducing the risk of introducing the insects into the facility. This includes checking beds and storing unpacked luggage in plastic bags.
If there is a suspicion that the tenant may have been exposed to bed bugs while travelling, then the following should be undertaken;

- On return back to the facility, luggage should be inspected and kept isolated from the bedroom (such as in a storage area that can be readily treated),
- If kept in the room, then luggage should be stored in plastic bags, and the facility should provide these to the tenant,
- All clothing should be hot washed and/or dried on the hot cycle of a clothes dryer for a minimum of 30 minutes,
- If there is any possibility an infestation may have been acquired, then a Pest Manager should be contacted immediately,
- Document the incident and the management action as an incident report as discussed above.

7.3. New Tenant Intake Procedures

There should be an intake procedure for new tenants whereby they are interviewed and asked if they may have been exposed to bed bugs at their previous location. If they have had exposure or deny this yet have possible bed bug indications (e.g. obvious bites on the body or spotting on furniture), then those disinfection procedures described in the previous section should be undertaken.

7.4. Second Hand Furniture (Section 19.4)

If feasible, second hand furniture should be banned. If not, then such furniture should be thoroughly inspected by an appropriate expert before being placed into rooms.

7.5. Linen & Bedding (Section 19.5)

All linen should be laundered in hot water and hot dried.

7.6. Room Furnishings & Room Construction (Section 19.6)

All furnishing and construction elements should be 'bed bug unfriendly', i.e. of materials that are smooth and contain few cracks and crevices. For example:

- Avoid using wicker furnishing and MDF materials,

- Avoid having fixed cupboards,
- Avoid fixed bed heads,
- Render and paint walls that are open brickwork,
- Have linoleum or tiled floors rather than carpet.

7.7. Ongoing Maintenance (Section 19.7)

All cracks and crevices should be sealed, and loose wallpaper removed or reglued.

7.8. Bed Design (Section 19.8)

All beds that are newly purchased should be constructed of metal without springs. Ensemble bases should be avoided.

7.9. Mattress Design and Mattress Encasements (Section 19.9)

Mattresses without edge beading should be used, with the alternative being the use of bed bug mattress encasements.

7.10. Hygiene (Section 19.10)

There should be a regular documented vacuuming regimen to all areas within the facilities, including both common areas and tenant rooms. If tenants seem unable or unwilling to comply, especially in bed bug prone facilities, then management should ensure vacuuming is undertaken in their rooms.

The vacuums should be the type with a disposable bag, which must be routinely changed, sealed and disposed of in a sanitary manner. The vacuum appliance when not in use should be stored to minimize the risk of bed bug transfer.

7.11. Risk Assessment (Section 19.11)

All past infestations should be analyzed to examine for patterns or behaviors that may assist in the identification of new or potential infestations. High risk tenants should be located within the facility where the risk of bed bug spread is the lowest (e.g. at the end of the building).

7.12. Linen Handling (Section 19.13)

When linen is laundered externally, it is important that the linen is bagged within the tenant's room, and the used linen is stored in a bed bug 'unfriendly' area and away from the clean linen. The used linen hopper should be of a construction that can help contain bed bugs and is easy to decontaminate (e.g. solid metal or plastic).

7.13. Pest Inspections (Section 19.14)

In facilities with ongoing bed bug infestations, there should be regular documented bed inspections. The frequency of inspections would depend on the level of activity and modified according to the rate of new infestations. All vacated rooms should be thoroughly inspected before re-leasing.

7.14. Destruction of Infested Items (Section 19.15)

All infested beds and furniture earmarked for disposal must be labeled as 'Bed Bug Infested' and rendered unusable before disposal.

8. MEDIA

For each facility, all media enquires should be directed to and handled by a designated media liaison officer who should be familiar with bed bugs, the facilities management policy. (notably especially Section 8.2 – Customer Relations – Housing Industry). No other staff should speak with the media. If the media liaison officer is unavailable, then media enquires should be directed to the Executive Officer of the facility.

Generic press releases should be prepared for a rapid media response. Information would include, that the world is in the grip of a bed bug pandemic, infestations are not uncommon in the Housing industry, the organization has or is in the process of developing management policies to deal with any infestation, and that staff are sympathetic and proactive in assisting tenants and guests in resolving the problem.

GLOSSARY

Alginate Bags – Dissolvable laundry bags used for handling infectious bedding.
Bed bug/s – Either the Common bed bug (Cimex lectularius) or the Tropical Bed bug (Cimex hemipterus).
Bed Bug Elimination – The inspection and treatment have been undertaken according to the CoP and no living bed bugs were detected in the final inspection.
Bed Bug Friendly – Any item, material (e.g. wood, chipboard, cane, unsealed brick work, etc) or dwelling that contains numerous cracks and crevices, and provides a multitude of bed bug harborages.
Control – In the context of this policy, primarily implies the elimination of a bed bug infestation. In some contexts, control also includes bed bug management and prevention.
Disinsection – The process of eliminating an insect infestation.
Facilities Manager – In the context of this policy, is the overall manager of the accommodation facility.
Fumigation – The process of using a fumigant, which are gaseous insecticides. Due to the highly toxic nature of fumigants, they can only be used by pest managers with a fumigation license. Fumigation is rarely undertaken for bed bug control at the site of the infestation.
Guest – In the context of this policy, the term is used for any individual staying within any form of accommodation, excluding those privately owned (i.e. homes, units).
Harbourages – Places where bed bugs hide.
Housekeepers – Includes staff responsible for hotel maintenance and cleaning.
IPM – Integrated Pest Management is a multidisciplinary approach to pest management with the main aim being to maximize the control of insect infestations by the use of multiple methods. IPM is based on the proper identification of the pest, knowledge of the pest's ecology, non-chemical means of control and the judicious use of insecticides.
MSDS – Material Safety Data Sheet.
Pest Manager – A person licensed to undertake pest management services under relevant State Legislation, and who undertakes a bed bug treatment. Note that this name varies across the country with the different State Legislative Acts.
PPE – Personal Protection Equipment; this includes gloves, facemasks, overalls, dust masks, etc.
Residual Application – The process of applying insecticide to a surface such that an insect will contact the insecticide when it walks on the treated surface.
Socially Disadvantaged – People who for whatever reason are unable to control their own circumstances.
SPs – Synthetic parathyroid insecticides.
Topical Application – The process of applying insecticide directly at the insect (as opposed to 'residual application').

Attachment B
6.0 PHA Plan Element:
5 Grievance Procedures

Grievance Policy

General

The Gary Housing Authority (GHA) shall provide Residents of Public Housing the opportunity to an effective and efficient settlement of a grievance against the Housing Authority, its agents and/or its employees, in accordance with the following policy and procedures. The GHA Grievance Policy as stated herein, sets forth the requirements, standards and criteria for Residents and GHA to utilize in the settlement of disputes. This policy shall be provided to all Residents upon execution of a Residential Lease Agreement and shall be incorporated as part thereof.

Applicability

The Gary Housing Authority shall respond to any dispute 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.

Disputes

The Grievance Policy shall not be applicable to 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.

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 Residential Lease Agreement of other GHA policies, rules and regulations which adversely affect the individual tenant's rights, duties, welfare or status.

- **Complainant** – the head or co-head of a household whose grievance is presented to GHA in accordance with the procedures outlined in this policy.

- **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)

- **Due Process Determination** – a determination by the U. S Department of Housing and Urban Development (HUD) that the laws of the jurisdiction (Indiana) require that the tenant be given an opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

- **Hearing Officer** – a person selected in accordance with federal regulations and the procedures stated below, to hear grievances and render a decision with respect thereto.

- **Hearing Panel** – a panel selected in accordance with federal regulations and the procedures stated below, to hear grievances and render a decision with respect thereto.

- **Tenant** – the head or co-head as designated on the Residential Lease Agreement who resides in the dwelling unit or, if no such person now resides in the unit, an adult who resides in the unit and is the remaining member of a tenant household.

PROCEDURES

General

Residents are encouraged to bring to the attention of GHA personnel at the site where the Resident resides; any issues which they feel adversely affect their tenancy. GHA staff will make every effort to resolve any differences orally, prior to initiation of the Grievance Policy. If an issue is not resolved to the satisfaction of the Resident, the head or co-head of the household, may invoke the Grievance Policy through compliance with the following procedures.

Informal Settlement Of Grievances

The grievance shall be personally presented, in writing, to GHA, at the office of the development in which the resident resides, within ten (10) days of the action or failure to act, which the resident is disputing. A grievance request form shall be available at all development offices and utilized by Residents to initiate the Grievance Procedures.

Upon presentation of the grievance request form, GHA site personnel shall date stamp said form. The Site Manager will review the request, assuring that the Grievance Policy applies to said request. If the request involves any of the exclusions identified above, the Site Manager will notify the Resident in writing within five (5) days from receipt of the request for a grievance that the grievance is not subject to GHA's Grievance Policy.

If the request is subject to GHA's Grievance Policy, the Site Manager shall arrange an informal interview with the resident, within ten (10) days from the date of receipt of the request, to discuss the grievance and attempt to settle it without a formal hearing. At the informal interview, the Site Manager shall make every attempt to settle the dispute to the satisfaction of both parties.

A summary of such discussion shall be prepared within twenty (5) days from the date of the informal interview. This summary shall contain the following information:

- names of the participants in the interview;
- date of the meeting;
- the proposed disposition of the grievance;
- the justification for the disposition action;
- the right of the Resident to request a formal hearing if they are not satisfied with outcome of the informal meeting.

A copy of the summary shall be given to the resident, and one retained in the file at the development where the tenant resides.

Grievance Hearings

Procedures to Obtain a Hearing

Upon receipt of the summary of the informal meeting discussed above, the tenant may request a hearing if they were not satisfied with the decision of the Site Manager. Such request must be submitted in writing to the development management office within ten (10) days after receipt of the written summary or within thirty (30) days after the filing of a grievance. The written request shall specify (1) the reasons for the grievance and (2) the action or relief sought.

Selection of Hearing Officer

A hearing officer shall be appointed by GHA in accordance with the following guidelines:

- The hearing officer shall be an impartial party or parties and shall be someone other than the person who made or approved the GHA action under review or a subordinate of such person.

- GHA shall consult with the Resident Advisory Group (RAG) before appointment of each hearing officer and notify each Resident Council of such appointment.

- Any comments or recommendations submitted by resident councils shall be considered by GHA before the appointment of a hearing officer.

- Once appointed, each hearing officer may continue to hear subsequent grievances without further consultation with Resident Councils. However, each resident organization shall have the right to submit written objections to GHA concerning the propriety of any hearing officer continuing to hear GHA grievances.

- Any such objection by a Resident Council shall be considered by GHA and written response given to each resident organization regarding the disposition of such objections.

In addition to the foregoing, any Complainant may request the removal of the hearing officer assigned to hear the Complainant's grievance upon demonstrating that the hearing officer is not impartial or will not afford the resident a fair hearing, and to request GHA's Executive Director to order a new hearing if the request for removal is improperly denied by GHA.

Failure to Request a Hearing

If the Complainant does not request a hearing in accordance with this section, then DHC's disposition of the grievance under Section III shall become final. The failure to request a hearing shall not constitute a waiver by the Complainant of his right thereafter to contest DHC's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisite

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section. If the Complainant shall show good cause why he failed to proceed in accordance with Section III to the hearing officer, the provisions of this subsection may be waived by the hearing officer.

Scheduling Of Hearings

Upon Complainant's compliance with paragraphs A, D and E of this section, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the Complainant and DHC. A written notification specifying the time, place and procedures governing the hearing shall be delivered to Complainant and Complainant's representative if DHC has been notified that the Complainant will have a representative at the hearing and the appropriate DHC official. The hearing shall take place not later than ninety (90) days after presentation of the written request for hearing. If the hearing is not conducted within such ninety (90) day period, or by such later date as may be requested by the Complainant in writing, then the grievance shall be resolved in accordance with the position stated by the Complainant in the written request for hearing. Any grievance resolved in the Complainant's favor as a result of DHC's failure to schedule a hearing in accordance with this paragraph shall be final and binding upon DHC, and no appeal will be permitted therefrom.

PROCEDURES GOVERNING THE HEARING

The hearing shall be held before a hearing officer.

The Complainant shall be afforded a fair hearing which shall include:

- The opportunity to examine before the grievance hearing any DHC documents, including records and regulations that are directly relevant to the hearing. The Complainant shall be allowed to copy any such document at Complainant's expense. If DHC does not make the document available for examination upon request by the Complainant, DHC may not rely on such document at the grievance hearing.

- The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person makes statements on the Complainant's behalf.

- The right to a private hearing unless the Complainant requests a public hearing.

- The right to present evidence and arguments in support of Complainant's complaint, to controvert evidence relied upon by DHC or project management, and to confront and cross-examine all witnesses upon whose testimony or information DHC or project management relies; and

- A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

If the Complainant or DHC fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party has waived his right to a hearing. Both the Complainant and DHC shall be notified of the determination by the hearing officer. A determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest DHC's disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter DHC must sustain the burden of justifying DHC's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the Rules of Evidence applicable to judicial proceedings. The hearing officer shall require DHC, the Complainant, counsel and other participants or spectators to conduct themselves in orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate, in the sole and absolute discretion of the hearing officer.

The Complainant or DHC may arrange, in advance at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

If the Complainant has given DHC advance notice of the Complainant's need for accommodation as a person having disabilities, DHC shall provide reasonable accommodation for such person so as to permit that person to participate in the hearing. Reasonable accommodation shall include, but shall not be limited to, qualified sign language interpreters, readers, accessible locations, or attendants. If the Complainant is visually impaired, and has given advance notice to DHC of such impairment, any notice to Complainant which is required under this grievance procedure shall be in an accessible format.

HEARING PROCEEDINGS

Because the grievance procedure is not a judicial proceeding, it shall not be necessary for any of the witnesses to be sworn. However, to ensure the integrity of the proceedings, all witnesses

shall be cautioned that they are expected to tell the truth, the whole truth and nothing but the truth.

OPENING STATEMENT: Both the Complainant, or Complainant's representative, and DHC shall be afforded a maximum of five (5) minutes for opening statements.

PRESENTATION OF EVIDENCE AND WITNESSES:

COMPLAINTS UNRELATED TO PROPOSED EVICTIONS:

COMPLAINANT: At the onset of the hearing, it will be the Complainant's responsibility make a showing of an entitlement to the relief sought. During this time, all evidence shall be presented, and witnesses called.

Upon completion of the testimony, DHC shall have an opportunity to cross-examine the witnesses of the Complainant. Upon completing the cross-examination, the Complainant shall be afforded an opportunity to present redirect testimony.

Upon completion of the redirect testimony, the hearing officer shall be afforded an opportunity to ask questions to clarify information.

Once the testimony of the Complainant is completed, it will then become the responsibility of DHC to sustain the burden of proof in justifying the action against which the complaint is directed. During this time, all evidence shall be presented and witnesses called.

Upon completion of the testimony, the Complainant shall have an opportunity to cross-examine the witnesses of DHC. Upon completing the cross-examination, DHC shall be afforded an opportunity to present redirect testimony.

Upon completion of the redirect testimony, the hearing officer shall be afforded an opportunity to ask questions to clarify information.

COMPLAINANT: Once the testimony of DHC is completed, the Complainant may call rebuttal witnesses who shall testify as described under Section C (1) (a).

COMPLAINTS INVOLVING EVICTION OR OTHER ADVERSE ACTION

Where the complaint concerns DHC's notice of termination of tenancy or other adverse action, DHC shall present its evidence first. The hearing shall proceed generally as described above, and DHC shall have the right to call rebuttal witnesses.

CLOSING ARGUMENT: After all evidence and witnesses have been presented, each side shall be afforded a maximum of ten (10) minutes for closing arguments. Closing argument shall be presented first by the party presenting its evidence first. There shall be no rebuttal argument allowed.

DECISION OF THE HEARING OFFICER

The hearing officer shall prepare a written decision, together with the reasons therefore, within ten (10) days after the hearing unless such time is extended by agreement of the Complainant and DHC. A copy of the decision shall be sent to the Complainant and DHC. DHC shall retain a copy of the decision in the Complainant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by DHC and made available for inspection by a prospective Complainant, his representative, or a hearing officer. In the event the hearing officer shall not prepare a written decision within ten (10) days as required by this paragraph, the Complainant may, at his election, be afforded a new hearing before a new hearing officer, or serve written notice upon DHC that a written decision has not been issued in accordance with the provisions of this paragraph. If the Complainant elects to invoke his right to a new hearing, DHC shall schedule such hearing within ten (10) days. DHC's failure to conduct a hearing within such ten (10) day period shall result in a disposition of the grievance in favor of the Complainant in accordance with the Complainant's written request for hearing. If Complainant elects to give written notice of the hearing officer's failure to prepare a written decision, and such failure shall not be corrected within ten (10) days of the receipt by DHC of such written notice, then the Complainant's grievance shall be resolved in favor of the Complainant as stated in the Complainant's written request for hearing.

The decision of the hearing officer shall be binding on DHC which shall take all actions, or refrain from any actions, necessary to carry out the decision within forty-five (45) days from the date thereof unless DHC's Executive Director determines and notifies the Complainant within the forty-five (45) day period of its determination, that

The grievance does not concern DHC action or failure to act in accordance with or involving the Complainant's lease or DHC regulations, which adversely affect the Complainant's rights, duties, welfare or status;

The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and DHC.

A decision by the hearing officer or DHC Board of Members in favor of DHC or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Attachment B
6.0 PHA Plan Element:
#6 Designated Housing for Elderly and Disabled Families

6.0 PHA Plan Element #6 – Designated Housing for Elderly and Disabled Families

The Gary Housing Authority will likely not apply for designation of housing for elderly and disabled families during the FYB 2011.

ATTACHMENT B
6.0 PHA Plan Element:
#7 Community Service and Self-Sufficiency

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 form50058 Section 3q-Meeting the community service requirement includes:

[ ] Yes [ ] No [ ] Pending [ ] Exception [ ] N/A

ATTACHMENT B
6.0 PHA Plan Element:
#8 Safety and Crime Prevention

CITY OF GARY HOUSING AUTHORITY

Protective Services Department

COMPREHENSIVE SECURITY PLAN

GOAL : **To ensure the physical safety of tenants, visitors and staff and to prevent any harm to life or loss of property.**

OBJECTIVE : **To effectively manage the security of tenants, visitors, staff and other persons conducting routine business at the Gary Housing Authority. The primary objectives are:**

1. **Compliance with Federal, State, local laws and ordinances.**
2. **Promptly identifying security risks and taking appropriate action to eliminate or reduce risk to an acceptable level.**
3. **Immediately reporting and investigating security incidents**
4. **Immediately responding to situations that are considered dangerous to life or create a threat to property.**
5. **Identify high risks and implement the appropriate action to eliminate or minimize security risks.**
6. **Keep tenants and staff informed of any security risks that may threaten their lives and that of property.**

STRATEGY : **Implementation of efforts to carry out our goals and objectives include the following key areas:**

1. **Safety and security enhancement**
2. **Tenant lease enforcement**
3. **Lease enforcement partnership**
4. **Security systems – Tracking and prevention**
5. **Internal risks**
6. **Community Policing**

SAFETY AND SECURITY ENHANCEMENTS

The Gary Housing Authority has used cameras to deter inappropriate behavior and assist in criminal investigations at all of the Senior Citizens High Rise buildings. To enhance security, future plans must include the placements of cameras on each floor of each building and in locations where we now realized additional coverage in "blind spots" are needed. Installation of additional electronic equipment is recommended that would allow supervision to monitor each building via a desktop computer from remote locations.

THE PLAN :

1. **Update electronic equipment as the industry makes improvements**
2. **Train security officers to utilize the equipment to monitor the building**
3. **Add cameras in strategic locations that are currently uncovered**

The keyless entry system utilized by tenants must be enforced to prevent entry of undesirables that are not under lease. It is very important to deactivate lost key fobs and a new key fob issued to the tenant in a very short period of time. Such immediate action will prevent the unauthorized entry of persons with criminal intent.

THE PLAN :

1. **Maintain current records of tenants receiving key fobs**
2. **Loss/stolen, or in event of death, key fobs must be deactivated immediately.**
3. **Enforce the use of the key fob by tenants and instruct on proper usage.**
4. **Security officers must refrain by passing key fob system and opening doors for tenant entry.**

Sex offenders have infiltrated some of our properties. A continuous scanning of the local Sex Offender Registry has assisted in identifying the offenders. Tenants that allow these individuals to reside in their homes and not complying with the lease agreement and that of State laws will be processed according to the agreement in their lease that was violated.

THE PLAN :

1. **Post photos of registered sex offenders that reside in the immediate area for tenant alert.**

2. **Train tenants on what to do if a sex offender is seen on GHA properties.**

3. **Managers trained to utilize the local Sheriff's internet sex registry to be informed.**

4. **Partnership with local police to train the youth on what to look for in suspicious people. Programs such as "Danger Stranger".**

TENANT LEASE ENFORCEMENT

The head of household is responsible for a crime-free household, regardless of whether he/she is personally engaged in the prohibited drug, alcohol abuse or any criminal activity. Eviction proceedings will be taken against members of a household engaged in any form of criminal activity. The tenant, any member of the household, or guest under the control of the tenant will be held responsible for any lease violation. To assist management with this enforcement, security personnel will provide the manager with official police documentation relevant to a tenant's criminal activity when requested or discovered.

THE PLAN :

1. **Managers must maintain a current "No Trespass List" of persons prohibited from entering GHA property due to prior criminal activity, drug related acts of any other reasons deemed necessary to maintain a tranquil environment for tenants and staff.**

2. **To eliminate any disorder that may lead to a lease violation, managers are encouraged to participate in conflict resolution.**

LAW ENFORCEMENT PARTNERSHIP

The Gary Housing Authority has successfully formed a partnership with the Gary Police Department. This partnership has developed into creating a safe environment for both tenants and employees to live and work. Information must continue to flow between the two agencies to remain in compliance with HUD rules and regulations in the screening for drug abuse and other criminal activities. To enhance this partnership, regular scheduled meetings will be planned to share information and to strategically plan the eradication of those that threaten the safety of our tenants through a cooperative effort that requires police action or by using the eviction process for lease violators.

THE PLAN :

1. **Gary Housing Authority and Gary Police Department working together to maintain police presence to deter criminal activity through regular patrolling in areas identified as a high risk of criminal activity.**

2. **Improve exterior lighting at front and rear doors of tenant living quarters.**

3. **More lighting in areas identified as a high risk of criminal activity and repair immediately when burned out or broken out.**

4. **Remove graffiti immediately when discovered.**

5. **Implementing Community Oriented Policing Strategies**

SECURITY SYSTEMS : TRACKING AND PREVENTION

The Protective Services Department is responsible for collaborating with local law enforcement to track and report criminal activity. Such strategy will be prepared and present to the Board of Commissioners on a monthly basis. This information can also be shared with Property managers to track and identify at risk issues and develop solutions.

THE PLAN : (Tracking)

1. **Maintain statistical reports that identify criminal activity at each site. Identifying new problems and updating old ones.**

2. Crime statistics shall be collected on each property site to establish a baseline of criminal activity.

3. Statistics will be collected identifying major crime categories.

4. Crime statistics will be collected from relevant local law enforcement and reported.
5. Modifications to the Security Plan will be made to address at risk issues in order to reduce the risk to an acceptable level or complete elimination.

THE PLAN : (Prevention)

1. Introduce at risk tenants to sport, educational and other supportive activities.

2. Collaborate with local law enforcement to provide training in domestic violence, drug and alcohol abuse, child abuse and self knowledge.

INTERNAL RISKS

To combat any internal risks and protect electronic devices, records and employees, the following measures must take place. It will be the responsibility of the Protective Services Department to assist any other department in addressing an internal risk.

1. Terminated or suspended employees must return all records in their possession including all such information that may be stored in a computer, other portable device or media, and in files, or paperwork.

2. Terminated or suspended employees' physical and electronic access to information must be immediately deactivated.

3. Terminated or suspended employees will be required to surrender all keys, identification badges, access codes and business cards that permit access to GHA's properties and files.

4. **Voicemail access, e-mail access, internet access and passwords must be disabled immediate**

5. **Employees are encouraged to report any suspicious or unauthorized use of GHA records, files or related information.**

COMMUNITY POLICING STRATEGIES

The Vacancy Reduction Security Program has brought about interaction between police officers and tenants. While the officers are on foot patrols checking units during the renovation process, dialog between the two has formed a partnership. The officers' presence has given the perception of safety and the tenants respond by providing information of criminal activity. Community Policing is a philosophy that has three important elements within its dimension. They are citizen input, a broadened function and personalized service. A broadened police function means expanding responsibility into areas such as order maintenance and social services as well as protecting and enhancing the lives of juveniles, the elderly and the disabled. The end results will be a safe and tranquil place to live and work. Our tenants will began to work with us through trust in maintaining clean, affordable and renovated housing.

THE PLAN :

1. **Establish a permanent police patrol program after Vacancy Reduction Program is completed to maintain the partnership.**

2. **The same officers must be assigned to the same development each work day, maintaining direct contact with tenants and forming partnerships.**

3. **Identify stakeholders in the developments. Share visions.**

4. **Officers assigned to permanent patrol duty will attend / schedule meetings with tenants allowing tenant input.**

5. **Assist the youth in participating in athletics, cultural, education and self help programs.**

6. **Provide training in domestic and family violence to tenants and any other issues that affect the perceptions about the quality of their lives.**

7. **Reduce criminal activity to an acceptable level and eliminate drug related crimes through a partnership between tenants and police officers.**

ATTACHMENT B
6.0 PHA Plan Element:
#9 Pets

GARY HOUSING AUTHORITY
PET POLICY

(a) **Ownership Conditions.** A resident of a dwelling unit may own one common household pet or have one common household pet present in the dwelling unit of such resident, subject to the reasonable requirements of the Gary Housing Authority, if the resident maintains a 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 a pet, a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered, or both;

(2) 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;

(3) Restrictions or prohibitions based on size and type of building or project, or other relevant conditions;

(4) Registration of the pet with the Gary Housing Authority developments Management Office, and

(5) 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 IX (P) of the Lease Agreement signed by _____
Hereinafter refer to as Tenant states, that Assistive animals are allowed in all public housing facilities with no restrictions except those imposed on the peaceful enjoyment of their neighbors. Other animals are allowed only in accord with GHA's Pet Policy.

A pet 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 excrement 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 B
6.0 PHA Plan Element:
#10 Civil Rights
Certification

Civil Rights Certification

Annual Certification and Board Resolution

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 Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program 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.

Gary Housing Authority	IN001
PHA Name	PHA Number/HA Code

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	Michael A. Brown	Title	Chairman
Signature	Michael A Brown	Date	11-22-2010

ATTACHMENT B
6.0 PHA Plan Element:
#11 Fiscal Year Audit

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

FINANCIAL STATEMENTS

AND

REPORTS OF INDEPENDENT AUDITOR

(With Supplemental Information Schedules)

FOR THE YEAR ENDED MARCH 31, 2008

PREPARED BY:

CRWilliams Buchanan & Associates, LLC
Certified Public Accountants
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Gary, Indiana 46406
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THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

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INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
The Housing Authority of the City of Gary, Indiana
Gary, Indiana

HUD, Indianapolis Field Office
151 North Delaware
Indianapolis, Indiana 46204

We have audited the accompanying financial statements of the proprietary fund and the blended component units of The Housing Authority of the City of Gary, Indiana ("the Authority") as of and for the year ended March 31, 2008, which collectively comprise the Authority's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audit.

Except as discussed in the following paragraph, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

We did not observe the beginning physical inventory (stated at $413,058) taken as of March 31, 2007, since that date was prior to our initial engagement as auditors for the Authority, and the Authority's records do not permit adequate retroactive tests of inventory quantities.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary in the statement of revenues, expenses, and changes in net assets, and the statement of cash flows, had we been able to observe the physical inventory taken as of March 31, 2007, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the Authority as of March 31, 2008, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards,* we have also issued our report dated December 28, 2008, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards*, and should be considered in assessing the results of our audit.

The management's discussion and analysis on pages 2 through 7 is not a required part of the basic financial statements, but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquires of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The Financial Data Schedules and the Statement and Reconciliation of Actual Program Costs and Advances are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for the purposes of additional analysis as required by the U. S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* and is also not a required part of the basic financial statements of the Authority. The Financial Data Schedules, Statement and Reconciliation of Actual Program Costs, and Schedule of Expenditures of Federal Awards have been subjected to auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated, in all material respects, in relation to the basic financial statements, taken as a whole.

CRWilliams, Buchanan, & Associates, LLC
Gary, Indiana
December 28, 2008

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
MANAGEMENT'S DISCUSSION AND ANALYSIS
AS OF MARCH 31, 2008

As management of Gary Housing Authority (the Authority), we offer the readers of the Authority's basic financial statements this narrative overview and analysis of the financial activities for the year ended March 31, 2008. We encourage readers to consider the information presented here in conjunction with the basic financial statements.

FINANCIAL HIGHLIGHTS

- The net assets of the Authority exceeded its liabilities by $67,278,081.
- Unrestricted net assets and restricted net assets were $10,546,649.
- Total operating revenue was $25,666,520; broken down as follows:

Tenant Revenue	$	3,012,997
HUD Operating Subsidy-PH		8,030,841
HUD-HAP Housing Choice Vouchers		8,492,682
HUD Grants		5,139,931
Other Operating Income		990,069
Total Operating Income	$	25,666,520

OVERVIEW OF FINANCIAL STATEMENTS

The basic financial statements included in this annual report are those of a special-purpose government engaged in a business-type activity. The following statements are included:

- Statement of Net Assets – reports assets and liabilities and provides information about the nature and amounts of investment of resources and obligations to creditors.
- Statement of Revenue, Expenses and Change in Net Assets – reports the results of activity over the course of the fiscal year. It details the costs associated with operating and how those costs were funded.
- Statement of Cash Flows – reports cash flows both in and out from operating activities, capital and related financing activities and investing activities. It details the sources of cash, what it was used for, and the change in cash over the course of the fiscal year.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

The attached analysis of entity wide net assets, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting.

Accrual accounting is the accounting method used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

Our analysis presents the Authority's net assets, which can be thought of as the difference between what the Authority owns (assets) to what the Authority owes (liabilities). The net assets analysis will allow the reader to measure the health or financial position of the Authority.

Over time, significant changes in the Authority's net assets are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any Authority, the reader must also consider other non-financial factors such as changes in family composition, fluctuations in the local economy, HUD mandated program administrative changes, and the physical condition of the capital assets.

At March 31, 2008, total assets were $75,799,816; total current assets were $4,824,537; total net capital assets were $56,731,432 and other non-current assets were $14,243,847.

In addition, total liabilities were $8,521,735; total current liabilities were $2,851,725; and total long-term (non-current) liabilities were $5,670,010.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
MANAGEMENT'S DISCUSSION AND ANALYSIS
AS OF MARCH 31, 2008

NET ASSETS

The difference between an organization's assets and its liabilities equals its net assets. There are three categories in which to classify net assets:

1. Invested in capital assets, net of related debt – capital assets, net of accumulated depreciation and reduced by debt attributable to the acquisition of those assets.
2. Restricted – net assets whose use is subject to constraints imposed by law or agreement.
3. Unrestricted – net assets that are not invested in capital assets or subject to restrictions.

ASSETS

	2008	2007
Current assets		
Cash-Unrestricted	$ 1,519,372	$ 964,692
Cash & Investments-restricted	1,684,620	163,039
Accounts receivable, net	739,876	1,728,593
Investments - unrestricted	212,078	1,174,464
Investments - restricted	209,840	-
Prepaid expense and other assets	458,751	343,512
Total current assets	4,824,537	4,374,300
Capital assets		
Capital assets - net of depreciation	56,731,432	58,305,648
Total capital assets	56,731,432	58,305,648
Notes Receivable - Non-Current	14,243,847	15,636,095
Total assets	$ 75,799,816	$ 78,316,043

Comparison of Financial Information from the Current Year to the Prior Year:

Overall cash and investments increased by $1,323,715 representing a 57% increase from the prior fiscal year. This increase is due in a large part to the reduction of net accounts receivables during the year.

Receivables decreased by $988,717 due to reductions in accounts receivable. Prepaid expenses and other assets decreased by $115,239.

Restricted security deposit cash decreased by $11,597 due to a 66% increase in unit months leased in public housing (19,748 unit months in 2007 vs. 32,861 units months leased in 2008) with a final bank balance of $113,764 with a corresponding liability $110,642. The bank balance increase is due to interest received.

Total current assets have increased by $450,237 primarily due to increase in unrestricted cash. Net capital assets have decreased by $1,574,216 which is primarily due to depreciation for $1,482,772.

LIABILITIES AND NET ASSETS

	2008	2007
Current liabilities		
Accounts payable	$ 2,275,273	$ 4,026,887
Accrued compensated absences, current	36,230	360,462
Accrued Contingency Liability	94,571	-
Other Current Liabilities	76,084	-
Current Portion Long Term Debt - Net Operating Borrowings	116,160	-
Accounts payable - HUD PHA programs	142,765	2,364,039
Tenant security deposits	110,642	125,361
Tenant prepaid rents	-	13,554
Total current liabilites	2,851,725	6,890,303
Non-current liabilities		
Accrued compensated absences, non-current	313,399	275,015
Long Term Debt, Net of Current Portion	5,356,611	6,846,771
Total non-current liabilities	5,670,010	7,121,786
Total liabilities	8,521,735	14,012,089
Net assets		
Invested in capital assets, net of related debt	56,731,432	58,305,648
Restricted net assets	4,125,719	1
Unrestricted net assets	6,420,930	5,998,305
Total net assets	67,278,081	64,303,954

Comparison of Financial Information from the Current Year to the Prior Year (continued):
Current liabilities decreased by $4,038,578 over the prior year. This decrease is made up of a $1,751,614 decrease in Accounts Payable due in less than 90 days and a decrease in Accounts Payable-HUD PHA programs. The majority of this decrease resulted from unpaid utility bills accumulated during 2007 which were paid in 2008.

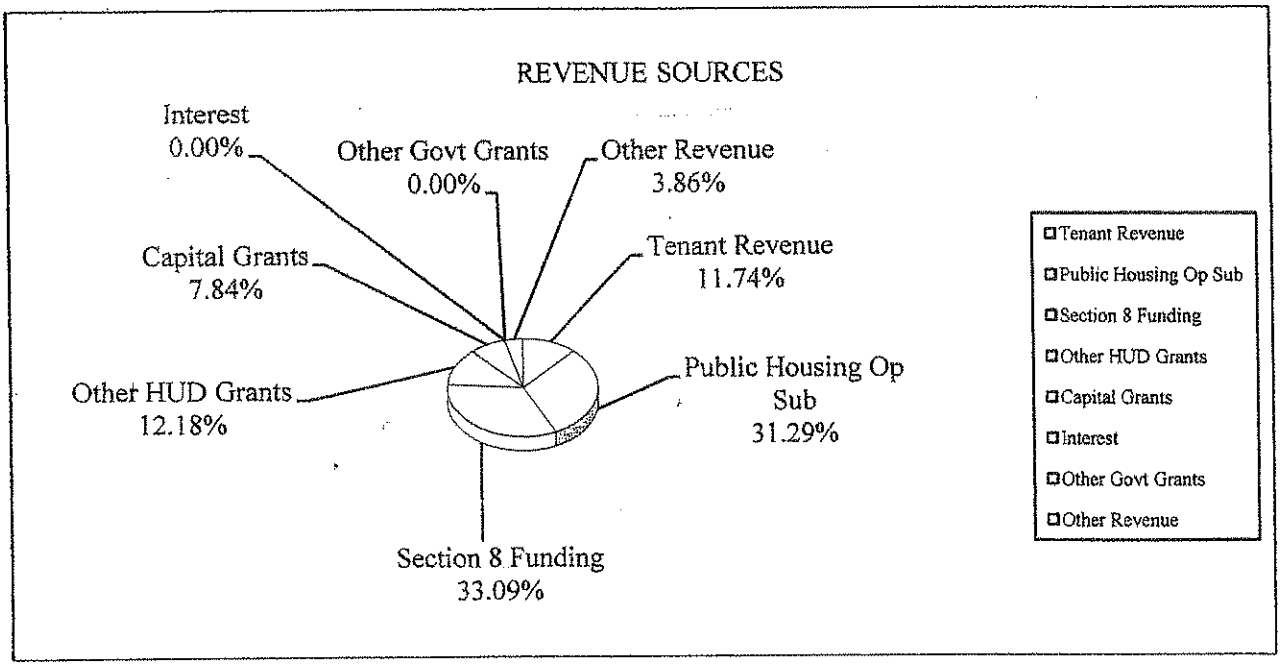
Non-current liabilities decreased by $1,451,776 due to a bond defeasance in the Small Farms property. Additionally, long term compensated absences increased by $38,384 due in part to a transfer of balances to a current liability.

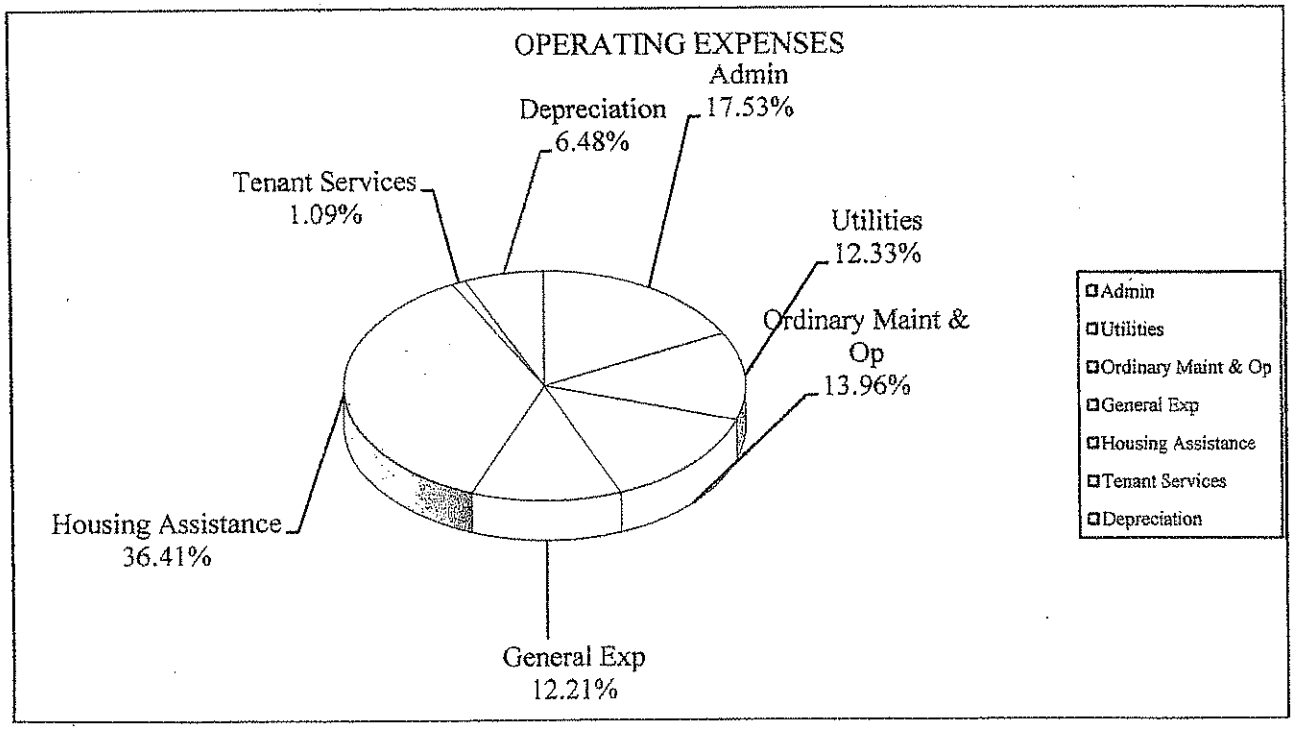
	2008	2007
Operating revenue		
Tenant revenue	$ 3,012,997	$ 3,020,070
HUD grants	21,419,369	29,722,167
Interest income	0	51,717
Other revenue	1,234,154	549,767
Total operating revenue	25,666,520	33,343,721
Operating expenses		
Administrative	4,013,956	12,380,425
Housing assistance payments	8,337,276	10,109,243
Utilities	2,822,080	3,181,873
Ordinary maintenance and operation	3,197,284	4,097,928
General expenses	2,794,551	1,635,352
Tenant Services	248,774	638,149
Depreciation expense	1,482,772	1,373,584
Total operating expenses	22,896,693	33,416,554
Change in net assets	2,769,827	(72,833)
Net assets, beginning of year	64,303,954	64,376,787
Prior period adjustments	204,300	
Net assets, end of year	$ 67,278,081	$ 64,303,954

Comparison of Financial Information from the Current Year to the Prior Year (continued):
Overall operating revenue decreased by 23% or $7,677,201. Major contributors to this reduction were the decrease in HUD revenues of $8,302,798, and increases in other revenue of 684,387

Overall cost of general operations decreased by $10,519,861 from the prior year. Expense categories experiencing a decrease were Administrative ($8,366,469). Categories with decreasing expenses were Tenant Services ($389,375); Utilities ($359,793); Maintenance ($900,644 – salaries & benefits); and an increase in General Expenses of 1,159,199.

In FYE 2008, total operating revenue was $25,666,520 total operating expenses were $22,896,693. This resulted in a $2,769,827 operating income. Capital improvements are paid directly through the Capital Fund programs.





FUND ACCOUNTING

Many of the funds maintained by the Authority are required by the Department of Housing and Urban Development. Others are segregated to enhance accountability and control.

Authority's Funds:

- PHA Owned Housing (CFDA 14.850)
- Section 8 Choice Voucher (CFDA 14.871)
- Capital Fund Program (CFDA 14.872)
- Section 8 MOD Rehabilitation Program (CFDA 14.856)
- Section 8 Substantial Rehabilitation (CFDA 14.182)
- Revitalization Severely Distressed Public Housing (CFDA 14.866)

ECONOMIC FACTORS

Significant economic factors affecting the Authority are as follows:

- Federal funding of the Department of Housing and Urban Development,
- Local labor supply and demand, which can affect salary and wage rates,
- Local inflationary, reversionary and employment trends, which can affect resident incomes and therefore the amount of rental income,
- Inflationary pressure on utility rates, supplies and other costs.

Requests for Information

This financial report is designed to provide a general overview of the Gary Housing Authority, Gary, Indiana's finances for all of those with an interest in the Authority's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Executive Director, 578 Broadway, Gary, Indiana 46402-1910 or call (219) 881-6422.

Financial Statements

The Housing Authority of the City of Gary, Indiana
Statement of Net Assets - Proprietary Fund
For the year ended March 31, 2008

ASSETS		
Current assets:		
Cash and cash equivalents		$ 1,519,372
Cash, restricted		1,684,620
Accounts receivable-HUD		739,876
Tenant accounts receivable	133,120	
Allowance for doubtful accounts-tenant	(19,009)	
Tenants, net		114,111
Accrued interest		7,847
Notes, loans & mortgages receivable		94,571
Prepaid expenses		34,233
Inventories	334,298	
Allowance for obsolete inventories	(118,462)	
Inventories, net		215,836
Investments-unrestricted		212,078
Investments-restricted		201,993
Total current assets		4,824,537
Noncurrrent assets:		
Capital Assets		
Land	1,683,364	
Land improvements	517,113	
Infrastructure	2,723,543	
Buildings	87,029,817	
Furniture, equipment, and machinery-dwelling	2,519,551	
Furniture, equipment, and machinery-administration	4,063,140	
Construction in progress	20,134,432	
Total capital assets		118,670,960
Accumulated depreciation		(61,939,528)
Capital Assets, net		56,731,432
Other Noncurrent Assets		
Notes, loans & mortgages receivable		9,775,406
Other Assets-escrows		4,468,441
Total noncurrent assets		70,975,279
Total assets		**75,799,816**
LIABILITIES		
Current liabilities:		
Accounts payable		2,108,103
Accrued wages/taxes payable		167,170
Accrued compensated absences, current		36,230
Accounts payable-other government		94,571
Accounts payable HUD PHA programs		142,765
Tenant security deposits		110,642
Deferred revenue		44,091
Notes, mortgages payable, current portion		116,160
Home ownership escrow		31,993
Total current liabilities		2,851,725
Noncurrent liabilities:		
Noncurrent liabilities-other		5,356,611
Accrued compensated absences		313,399
Total noncurrent liabilities		5,670,010
Total liabilities		8,521,735
NET ASSETS		
Invested in capital assets, net of related debt		56,731,432
Restricted		4,125,719
Unrestricted		6,420,930
Total Net Assets		67,278,081
Total Liabilities and Net Assets		**$ 75,799,816**

See independent auditor's report and notes to the financial statements

The Housing Authority of the City of Gary, Indiana
Statement of Revenues, Expenses and Changes in Net Assets-Proprietary Fund
For the Year Ended March 31, 2008

Operating revenue		
Dwelling rental	$	3,012,997
Total operating revenue		3,012,997
Operating expenses		
Administrative		4,013,956
Tenant services		248,774
Utilities		2,822,080
Maintenance and operations		3,197,284
General expenses		2,794,551
Housing assistance payments		8,337,276
Depreciation expense		1,482,772
Total operating expenses		22,896,693
Total operating income (loss)		(19,883,696)
Nonoperating revenue (expense)		
Operating grants and contributions		19,406,521
Other operating revenue		990,069
Capital grants and contributions		2,012,848
Investment income, unrestricted		41,819
Investment income, restricted		202,266
Net nonoperating revenue (expense)		22,653,523
Change in net assets		2,769,827
Net assets, beginning of year		64,303,954
Prior year adjustments-note n		204,300
Net assets, end of the year	$	67,278,081

See independent auditor's report and notes to the financial statements

The Housing Authority of the City of Gary, Indiana
Statement of Cash Flows--Proprietary Fund
As of March 31, 2008

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from tenants	$ 3,230,878
Cash paid to suppliers	(13,882,888)
Cash paid to employees	(4,315,847)
Cash paid to landlords	(8,337,276)
NET CASH FLOWS FROM OPERATING ACTIVITIES	**(23,305,133)**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Operating subsidies	19,406,521
NET CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	19,406,521
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
HUD capital grants	2,012,848
Purchase of capital assets	(1,921,404)
Principal paid on capital debt	3,503,008
Interest paid	-
NET CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	3,594,452
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest income	244,085
Principal received from investing activities	1,375,943
NET CASH FLOWS FROM INVESTING ACTIVITIES	1,620,028
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,315,868
BALANCES, BEGINNING OF YEAR	2,302,195
BALANCES, END OF YEAR	**$ 3,618,063**
STATEMENT OF NET ASSETS-CASH RECONCILIATION:	
Summary of Cash:	
Cash & equivalents	1,731,450
Restricted cash, including security deposits	1,886,613
Total Cash & Equivalents	**$ 3,618,063**
CASH FLOWS FROM OPERATING ACTIVITIES	
Excess/(deficiency) of operating revenue over (under) expenses	**$ (19,883,696)**
Adjustments to reconcile net income (loss) to net cash (used) provided by operating activities	
Depreciation expense	1,482,772
(Increase)decrease in tenant accounts receivable, net of allowance for doubtful accounts	81,181
(Increase)decrease in accounts receivable-HUD other projects	(854,722)
(Increase)decrease in accounts receivable-other governments	(94,510)
(Increase)decrease in interest receivable	1,292
(Increase)decrease in notes receivable, current	94,571
(Increase)decrease in inventories, net of allowance for obsolescence	(91,406)
(Increase)decrease in prepaid expenses	(2,037)
Increase(decrease) in current liabilities	(4,038,578)
NET CASH FLOWS FROM OPERATING ACTIVITIES	**$ (23,305,133)**
Noncash investing, capital, and financing activities	$ -
Fair value of donated assets	-
Lease purchase agreements	-

Notes to the Financial Statements

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED MARCH 31, 2008

A- Summary of Significant Accounting Policies and Organization:

1. **Organization:** The Housing Authority of the City of Gary, Indiana (the Authority) is a municipal corporation created and organized under the Housing Authority Act of the State of Indiana to engage in the acquisition, development, leasing, and administration of a low-rent housing program and other federally assisted programs.

The governing body of the Authority is its Board of Commissioners (the Board) composed of seven members appointed by the Mayor. The Board appoints an Executive Director to administer the affairs of the Authority. The Authority is not considered a component unit of the City.

The United States Department of Housing and Urban Development (HUD) has direct responsibility for administering housing programs under the United States Housing Act of 1937, as amended. HUD is authorized to enter into contracts with local housing authorities and to provide funds to assist the Public Housing Authorities (PHAs) in financing the acquisition, construction, and/or leasing of housing units; to make housing assistance payments; and to make annual contributions (subsidies) to PHAs for the purpose of maintaining the low rent character of the local housing program.

2. **Reporting Entity:** In determining how to define the reporting entity, management considered all potential component units. The decision to include a component unit in the reporting entity was made by applying the criteria set forth in Section 2100 and 2600 of the Codification of Governmental Accounting and Financial Reporting Standards and Statement No. 14. (amended) of the Governmental Accounting Standards Board: The Financial Reporting Entity. These criteria include manifestation of oversight responsibility including financial accountability, appointment of a voting majority, imposition of will, financial benefit to or burden on a primary organization, financial accountability as a result of fiscal dependency, potential for dual inclusion, and organizations included in the reporting entity although the primary organization is not financially accountable. Based upon the application of these criteria, the reporting entity includes the Gary Housing Authority LLC, Gary Housing Development Corporation, The Fifth Avenue Housing Development Corporation (Fifth Avenue), Small Farms Development Corporation (Small Farms), Gary Affordable Housing Corporation, and Gary Neighborhood Development Corporation as component units.

Gary Housing Authority, LLC-(GHA-LLC)
Gary Housing Authority, LLC (GHA) was established on September 4, 2003 as a for-profit limited liability company. GHA was formed to acquire and/or manage real property. The LLC was formed by the Authority, its sole member, for the purpose of assisting in the development of a 131 unit multifamily housing project leased to Duneland Village Apartments, L.P., under Section 542 (c) of the Housing and Community Development Act of 1992, defined under the provisions of Section 221(d)(4) of the National Housing Act. Such projects are regulated as to rent and operating methods. Construction was substantially completed in December 2004. The management building was completed in August 2005. Apartments are rented to a mixture of low-income and market-rate tenants. Complete financial statements for Gary Housing Authority, LLC may be obtained from the Finance Director of the Housing Authority of the City of Gary, Indiana at 578 Broadway, Gary, Indiana 46402.

Gary Housing Development Corporation-(GHDC)
Gary Housing Development Corporation (GHDC) was established on July 9, 2003 as a nonprofit company to acquire and/or manage real property. GHDC was formed by the GHA, its sole participant, for the purpose of assisting in the development of a 123 unit multifamily housing project leased to Horace Mann Associates, L. P., under Section 542 (c) of the Housing and Community Development Act of 1992, defined under the provisions of Section 221(d)(4) of the National Housing Act. Such projects are regulated as to rent and operating methods. Construction was substantially completed in December 2006. Apartments are rented to a mixture of low-income and market-rate tenants. Complete financial statements for Gary Housing Development Corporation may be obtained from the Finance Director of the Housing Authority of the City of Gary, Indiana at 578 Broadway, Gary, Indiana 46402.

A - Summary of Significant Accounting Policies and Organization: (continued)

Fifth Avenue Housing Development Corporation-(FAHDC)
Fifth Avenue Housing Development Corporation (Fifth Avenue) was formed in May 1983 to assist in the development of housing projects within the meaning of Section 3(6) of the United States Housing Act of 1937. Fifth Avenue issued Construction Loan Notes and Mortgage Revenue Bonds for both Gary NSA III and NSA V. The Construction Loan Notes for both were retired in 2001. Apartments are rented to a mixture of low-income and market-rate tenants. The Authority subsequently entered into a lease with NSA III and V. Complete financial statements for Fifth Avenue may be obtained from the Finance Director of the Housing Authority of the City of Gary, Indiana at 578 Broadway, Gary, Indiana 46402.

Small Farms Development Corporation-(SFDC)
Small Farms was formed in March 1979 to engage in the development of housing projects within the meaning of Section 3(6)of the United States Housing Act of 1937. Small Farms provided interim construction financing and permanent mortgage financing for the construction of 13 two-story buildings consisting of 200 units for low-income families, and a community building on 20 acres of land in Gary, Indiana. Small Farms provided financing to fund the project by issuing Mortgage Revenue Bonds in April 1979. Apartments are rented to a mixture of low-income and market-rate tenants. The bonds were defeased in May 1993. The membership of the corporation is restricted to members of the Authority's board of commissioners. Complete financial statements for Small Farms may be obtained from the Finance Director of the Housing Authority of the City of Gary, Indiana at 578 Broadway, Gary, Indiana 46402.

As required by generally accepted accounting principles, these financial statements present all the funds of the Authority (the primary government). The blended component units are included in the Authority's reporting entity because of the significance of operational and financial relationships with the Authority. The Executive Director of the Authority manages all business affairs and the Authority is its sole member.

3. **Summary of HUD Programs:** The accompanying financial statements consist of the activities of the housing programs subsidized by HUD. A summary of each program and the related contracts with HUD are provided below:

a) **Low Rent Housing**-The low rent-housing program is the primary operating fund of the Authority. It provides subsidized housing to low-income residents. The Authority is the owner of 2,229 public housing units located throughout the City. The Authority receives revenue from dwelling rental income and operating subsidies provided by HUD. Capital Fund and Hope VI Programs provided by HUD are used to improve the physical condition, management and operation of public housing developments.

b) **Section 8 Programs**-The Authority participates in the housing choice voucher, moderate and substantial rehabilitation programs. These programs are designed to provide privately-owned housing to low-income families. The Authority provides assistance by subsidizing rents. Under the program, the Authority enters into housing assistance payment contracts with eligible landlords or property owners. To fund the program, the Authority enters into an annual contribution contracts with HUD for the receipt of rental subsidies.

c) **Modernization and Development** - Substantially all additions to land, buildings, and equipment are accomplished through Capital Fund Programs. These programs add to, replace or materially upgrade deteriorated portions of the Authority's housing units. Funding is provided through programs established by HUD.

d) **Expanded Substance Abuse Treatment and HIV/AIDS Services Program** - These programs assist tenants with a wide array of outpatient assessment and treatment.

A - Summary of Significant Accounting Policies and Organization: (continued)

e) **Hope VI Revitalization Program** - The purpose of this program is to implement public housing transformation by changing the shape of public housing, lessening the isolation of low-income families, forging partnerships and establishing strong self-sufficiency programs for residents. HOPE VI Programs were used to assist in the development of tax credit projects that added housing stock to the Authority's properties.

f) **Section 8 Housing Choice Vouchers, Moderate Rehabilitation and New Construction** – These are housing programs wherein tenants lease housing units directly from private landlords rather than the Authority-owned properties. The Authority contracts with private landlords to make assistance payments for the difference between the approved contract rent and the actual rent paid by the tenant. Under the Housing Choice Voucher Program, the fund monitors 1,788 privately-owned housing units. Operations are funded through housing assistance payments from HUD.

4. **Basis of Presentation and Accounting** - In accordance with uniform financial reporting standards for HUD housing programs, the financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).

Proprietary Funds – Based upon compelling reasons offered by HUD, the Authority reports under proprietary fund type (enterprise fund) which uses the accrual basis of accounting. The enterprise fund emphasizes the flow of economic resources measurement focus. In this fund, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Pursuant to the election option made available by GASB Statement No. 20, pronouncements of the Financial Accounting Standards Board (FASB) issued after November 30, 1989, are not applied in the preparation of the basic financial statements. The Authority's proprietary funds are *Enterprise Funds* used to account for those operations that are financed and operated in a manner similar to private business or where the Authority has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability. The intent of the governing body is that costs (expenses including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges.

5. **Budgets** – Budgets are adopted for applicable funds on a basis consistent with accounting principles generally accepted in the United States of America. The Authority is not legally required to adopt budgets. However, the Authority has contractual requirements to adopt budgets for applicable HUD programs. All annual appropriations lapse at fiscal year-end. Multi-year appropriations for capital projects (Capital Fund and Hope VI projects) are adopted for the length of the project and/or program and are annualized for accounting purposes. The Authority's Board of Commissioner approves operating budgets. Budgetary control is at the fund level (excess/deficiency of revenues over expenditures).

6. **Cash Equivalents** – Cash equivalents consist principally of demand deposits and certificates of deposit. These are stated at fair value.

7. **Interprogram Receivables and Payables** – Interprogram receivables/payables are the result of the use of the Low Rent Program as the common paymaster for all other program costs. Cash settlements are made periodically and all interprogram balances net to zero. Offsetting due to/due from balances are eliminated for financial statement presentation.

8. **Investments** – Investments are stated at fair value in accordance with GASB Statement № 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools.* Investment instruments consist only of items specifically approved for public housing agencies by HUD. Investments are required to be either insured or collateralized using the dedicated method. Under the dedicated method of collateralization, all deposits and investments over the federal depository insurance coverage are collateralized with securities held by the Authority's agent in the Authority's name. It is the Authority's policy that all funds on deposit are collateralized in accordance with both HUD requirements and requirements of the State of Indiana.

9. **Accounts Receivable** – Include amounts due from HUD for current year program costs earned but not received at year end, tenant accounts, and other receivables. These receivables normally contain unreimbursed capital and construction costs.

A - Summary of Significant Accounting Policies and Organization: (continued)

10. Inventories – Inventories are stated at the lower of cost or market. Inventories (consisting of materials and supplies) are valued at cost using the first-in, first-out (FIFO) method. If inventory falls below cost due to damage, deterioration or obsolescence, the Authority establishes an allowance for obsolete inventory. In accordance with the consumption method, inventory is expensed when items are actually placed in service.

11. Prepaid Expenses – Payments made to vendors for services that will benefit periods beyond year end, principally insurance.

12. Restricted Assets – The use of certain assets are restricted by contracts or agreements with outside third parties and lending institutions.

13. Management's Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingencies. Actual results could differ from those estimates.

14. Fair Value of Financial Instruments – The carrying amount of financial instruments including cash, investments, accounts receivable, and accounts payable closely approximates fair value.

15. Capital Assets

a. Book Value: All purchased capital assets are valued at cost when historical records are available. When no historical records were available, capital assets were valued at estimated historical cost.

Land values were derived from development closeout documentation.

Donated fixed assets are recorded at fair market value at the time they are received.

Donor imposed restrictions expire as the asset depreciates.

All normal expenditures of preparing an asset for use are capitalized when they meet or exceed the capitalization threshold.

b. Depreciation: The cost of buildings and equipment is depreciated over the estimated useful lives of related assets using the straight-line method. Depreciation commences on modernization and development additions in the year following completion.

The useful lives of buildings and equipment for purposes of computing depreciation are:

Buildings	40 years
Buildings modernization	10-27.5 years
Infrastructure	40 years
Other equipment	5-7 years
Vehicles	5 years
Computers	3 years

A - Summary of Significant Accounting Policies and Organization: (continued)

Land, Buildings, and Equipment

	Beginning Balance	Additions	Disposals	Transfers	Prior Year Adjmts	Ending Balance
Land	$ 1,683,364	$ -	$ -	$ -	$ -	$ 1,683,364
Land improvements	3,240,656		-	-	(2,723,543)	517,113
Buildings	87,029,817	-	-	-		87,029,817
Equipment-dwellings	2,495,107	-	-		24,444	2,519,551
Equipment-administration	4,074,036	-	-	-	(10,896)	4,063,140
Infrastructure				-	2,723,543	2,723,543
Construction in progress	20,239,424	2,012,848	-	-	(2,117,840)	20,134,432
Total capital assets	118,762,404	2,012,848	-	-	(2,104,292)	118,670,960
Accumulated depreciation	(60,456,756)	(1,482,772)	-	-	-	(61,939,528)
Capital assets, net	$ 58,305,648	$ 530,076	$ -	$ -	$ (2,104,292)	$ 56,731,432

c. Maintenance and Repair Expenditures: Maintenance and repair expenditures are charged to operations when incurred. Betterments in excess of $5,000 are capitalized. When buildings and equipment are sold or otherwise disposed of, the asset and related accumulated depreciation accounts are relieved, and any gain or loss is included in operations.

Changes in land, structures and equipment during the audit period consisted of increases in construction costs and the removal of operating costs previously charged to construction. Depreciation expense totaled $1,482,772.

16. Notes Receivables – The Authority established various entities to fulfill its goal of affordable housing. The component units loaned funds to developers to build these units. Notes receivables primarily consist of amounts due from developers of mixed income properties. All note receivable balances are reviewed to determine whether they are collectible. Allowance account estimates are established for receivable amounts when collection is questionable. Repayment of these notes are not scheduled.

The Housing Authority of the City of Gary, Indiana (GHA) - Duneland Village Associates, L. P.
GHA provided construction and permanent financing to Duneland under a loan commitment of $3,116,000. The loan is secured by a second priority leasehold mortgage and security agreement. The note bears interest at an annual rate of 5.08%. These funds originated from the HOPE VI grant. Principal and interest are payable only from Net Available Cash Flow, Net Proceeds, or Condemnation Proceeds, as defined in the loan agreement. Net Available Cash Flow is defined as Surplus Cash, defined by the Project Regulatory Agreement, generated after the Project initially achieves 90% occupancy, less any other reasonable and necessary Project expenses for the Borrower. Net Proceeds are defined as all proceeds received from the sale or refinancing of the Project, less (i) repayment of the First Mortgage Loan, (ii) costs of sale or refinancing, and (iii) any resyndication of refinancing proceeds reinvested in the Project or unavailable for distribution. Duneland pays 55% of the first $140,000 of Net Available Cash Flow, adjusted for inflation each year, and 75% of the Net Available Cash Flow of the Project in excess of $140,000. The loan matures on September 1, 2060. The amount outstanding at March 31, 2007 was $3,116,000.

Gary Housing Development Corporation (GHDC) - Horace Mann Associates, L. P.
GHDC provided construction and permanent financing to Horace Mann under a loan commitment of $500,000. The loan is secured by a second priority leasehold mortgage and security agreement. The note bears interest at an annual rate of 8% during construction and 4.57% thereafter. These funds originated from the HOPE VI grant. Principal and interest are payable only from Net Available Cash Flow, Net Proceeds, or Condemnation Proceeds. Until maturity, 21% of Net Available Cash Flow is paid annually. Net Available Cash Flow is defined as Surplus Cash, defined by the Project Regulatory Agreement, generated after the Project initially achieves 90% occupancy, less any other reasonable and necessary Project expenses for the Borrower. Net Proceeds are defined as all proceeds received from the sale or refinancing of the Project, less (i) repayment of the First Mortgage Loan, (ii) costs of sale or refinancing, (iii) any resyndication of refinancing proceeds reinvested in the Project or unavailable for distribution, and (iv) repayment of any Project related advances. The loan matures on December 31, 2046. The amount outstanding at March 31, 2007 was $521,348.

A - Summary of Significant Accounting Policies and Organization: (continued)

The Housing Authority of the City of Gary, Indiana (the Authority) - Horace Mann Associates, L. P.
The Authority provided construction financing to Horace Mann under a loan commitment of $5,221,060. The loan is secured by a third priority leasehold mortgage and security agreement. The note bears interest at an annual rate of 8% during construction and is noninterest bearing thereafter. $5,144,560 of the funds originated from HOPE VI with $76,500 coming from a private grant. Principal and interest are payable only from Net Available Cash Flow, Net Proceeds, or Condemnation Proceeds, as defined in the loan agreement. Net Available Cash Flow is defined as Surplus Cash, defined by the Project Regulatory Agreement, generated after the Project initially achieves 90% occupancy, less any other reasonable and necessary Project expenses for the Borrower. Net Proceeds are defined as all proceeds received from the sale or refinancing of the Project, less (i) repayment of the First Mortgage Loan and the Second Mortgage Loan, (ii) costs of sale or refinancing, (iii) any resyndication of refinancing proceeds reinvested in the Project or unavailable for distribution, and (iv) repayment of any Project related advances. 36% of Net Available Cash Flow is paid annually as long as the Second Mortgage is outstanding. The Partnership will pay the Authority 57% of Net Available Cash Flow of the Project. The loan matures on December 31, 2051. The amount outstanding at March 31, 2007 was $5,221,060.

Former Employee
A former employee was ordered by the court to pay restitution of $20,452 in November 2005. At March 31, 2008, that balance was $8,759. The note was in default at March 31, 2008.

OIG Audit Findings
The Authority established a payable to the HUD of $1,002,810 as a result of questioned costs in years previous to 2006. The debt is scheduled for repayment on December 31, 2052. The debt is set up as a loan receivable in Section 8 Housing Choice Voucher and a loan payable in the Public Housing Low Rent fund. The debt has to be repaid with non-federal funds.

17. Compensated Absences -Compensated absences are benefits paid to employees, for vacation and sick leave, in accordance with GASB Statement No.16. A liability attributable to services already rendered and that are not contingent on a specific event that is outside the control of the Authority and its employees, is accrued as employees earn the right to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the Authority and its employees are accounted for in the period in which services are rendered or in which such events take place.

18. Litigation - The Authority recognizes estimated losses related to litigation in the period in which the occasion giving rise to the loss occurred, the loss is probable, and the loss is reasonably estimable. Counsel's opinion is that losses, if any, at the statement of net asset date, will be covered by the Authority's insurance, and no adjustments are recorded in these financial statements.

19. Annual Contribution Contracts - Annual contribution contracts provide HUD the authority to audit and examine the records of public housing authorities. Final determination of the Authority's financing and contribution status for the Annual Contribution Contracts is the responsibility of HUD based upon financial reports submitted by the Authority.

20. Concentration of Risk - The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Authority carries commercial insurance for all risks of loss, including workers' compensation and employee health and accident insurance, general liability, fire and extended coverage, fidelity bond, automobile, and Director and Officers liability. Settled claims resulting from these risks did not exceed insurance coverage in any of the past three years. There were no significant reductions in insurance coverage from the prior year.

21. Net Assets - Net assets are subdivided into three categories: investment in fixed assets, net of related debt, restricted and unrestricted net assets. Each component of net assets is reported separately on the statement of net assets-proprietary fund. Investment in fixed assets, net of related debt represents land, structures, and equipment less accumulated depreciation and related debt financing. Restricted net assets are those assets that have claims against them. The unrestricted component of net assets represents the remaining residual.

22. Ground Lease - Duneland Village Associates, LP executed a 57 year Ground Lease Agreement with the Authority on September 1, 2003, subject to various use restrictions and operating requirements as defined in the regulatory agreement, including the requirement that 49 of the units be continuously set aside for occupancy by public housing eligible households as defined in the United States Housing Act of 1937. The agreement provides rent of $10 annually. Upon expiration of the agreement, all improvements including building, alterations, additions, equipment and fixtures become the property of the Authority without cost or charge.

A - Summary of Significant Accounting Policies and Organization: (continued)

Horace Mann Associates, L. P.
Horace Mann Associates, LP executed a 57 year Ground Lease Agreement with the Authority on June 23, 2005, subject to various use restrictions and operating requirements as defined in the regulatory agreement, including the requirement that 45 of the units be continuously set aside for occupancy by public housing eligible households as defined in the United States Housing Act of 1937. The agreement provides rent of $10 annually. Upon expiration of the agreement, all improvements including building, alterations, additions, equipment and fixtures will become the property of the Authority without cost or charge.

B - Deposits: For purposes of the Statement of Cash Flows-Proprietary Fund, the Authority considers all highly liquid investments (including restricted assets) with maturity of three months or less and nonnegotiable certificates of deposit with a maturity of one year or less to be cash equivalents. Cash and cash equivalents consist of amounts maintained in commercial checking accounts and are readily available. There were no noncash investing, capital and financing activities during the year.

HUD requires the Authority to invest excess program funds in obligations of the United States, certificates of deposits, or any other federally insured instrument. HUD also requires that deposits be fully collateralized at all times. Acceptable collateralization includes FDIC/FSLIC insurance and the market value of securities purchased and pledged to the political subdivision. Pursuant to HUD restrictions, obligations of the United States are allowed as security for deposits. Obligations furnished as security must be held by the Authority or with an unaffiliated bank or trust company for the account of the Authority.

The three credit risk categories for deposits are:
(1) Insured or collateralized with securities held by the entity or by its agent (correspondent bank or Federal Reserve Bank) in the entity's name.
(2) Collateralized with securities held by the pledging financial institution trust department or agent in the entity's name.
(3) Uncollateralized or collateralized with securities held by the pledging financial institution or by its trust department or agent but not in the entity's name.

An indication of deposit risk is presented below:

Depository	Credit Risk Category			Carrying amount
	1	2	3	
Demand deposits		$3,202,542		$ 3,202,542
Certificates of deposits		414,071		414,071
	$ -	$3,616,613	$ -	3,616,613
Cash on hand				1,450
Total deposits				3,618,063
Reconciliation of deposit analysis to balance sheet:				
Cash and cash equivalents				3,336,200
Resident security deposits and FSS escrows				281,863
Total funds on deposit				$ 3,618,063

C– Notes, Loan, and Mortgages Receivable

The Authority and its component units loaned funds to developers in conjunction with mixed income financing arrangements to build new properties. The developer agreed to designate a specific number of units_for public housing. The Authority loaned $3,116,000 to Duneland Village Associated L.P. (an Indiana limited partnership) for 57 years at five and eight-one-hundredth percent (5.08% per annum). The note will mature on September 1, 2060. This loan is secured by a second priority mortgage lien on the real property. Interest is due and payable annually subject to available cash flow. Unpaid interest and principal are due and payable on the maturity date.

The Authority loaned $5,221,060 to Horace Mann Associates, L.P. bearing 8% annual interest during construction, and no interest thereafter. Interest paid at closing was $246,400. The note matures on December 31, 2051. This loan is secured by a second priority mortgage lien on the real property. Unpaid principal is due and payable on the maturity date.

Gary Housing Development Corporation loaned $500,000 to Horace Mann Associates, L.P. bearing 8% rate during construction and 4.57% thereafter. Interest paid at closing was $23,600. The loan matures on December 31, 2046. Interest is due and payable annually subject to available cash flow. A schedule of notes receivables follows:

Borrowers:	Beginning Balance	Additions	Payments	Ending Balance
Duneland Village Associated, L.P.	$ 3,116,000	$ -	$ -	$ 3,116,000
Horace Mann Associates, L.P.	5,221,060	-	-	5,221,060
Horace Mann Associates, L.P.	521,348	-	-	521,348
GHA-Non-Federal Funds	-	908,239	-	908,239
Former employee	10,644	-	(1,885)	8,759
Total	$ 8,869,052	$ 908,239	$ (1,885)	$ 9,775,406

Principle and interest payments are scheduled as follows:

Year	Principle	Interest	Amount
2009	$ 26,538	$ -	$ -
2010	21,400	-	-
2011	21,742	-	-
2012	15,748	-	-
2013	17,902	-	-
Thereafter	9,672,076	78,874,999	88,547,075
Total	$ 9,775,406	$ 78,874,999	$ 88,547,075

D– Interfund Transactions

Quasi-external transactions are accounted for as interfund transactions. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. All interfund transactions are eliminated in the Government-wide Statement of Net Assets-Proprietary fund and the Statement of Activities-Proprietary funds. A schedule of interfund transactions follows:

Program	Due From	Due To	Transfer in	Transfer out
Low Rent	$ 408,790	$ 763,125	$ 566,050	$ -
Housing Choice Vouchers	786,849			
Capital funds programs		706,393		566,050
Section 8 programs	355,545	81,497		
Other federal programs		169		
Total	$ 1,551,184	$ 1,551,184	$ 566,050	$ 566,050

E - Material Inventories
Material inventories consist of repair materials and supplies and are stated at the lower of cost or market.

F - Intentionally Left Blank

G - Deferred Interest Income
Due to the uncertainty created by the length of time preceding payment of interest and the note provisions requiring interest payments only upon the existence of surplus cash, interest earned on notes receivable is deferred and not recognized in these financial statements.

H - Employee Benefit Plans
The Authority established a multi-employer qualified defined contribution plan administered by a third-party administrator. The Plan covers employees who work for at least 5 months per year and 20 hours per week. The maximum contribution is 13.7 % of the employee's monthly salary. Participants' benefits are fully vested after five years of participation and are determined solely by the provisions of the Government Agency Retirement Plan and Trust.

Besides retirement benefits, the Plan offers life insurance. The normal retirement date is the participants' 65th birthday. Participants may elect to retire anytime after their 55th birthday, at which time they are 100% vested regardless of years of service. The amount a participant receives at early, normal, or postponed retirement is based on the amount accumulated in their account. Although no employee contributions are required, employees may make voluntary contributions not to exceed 10% of their annual salary. The Authority's total payroll expense was $4,069,284. Pension expense for the year was $171,300. The Authority made all required contributions to the Plan. A copy of the Plan's financial statements may be obtained by contacting the Authority's Director of Finance.

I – Contingencies
The Authority receives financial assistance from federal governmental agencies in the form of grants and operating subsidies. Disbursements of funds received under these programs require compliance with terms and conditions specified in the agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the Authority. In the opinion of management, any such disallowed claims would not have a material effect on the overall financial position of the Authority. The Authority also has certain contingent liabilities resulting from litigations, claims, and commitments incident to the ordinary course of business. Management expects the final resolution of such contingencies will not have a material adverse affect on the financial position of the Authority. HUD questioned costs expended by the Authority in prior years. The final outcome of these issues will not be determined for some time but management does not expect a material effect on the financial statements. Nevertheless, the Authority recorded a liability of $1,002, 810 in questioned costs from HUD-OIG audits during 2008.

J – Operating Lease Commitments
The Authority has several operating leases for autos and office equipment that expire at various dates through 2012. Those leases generally contain renewal options and require the Authority to pay all executory costs such as maintenance and insurance. Total cost for said leases was $80,400 during 2008. The Authority leased 21 copiers with various vendors through 2012. The future minimum lease payments are as follows:

Year Ending March 31,	Amount
2009	$ 80,400
2010	80,400
2011	80,400
2012	20,100
2013	-
Thereafter	-
Total	$ 261,300

K - Administrative Fees

The Authority receives an "Administrative Fee" as part of each of the annual contributions from HUD to cover the costs (including overhead) of administering the Housing Choice Voucher and Substantial Rehabilitation and Moderate Rehabilitation Programs. Section 8 programs provide for housing assistance payments to private owners of residential units on behalf of eligible low or very low-income families. The program provides for such payments with respect to existing and moderately rehabilitated housing covering the difference between the maximum rental on a dwelling unit, and the amount of rent contribution by a participating family and related administrative expense. The Authority is eligible to receive reimbursement of preliminary expenses prior to lease up.

L - Allocation of Cost

The Authority allocates expenses not attributable to a specific program to all programs under management. The basis for this allocation was the number of units in each program. Management considers this to be an equitable method of allocation.

M - Economic Dependency The Authority received 83.5% of its revenues from HUD. If the amount of revenues received from HUD falls below critical levels, the Authority's reserves would be adversely affected.

N - Schedule of Changes in Net Assets

	Capital Assets, Net	Unrestricted Net Assets	Restricted Net Assets	Total
Net assets, beginning of year	$ 58,305,648	$ 5,998,305	$ 1	$ 64,303,954
Prior period adjustments, equity transfers	(2,104,292)	(1,588,636)	3,897,228	204,300
Change in net assets	530,076	2,011,261	228,490	2,769,827
Net assets, end of year	$ 56,731,432	$ 6,420,930	$ 4,125,719	$ 67,278,081

SINGLE AUDIT SECTION

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REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
The Housing Authority of the City of Gary, Indiana
Gary, Indiana

HUD Indianapolis Field Office
151 North Delaware
Indianapolis, Indiana 46204

We have audited the financial statements of the proprietary fund of The Housing Authority of the City of Gary, Indiana ("the Authority") as of and for the year ended March 31, 2008, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated December 28, 2008. We issued a qualified opinion in our report on the proprietary fund because we were not engaged until after the beginning of the year and did not observe the prior year's ending inventory. Except as discussed in the preceding sentence, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

This report is intended solely for the information and use of the management, Board of Commissioners, and federal-awarding agencies, and is not intended to be and should not be used by anyone other than these specified parties.

CRWilliams, Buchanan, & Associates, LLC
Gary, Indiana
December 28, 2008

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Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with OMB Circular A-133

Board of Commissioners
The Housing Authority of the City of Gary, Indiana
Gary, Indiana

HUD Indianapolis Field Office
151 North Delaware
Indianapolis, Indiana 46204

We have audited the compliance of The Housing Authority of the City of Gary, Indiana ("the Authority") with the types of compliance requirements described in the *U. S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended March 31, 2008. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the Authority's management. Our responsibility is to express an opinion on the Authority's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Authority's compliance with those requirements.

In our opinion, the Authority complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the years ended March 31, 2008.

Internal Control Over Compliance

The management of the Authority is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the county's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the Authority's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the Authority's internal control.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Commissioners, management, and federal-awarding agencies, and is not intended and should not be used by anyone other than these specified parties.

CRWilliams, Buchanan, & Associates, LLC
Gary, Indiana
December 28, 2008

The Housing Authority of the City of Gary, Indiana
Schedule of Expenditures of Federal Awards
For the year ended March 31, 2008

Federal Grantor Program Title	CFDA Number	Expenditures	
U.S Department of Housing and Urban Development			
Low Rent	14.850	$ 8,030,841	
Section 8 Housing Choice Voucher Program	14.871	8,492,682	
Section 8 MOD Rehabilitation Program	14.856	295,248	
Section 8 Substantial Rehabilitation	14.182	566,616	
Revitalization Severly Distressed Public Housing	14.866	-	
Capital Fund	14.872	4,033,982	
Total Federal Awards Expenditures			$ 21,419,369

Notes to Schedule of Expenditures of Federal Awards

Note A--Basis of Presentation

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the Housing Authority of the City of Gary, Indiana (the Authority) and is presented on the cash basis of accounting.

The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MARCH 31, 2008

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued:	Qualified
Internal control over financial reporting:	
▪ Material weakness (es) identified?	No
▪ Reportable condition(s) identified that are not considered to be material weakness?	None reported
Noncompliance material to financial statements noted?	None

Federal Awards

Internal control over major programs:	
▪ Material weakness(es) identified?	No
▪ Reportable conditions identified that are not considered to be material weakness(es)?	None reported
Type of auditor's report issued on compliance for major programs:	Unqualified
Audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133?	None

Identification of Major Programs:

CFDA Number	Name of Federal Program
14.850	Low Rent
14.871	Housing Choice Vouchers
14.872	Capital Fund
14.182	Section 8 Substantial Rehabilitation

Dollar threshold used to distinguish between type A and type B programs	$642,581
Auditee qualified as low-risk auditee?	No

Section 2 - Financial Statement Findings

None

Section III - Federal Award Findings and Questioned Costs

This section does not include audit findings that Section .510(a) of OMB Circular A-133 requires to be reported for an audit of federal awards.

Section 3 - Federal Award Findings and Questioned Costs

Federal Award Findings Required to be Reported in Accordance with Generally Accepted Government Auditing Standards

None

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
FOLLOW-UP ON PRIOR AUDIT FINDINGS FOR AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS
For the Year Ended March 31, 2008

In accordance with *Government Auditing Standards*, this section reports the auditor's follow-up on action taken by the Authority on the applicable findings in the prior audit report issued by the independent auditor for the year ended March 31, 2007.

Prior GAS Findings:

2007-1 Finding: Obsolete Inventory, Reconciling Inventory to General Ledger, and Inventory Subsidiary Module.
Status: Resolved. The HA engaged an IPA to perform the year-end testing.

2007-2 Finding: Interprogram Receivables/Payables, Transfers Ins/Out Did Not Balance with Each Other; Financial Data Schedules Did Not Agree to the General Ledger.
Status: Resolved. All amounts balance.

2007-3 Finding: Failure to make prior year assembly adjustments (Rosenberg's adjusting journal entries).
Status: Resolved. The HA recorded the 2006 and 2007 AJE's.

2007-4 Finding: Monthly Financial Statements Not Prepared.
Status: Resolved. The HA developed a monthly financial statement.

2007-5 Finding: Accounts Payable Balances did not Agree to General Ledger.
Status: Resolved. The HA's detailed AP ledger agree with the general ledger.

2007-6 Findings: No Basis for Tenant Accounts Receivable Allowance (TAR).
Status: Resolved. The TAR report was used to develop the allowance.

2007-7 Finding: Multiple Unrecorded Transactions and Accounting Errors in Component Units and HOPE VI Funds-Reporting
Status: Resolved. Fixed assets removed from H6. Notes verified/updated. McCormick Baron provided copies of mortgage agreement for Horace Mann & Duneland.

2007-8 Finding: Noncompliance with cash collateral.
Status: Resolved. RFP issued and executed.

Finding 2006-1 Unreported Compensation.
Status: Resolved. HA found a 1099 that had been issued to the Former Director of Finance for 2006 travel costs of $19,750.

Findings 2006-2 Undocumented/Obsolete Inventory.
Status: Resolved. The HA hired an IPA to conduct the physical inventory.

Findings 2006-3 Interprogram Receivables/ Payables Unbalanced.
Status: Resolved. All balances agree as required at 3/31/08.

Findings 2006-4 Unrecorded adjusting journal entries.
Status: Resolved. The HA recorded all 2006 and 2006 adjusting journal entries.

Findings 2006-5 Monthly financial statements.
Status: Resolved. We reviewed a sample month's financial statement and found it to be in order.

Findings 2006-6 A/P Balances.
Status: Resolved. Payable balances agree to detailed schedules.

Findings 2006-7 Cash Collateral.
Status: Resolved. Depository agreements were obtained.

2006-11 Finding: Multiple Unrecorded Transactions and Accounting Errors in Component Units and HOPE VI Funds-Reporting
Status: Resolved. Fixed assets removed from H6. Notes verified/updated. McCormick Baron provided copies of mortgage agreement for Horace Mann & Duneland.

Findings 2006-18 Depository Services.
Status: Resolved. RFP was issued and executed.

Finding 05-1 Weaknesses in internal control.
Status: Resolved.

Finding 05-5 Inadequate internal controls over computer operating system.

Finding 04-2 Status: Unresolved

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
IN ACCORDANCE WITH OMB CIRCULAR A-133
For the Year Ended March 31, 2008

Section .315 if OMB Circular A-133 requires the auditee to prepare a Summary Schedule of Prior Audit Findings to report the status of all findings that are relative to federal awards and included in the prior audit report's Schedule of Findings and Questioned Costs. The summary schedule also must include findings reported in the prior audit's Summary Schedule of Prior Audit Findings, except those listed as corrected, no longer valid, or not warranting further action.

Section .500(e) of OMB Circular A-133 requires the auditor to follow up on these prior audit findings to perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings and to report, as a current year finding, when the auditor concludes that the schedule materially misrepresents the status of any prior findings.

Prior (2007 & Previous) Federal Awards Findings:

2007-9 Finding: Close Out of Expended and Expired Capital Grants-Reporting.
Status: Resolved. HA received pre-audit cost certificates after the FYE.

2007-10 Finding: Lack of Component Unit/Limited Partnership Project Monitoring-Subrecipient Monitoring.
Status: Resolved. HA received financial reports from the subrecipients.

2007-11 Finding: GHA did not sufficiently respond to deficient conditions identified in technical assistance reports, SEMAP Confirmatory Review; Mitchell-Titus reports, HUD's Financial Recovery Plan, OIG Reports, etc. – Reporting.
Status: Resolved. The SEMAP score went from 17 at 3/31/06 to 93 at 3/31/08.

2007-12 Finding: Deficiencies in Tenant Files-HCV – Eligibility.
Status: Resolved. Section 8 was outsourced to CVR. Many deficiencies have been corrected.

2007-13 Finding: Deficiencies in Tenant Files-Low Rent – Eligibility.
Status: Resolved. Quality controls implemented. Many deficiencies have been corrected.

2007-14 Finding: Certain Documentation and Invoices could not be Located-Unallowable Costs.
Status: Unresolved. Questioned Costs $482,643 for 2006 & $356,369 for 2007.

2007-15 Finding: Non-compliance with Bidding for Banking Services on a Biannual Basis – Procurement.
Status: Resolved. RFP was issued and executed.

Findings 2006-8 Unspent Federal Funds.
Status: Resolved. HA received pre-audit cost certificates after the FYE.

Findings 2006-9 Procurement Violations- 2004 Audit Not Submitted-Unlicensed IPA.
Status: Unresolved. Questioned Cost $90,000. ED is consulting with legal counsel on this matter.

Findings 2006-10 Procurement Violation-2005 Non-GAAP Audit.
Status: Unresolved. Questioned Cost $69,275. ED is consulting with legal counsel on this matter.

Findings 2006-12 Capital Fund Closeout.
Status: Resolved. HA received pre-audit cost certificates after the FYE.

Findings 2006-13 Subreceipient Monitoring.
Status: Resolved. McCormick Baron provided financial statements for both Horace Mann & Duneland.

Findings 2006-14 HUD Monitoring Deficiencies.
Status: Resolved. The SEMAP score went from 17 at 3/31/06 to 93 at 3/31/08.

Findings 2006-15 HCV Tenant Files.
Status: Resolved. Section 8 was outsourced to CVR. Many deficiencies have been corrected.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
IN ACCORDANCE WITH OMB CIRCULAR A-133
For the Year Ended March 31, 2008

Prior Federal Awards Findings:
(Continued)

Findings 2006-16	Low Rent Tenant Files.
Status: Resolved.	Quality controls implemented. Many deficiencies have been corrected.
Findings 2006-17	Missing Invoices
Status: Unresolved.	Questioned Costs $482,643 for 2006 & $356,369 for 2007.
Finding 05-2	Procurement.
Finding 04-10	Status: Resolved.
Finding 04-04	Fraudulent Transactions-former Director of Finance.
Status:	Unresolved. Questioned Costs: $100,000 (revised from 2004 audit due to plea bargain).
Finding 04-05	Fraudulent activity by Payroll Coordinator. Also, other employees.
Questioned Costs:	Unresolved. $8,749, the balance at March 31, 2008. Other employees questioned costs: $20,940.
Finding 05-7	Inadequate cost allocation plan.
Status:	Unresolved.
Finding 05-8	Deficiencies in tenant file documentation.
Finding 04-9	
Status: Resolved.	Quality controls implemented. Many deficiencies have been corrected.
Finding 05-9	Inadequate controls over tenant waiting list.
Finding 04-11	
Status: Resolved.	Quality controls implemented. Many deficiencies have been corrected.

ATTACHMENT B
6.0 PHA Plan Element:
#12 Asset Management

6.0 PHA Plan Element #12 – Asset Management

The Housing Authority has successfully implemented project based management and accounting starting on April 1, 2008. The four elderly disabled high-rise apartments, five family projects and nine scattered site projects were grouped to create eight separate Asset Management Projects (AMPs). A combination of Fee for Service, site based staff, hiring a private property management company and shared resources have been utilized to affect an efficient and cost effective management and cost centered system for tackling individual AMP performance under PHAS.

ATTACHMENT B
6.0 PHA Plan Element:
#13 Violence Against Women Act
[VAWA]

VERIFICATION OF A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that "innocent" family members cannot be denied admission or terminated from the program for criminal activity, lease violations, or other good cause if the violations were as a direct result of a family member being the victim domestic violence, dating violence, or stalking, unless the housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

VAWA gives PHAs the authority to terminate assistance to any individual who is a participant or lawful occupant who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance or otherwise penalizing the victim of such violence who is also a participant or lawful occupant. The PHA will, upon appropriate verification, terminate or deny the offenders program eligibility while allowing the victim to continue to be eligible for assistance. The victim must agree in writing to exclude the offender from the assistant unit and certify that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit.

Definitions

The term *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 cohabitated with the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type of relationship; the frequency of interaction of interaction between the persons involved in the relationship.

The term *stalking* means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate, or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and, 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, a member of the immediate family of that person, or the spouse or intimate partner of that person.

The term *immediate family member* means, with respect to a person; a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent:; or any other person living in the household of that person and related to that person by blood or marriage.

Verification

VERIFICATION OF A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

To verify the party is a victim in one of the above categories, the GHA must receive a completed certification form and third party documentation to support the certification. The certification and documentation must by received by the GHA within 14 calendar days of receipt of the GHA's request. The following supporting documentation is acceptable as long as it includes the period of time the violent act(s) occurred and if the act(s) were directly related to the violations:

Police reports or court records documenting the domestic violence, dating violence, or stalking

Statement from a professional with expertise in working with victims of Domestic violence who was working with the program participant

A certification from the victim by itself is not sufficient documentation but must accompany one of the above sources of documentation.

The deadline for return of documentation of victim status will be 14 days from the date the request is received by the family.

All information provided to the GHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database not provided to any related entity, except to the extent that the disclosure is: requested or consented to by the individual in writing, required for use in an eviction proceeding, or is otherwise required by applicable law.

To verify that the acts pose an actual imminent threat to other tenants or those employed at or providing service to the property, the GHA would collect any one of the following:

A statement under penalty of perjury

A restraining order

An arrest record

Referrals

The GHA will provide brochures and services from surrounding Agencies such as the:

Indiana Minority Health Coalition

Gary Commission for Women / 24- Hour Hotline (219) 886-1600- Rainbow Shelter: 45 Day Homeless Emergency Housing due to Domestic Violence

The Ark – Non emergency housing 24- (shelter) (219) 882-0021

ATTACHMENT C
7.0 [a] PHA Plan Element:
HOPE VI, Mixed Finance
Modernization, Development

7.0 (a) The Gary Housing Authority does not have plans to apply for HOPE VI, Mixed Finance Modernization, or Development.

ATTACHMENT C
7.0 [b] PHA Plan Element: Demolition and/or Disposition

7.0 (b) The Gary Housing Authority does not have an approved and/or pending demolition and/or disposition application.

ATTACHMENT C
7.0 [c] PHA Plan Element:
Conversion of
Public Housing

7.0 (c) Conversion of Public Housing

Property appraisals and viability analyses began in 2002 for all GHA developments and will continue through FYB 2011 until all sites have been assessed for viability and independently appraised. All developments were appraised in accordance with PIH 2008-35 as potential candidates for the voluntary conversion program under Section 22 of the 1937 Housing Act and 24 CFR 972. The voluntary conversion of public housing to tenant-based assistance may be appropriately based on the required initial assessments. The Authority is currently assessing the feasibility of voluntarily converting public housing to vouchers. The proper applications will be submitted, should the Authority determine operations with vouchers more feasible.

ATTACHMENT C
7.0 [d] PHA Plan Element:
Homeownership

7.0 (d) HOMEOWNERSHIP PROGRAM - Project IN36P011029

The GHA administers a Homeownership program for public housing as authorized by sections 5 (h) Homeownership Program for public housing, as authorized by sections 5(h) and 6(c) (4) (D) of the United States Housing Act of 1937, as amended (42 U.S. C. 1437 **et seq**) and implemented in accordance with the regulations contained in 24 CFR Part 906.

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.

Pursuant to the Approved HOPE VI Lease-To-Purchase Plan there were thirteen homes constructed. There is a separately maintained Site Base Waiting list for participants in the Program. This waiting list is maintained by the HOPE VI office. Interested applicants can apply during regular business hours or by response to out reach efforts. The following guidelines apply:

HOPE VI Lease-To-Purchase program participants will be present participants in the public housing and Housing Choice Voucher Program and those applicants on both waiting lists:

a. As such they must be income eligible for their respective programs.
b. 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.
c. They must be desirous of and prepared to assume the obligations of homeownership.
d. They must be willing to undergo the counseling detailed and required in the Homeownership Plan.
e. They must be willing to comply with the terms of the Lease-To-Purchase Homeownership Program lease and assume many everyday maintenance chores.
f. 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 Program which these applicants can participate.]
g. 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.

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/Housing Choice Voucher Residents.
3. Housing Choice Voucher participants in the FSS Program
4. Eligible applicants on public housing and Housing Choice Voucher waiting list.

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

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.

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 completing 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.

Termination

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

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.

Failing to Comply with Homeownership Program Requirements

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. 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.

There are currently 11 remaining homes available for purchase.

ATTACHMENT D
8.0 PHA Plan Element:
Capital Improvements

ATTACHMENT D
8.1 PHA Plan Element: Capital Fund Program Annual Statement/Performance and Evaluation Report

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No: **IN36P011501-06** Replacement Housing Factor Grant No:	**2006**

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☑ Revised Annual Statement (revision no. **6**) **(02/16/10)**

☑ Performance and Evaluation Report for Program Year 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-CGP Funds				
2	1406 Operations	305,984.00	305,984.00	305,984.00	305,984.00
3	1408 Management Improvements	-	-	-	-
4	1410 Administration	6,017.30	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	85,964.95	18,361.44	18,361.44	18,361.44
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	894,141.81	972,814.62	972,814.62	972,814.62
11	1465.1 Dwelling Equipment - Nonexpendable	169,332.00	164,280.00	164,280.00	164,280.00
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	98,405.94	98,405.94	98,405.94	98,405.94
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 1,559,846.00	$ 1,559,846.00	$ 1,559,846.00	$ 1,559,846.00
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 Conversation Measures	-	-	-	-

10/21/10

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 I **0**				**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	
Broadway	Gas Furnace Replacement	1460.00	1 LS	-	-	-		FFA
Manor								
IN.11-22	Roof Redesign, Gutters & Dwspts	1460.00	1 LS	410,185.89	410,185.89	410,185.89	410,185.89	2004&2006
Ivanhoe	Roofing Replacement and Repair	1460.00	1 LS	-	-			FFA
Gardens	Exterior Waterlines Replacement	1450.00	1 LS	-				FFA
IN.11-02	Streets & Sidewarlks Repairs	1450.00	1 LS	-	-	-		FFA
	Perimeter Fencing of Development	1450.00	1 LS	-				FFA
	Appraisal	1450.00	1 LS	-	-	-		FFA
	Demolition	1485.00	1 LS	-	-			FFA
	Relocation Plan	1495.00	1 LS	-	-	-	-	FFA
3280 Pierce	Closet & Interior	1460.00	1 LS	-	-	-		FFA
IN.11-7	Structural Problems	1460.00	1 LS	-				FFA
Hi-Rise	Laundry Facility	1470.00	1 LS	-	-	-		FFA
	Roof Repair&Masonry Restor.	1460.00	1 LS	235,395.60	235,395.60	235,395.60	235,395.60	2004&2006
Colonial Gard	Sewer Clean-out	1450.00	1 LS	-	-			FFA
IN.11-09/10	Closet & Interior Doors	1460.00	1 LS	-	-	-		FFA
				-				
Miller Heights	Sewer Clean-out	1450.00	1 LS	-	-			FFA
IN.11-17	Vacancy Reduction	1460.00	20 EA	-	82,246.81	82,246.81	82,246.81	2008

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 I **0**				**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	
Carolyn B.	Interior Painting Bldg & Units	1460.00	1 LS	-	-	-		FFA
Mosby								
Hi-Rise	Roof Repair&Masonry Restor.	1460.00	1 LS	193,583.32	193,583.32	193,583.32	193,583.32	2004&2006
IN11-11								
	Tuck Pointing & Structural Repairs	1460.00	1 LS	-	-			FFA
				-				
Genesis T.	Interior Painting Bldg & Units	1460.00	1 LS	-	-			FFA
	Resurface Residents Parking Lot	1450.00	1 LS	-	-	-		FFA
	New Employees Parking Lot	1450.00	1 LS	-	-	-		FFA
East Point				-	-			
IN.11-06	Exterior Doors	1460.00	140 EA	-	-	-		2004 & 2005
Dorie M11-05	Roof Repair&Masonry Restor.	1460.00	1 LS	54,977.00	51,403.00	51,403.00	51,403.00	
IN 11-17-MH	Exterior Doors	1460.00						FFA
Ivan. Garden	Exterior Doors	1460.00	140 EA	-	-	-		FFA
IN 11-23								
HA-Wide	Operations	1406.00	1 LS	305,984.00	305,984.00	305,984.00	305,984.00	
Mgmt Improv.	Resident Training	1408.00	1 LS	-	-	-		FFA
	Staff Training	1408.00	1LS	-	-	-		FFA
	Computer Software	1408.00	1 LS	-	-	-		FFA
	Network Technical Assistance	1408.00	1 LS	-	-	-		FFA
	Vacant Unit Crew	1408.00	1 LS	-	-	-		FFA
	Hi-Rise Security	1408.00	1 LS	-	-	-		FFA
HA-Wide	Non-Technical Salaries	1410.00	1 LS	3,283.30	-	-		FFA
Admin.								FFA
	Technical Salaries	1410.00	1 LS	-	-	-		FFA
	Independent Auditor	1411.00	1 LS	-	-	-		FFA
Fees & Cost	A&E Services	1430.00	1 LS	85,964.95	18,361.44	18,361.44	18,361.44	2004/08 Child
	Legal Expense	1410.00	1LS					

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 I **0**	**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	2,734.00	-	-		FFA
Admin.								
	Travel Expense	1410.00	1 LS	-	-	-		FFA
				-				
	Publication Expense	1410.00	1 LS	-	-	-		FFA
	Telephone Expense	1410.00	1 LS	-	-	-		FFA
	Sundry Expense	1410.00	1 LS	-	-	-		FFA
HA-Wide								
Fees & Costs	Phase II Environmental Assess.	1430.00	1 LS	-	-	-		FFA
HA-Wide	Replace Cabinets&Countertop	1465.10	178 EA	169,332.00	164,280.00	164,280.00	164,280.00	Vac. Reduct.
				-				
	Replace Refrigerators&Ranges	1465.10	1 LS	-	-	-		FFA
	Replace Hot Water Tanks	1465.10	1 LS	-	-	-		FFA
	Maintenance Equipment	1475.00	1 LS	-	-	-		FFA
	Replace Maintenance Trucks	1475.00	1 LS	98,405.94	98,405.94	98,405.94	98,405.94	
	Tree Trimming & Cutting	1450.00	1 LS	-	-	-		FFA
	Landscape Sod and Dirt	1450.00	1 LS	-	-	-		FFA
	Exterior Keys & Locks Change-out	1460.00	1 LS	-	-	-		FFA
	Exterior Door Replacement	1460.00	1 LS	-	-	-		FFA
	Roof Repair and Replacement	1460.00	1 LS	-	-	-		FFA
	Asphalt Repair & Replacement	1450.00	1 LS	-	-	-		FFA
	Curb & Sidewalk Repair & Replace	1450.00	1 LS	-	-	-		FFA
	Window Replacement	1460.00	1 LS	-	-	-		FFA
	Exterior Security Lighting	1450.00	1 LS	-	-	-		FFA
	Hydrants	1450.00	1 LS	-	-	-		FFA
	New Central Office Building	1499.00	1 LS	-	-	-		FFA
	Technical Advisor - Mixed Finance	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:	Grant Type and Number		Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No:	IN36P011501-06	2006
	Replacement Housing Factor Grant No:	0	

Development Number Namw/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	
Ivanhoe Gardens	7/17/2008			7/17/2010			
IN 11-02							
Miller&East Point IN 11-06&0	7/17/2008			7/17/2010			
3280 Pierce Street	7/17/2008			7/17/2010			
IN 11-07 Hi-Rise							
Colonial Gardens	7/17/2008			7/17/2010			
IN 11-09&10							
Miller Heights	7/17/2008			7/17/2010			
IN 11-17							
650 Jackson St	7/17/2008			7/17/2010			
IN 11-11 Hi-Rise							
Broadway Manor	7/17/2008			7/17/2010			
IN 11-22							
Ivanhoe Gardens	7/17/2008			7/17/2010			
Scattered Site							
IN 11-23							
Genesis Tower	7/17/2008			7/17/2010			
IN 11-25 Hi-Rise							
HA - Agency Wide	7/17/2008			7/17/2010			

Alfreda Peterson
Name

Executive Director
Title

11-22-10
Date

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No: IN36P011501-07 Replacement Housing Factor Grant No:	2007

☑ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☑ Revised Annual Statement (revision no. 2) (08/25/09)

☐ Performance and Evaluation Report for Program Year 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-CGP Funds				
2	1406 Operations	947,665.00	947,665.00	947,665.00	947,665.00
3	1408 Management Improvements	-	-	-	-
4	1410 Administration	-	473,833.20	473,833.20	473,833.20
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	83,619.60	144,921.45	144,921.45	144,921.45
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	3,427,067.40	2,960,555.92	2,960,555.92	2,051,763.20
11	1465.1 Dwelling Equipment - Nonexpendable	279,980.00	211,356.43	211,356.43	211,356.43
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 4,738,332.00	$ 4,738,332.00	$ 4,738,332.00	$ 3,829,539.28
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	-	-	-	-

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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 I **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	
Colonial	Interior Electrical	1460.00	1 LS	-	-	-		FFA
Gardens	Vacancy Reduction	1460.00	1 LS	551,003.00	551,003.00	551,003.00	3,911.98	
AMP 9	Low-Water Pressure	1450.00	1 LS	-	-	-		FFA
	Low-Water Pressure - Pt.2	1450.00	1 LS	-				FFA
	Flooring	1460.00	1 LS	-	-	-		FFA
Al Thomas	Vacancy Reduction	1460.00	1 LS	745,508.80	646,001.95	646,001.95	195,584.63	
AMP 3								
				-	-			
M.Heights	Exterior Doors	1460.00	1 LS	-				FFA
AMP 10	Vacancy Reduction	1460.00	1 LS	806,468.51	806,468.51	806,468.51	806,468.51	2008
Genesis T	Vacancy Reduction	1460.00	1 LS	180,000.00	180,000.00	180,000.00	119,451.91	
AMP 1								
C. Mosby	Vacancy Reduction	1460.00	1 LS	142,500.00	142,500.00	142,500.00	180,230.80	
AMP 2				-				
G. Park	Flooring	1460.00	1 LS	-	-	-		FFA
AMP 4	Vacancy Reduction	1460.00	1LS	45,000.00	45,000.00	45,000.00	31,831.20	
	Bathroom Renovation	1460.00	1 LS	-	-			FFA
Delaney	Vacancy Reduction	1460.00	1 LS	956,587.09	589,582.46	589,582.46	714,284.17	2005
AMP 7								

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 I **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	Independent Auditor	1411.00	1 LS	-	-	-	-	FFA
Admin								
HA-Wide	A&E Services/Fees & Cost	1430.00	1 LS	83,619.60	82,221.45	82,221.45	82,221.45	Permits -VR
Fee & Costs		1430.00	1 LS		62,700.00	62,700.00	62,700.00	Appraiser
					-			
HA-Wide	Operations	1406.00	1 LS	947,665.00	947,665.00	947,665.00	947,665.00	
	Resident Training	1408.00	1 LS	-	-	-		FFA
	Staff Training	1408.00	1 LS	-	-	-		FFA
	Computer Software	1408.00	1 LS	-	-	-		FFA
	GHA Security	1408.00	1 LS	-	-	-	-	FFA
	Non-Technical Salaries	1410.00	1 LS	-	-	-		FFA
				-				
	Technical Salaries	1410.00	1 LS	-	-	-		FFA
	Legal Expense	1410.00	1 LS	-	-	-		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: **IN36P011501-07** Replacement Housing Factor Grant I **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	Fringe Benefits	1410.00	1 LS	-	-	-		FFA
	Travel Expense	1410.00	1 LS	-	-	-		FFA
	Management Fee Expense	1410.00	1 LS	-	473,833.20	473,833.20	473,833.20	
	Telephone Expense	1410.00	1 LS	-	-	-		FFA
	Publication &Sundry Expense	1410.00	1 LS	-	-	-		FFA
	Ranges & Refrigerators& Water Heaters	1465.10		204,630.00	188,250.24	188,250.24	188,250.24	
	Air Conditioners	1465.10		47,000.00	19,409.20	19,409.20	19,409.20	
	Kitchen Cabinets & Countertops	1465.10		28,350.00	3,696.99	3,696.99	3,696.99	2006
	Replace Maintenance Trucks	1475.00		-	-	-		FFA
	Maintenance Equipment	1475.00		-				FFA
	Curbs & Sidewalks	1450.00		-	-			FFA
	Tree Trimming & Cutting	1450.00		-				FFA
	Roof Repair/Replacement	1460.00		-				FFA
	Asphalt Repair/Replacement	1450.00		-				FFA
	Landscape & Sodding	1450.00		-				FFA

Annual S[illegible]ment / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name:	Grant Type and Number		Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No:	IN36P011501-07	2007
	Replacement Housing Factor Grant No:	0	

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	9/12/2009			9/12/2011			
Glen Park	9/12/2009			9/12/2011			
AMP 4							
Colonial Gardens	9/12/2009			9/12/2011			
AMP 9							
Carolyn Mosby	9/12/2009			9/12/2011			
AMP 2							
Miller Heights	9/12/2009			9/12/2011			
AMP 10							
Genesis Tower	9/12/2009			9/12/2011			
AMP 1							
Al Thomas	9/12/2009			9/12/2011			
AMP 3							
Delaney	9/12/2009			9/12/2011			
AMP 7							

Alfreda Peterson
Name

11-22-10
Date

Executive Director
Title

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: 2 (8/17/09)
☐ 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	928,163.00	928,163.00	928,163.00	928,163.00
3	1408 Management Improvements	737,889.00	180,000.00	180,000.00	
4	1410 Administration	427,964.00	464,082.00	464,082.00	464,082.00
5	1411 Audit	20,000.00	20,000.00		
6	1415 Liquidated Damages	0.00	0.0		
7	1430 Fees and Costs	206,000.00	455,306.85	455,306.85	371,962.43
8	1440 Site Acquisition	0.00	0.00	0.00	
9	1450 Site Improvement	308,269.00	0.00	0.00	
10	1460 Dwelling Structures	1,417,356.00	2,593,265.15	2,593,265.15	1,718,804.41
11	1465.1 Dwelling Equipment—Nonexpendable	481,279.00	0.00		
12	1470 Non-dwelling Structures	0.00	0.00		
13	1475 Non-dwelling Equipment	113,897.00	0.00		
14	1485 Demolition	0.00	0.00		
15	1490 Replacement Reserve	0.00	0.00		
16	1492 Moving to Work Demonstration	0.00	0.00		
17	1495.1 Relocation Costs	0.00	0.00		
18	1499 Development Activities	0.00	0.00		
19	1501 Collateralization or Debt Service	0.00	0.00		
20	1502 Contingency	0.00	0.00		
21	Amount of Annual Grant: (sum of lines 2 – 20)	4,640,817.00	4,640,817.00	4,620,817.00	3,483,011.84
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				

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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: **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	928,163.00	928,163.00	928,163.00	928,163.00	
HA-Wide Mgmt. Improvements	Resident Training & Staff Training	1408	1 LS	19,000.00	0.00			FFA
	Computer Software/Hardware& Training	1408	1 LS	0.00	180,000.00	180,000.00		
	Rehab Vacant Units	1408	1 LS	364,889.00	0.00			FFA
	GHA Security	1408	1 LS	354,000.00	0.00			FFA
HA-Wide Admin	Non-Technical Salaries	1410	1 LS	113,839.00	0.00			
	Technical Salaries	1410	1 LS	201,304.00	0.00			
	Legal Expense	1410	1 LS	1,500.00	0.00			
	Fringe Benefits	1410	1 LS	93,721.00	0.00			
	Travel Expense	1410	1 LS	5,000.00	0.00			
	Sundry Expense & Publication Expense	1410	1 LS	10,000.00	0.00			
	Telephone Expense	1410	1 LS	2,600.00	0.00			
	Management Fee Expense	1410	1 LS	0.00	464,082.00	464,082.00	464,082.00	
	Independent Auditor	1411	1 LS	20,000.00	20,000.00			
HA-Wide Fees and Costs	A&E Services	1430	1 LS	206,000.00	250,000.00	250,000.00	220,192.43	J. Childs
					103,520.00	103,520.00	104,320.00	D'Escoto-05
		1430			54,336.85	54,336.85		F & F 2005
		1430			47,450.00	47,450.00	47,450.00	Asset Works

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	0.00			
AMP #004	Structural Problems	1460	1LS	76,356.00	0.00			
IN-07	Laundry Rooms	1460	1LS	100,000.00	0.00			
Colonial Gardens	Closet & Interior Doors	1460	1 LS	680,000.00	0.00			
IN-09 & IN-10	AMP #009							
AMP #005								
Concord Village	Vacancy Reduction Program	1460	1 LS	0.00	1,116,496.56	1,116,496.56	913,189.50	
IN 11-08,15 & 19								
Ivanhoe Gardens	Exterior Doors	1460	1 LS	21,000.00	0.00			
IN 11-23								
GHA-Wide	Replace Ranges & Refrigerators	1465		400,000.00	0.0			
GHA-Wide	Replace Doors-Vacancy Reduction	1460	91	0.00	24,570.00	24,570.00	24,570.00	
GHA-Wide	Replace Hot Water Tanks	1465		81,279.00	0.0			
GHA-Wide	Maintenance Equipment	1475		50,000.00	0.0			
GHA-Wide	Replace Maintenance Truck	1475		63,897.00	0.0			
AMP #10	Vacancy Reduction Program	1460	1 LS	0.00	1,441,418.56	1,441,418.56	770,264.91	

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	
D. Miller/M.Hght								
GHA-Wide	Curbs & Sidewalks	1450		108,269.00	0.0			
GHA-Wide	Roof Repair/Replacement	1460		200,000.00	0.0			
GHA-Wide	Asphalt Repair/Replacement	1450		200,000.00	0.0			
AMP #005	Roof Repair/Replacement	1460		0.00	10,780.00	10,780.00	10,780.00	Gluth - roofs
Concord Village								

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: **Gary Housing Authority**	**Grant Type and Number** Capital Fund Program No: **IN36P011501-08** Replacement Housing Factor No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
GHA-Wide	06/12/2010			06/12/2012			
Concord Vill. AMP 5	06/12/2010			06/12/2012			
IN 11-08, 15 & 19							
3280 Pierce AMP 4	06/12/2010			06/12/2012			
IN 11-07							
Colonial Gard. AMP 09	06/12/2010			06/12/2012			
IN 11-09 & 10							
D. Miller/M. Hghts	06/12/2010			06/12/2012			
AMP 10 – IN 11-5 & 17							
Ivanhoe Gardens	06/12/2010			06/12/2012			
IN 11-23							

Alfreda Peterson
Name

Executive Director
Title

11-22-10
Date

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: The Housing Authority of The City of Gary, IN	Grant Type and Number Capital Fund Program Grant No: IN36P011501-09 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement (revision no: 1 (9/11/09)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	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]	1,005,544.00	923,316.00	923,316.00	923,316.00
3	1408 Management Improvements	3,168,489.00	301,627.20	101,627.20	
4	1410 Administration (may not exceed 10% of line 21)	502,772.00	461,658.00	461,658.00	461,658.00
5	1411 Audit	20,600.00	100,000.00		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	213,000.00	272,000.00		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures		2,457,978.80	1,666,705.15	266,087.35
11	1465.1 Dwelling Equipment—Nonexpendable		100,000.00	88,715.50	39,628.42
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	117,314.00			
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.

@ 10/31/10

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: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval: 2009**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no: 1)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **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)	5,027,719.00	4,616,580.00	3,242,021.85	1,690,689.77
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 Alfreda Peterson **Date** 11-22-10

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.

Part II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
GHA - WIDE	Operations	1406	11 AMPS	1,005,544.00	923,316.00	923,316.00	923,316.00	
GHA - WIDE	Management Improvement-Vac. Reduc	1408		3,168,489.00	301,627.20	101,627.20		Security -VR+
COCC	Administration	1410	1 Center	502,772.00	461,658.00	461,658.00	461,658.00	Mang. Fee
GHA - WIDE	Audit	1411	2 EA	20,600.00	100,000.00			
GHA - WIDE	Fees and Cost	1430	1 EA	213,000.00	272,000.00			
GHA- WIDE	Dwelling Structures - Vac. Reduction	1460	50 EA		2,220,280.66	1,400,617.80		Vac. Reduct.
			3 AMPS		237,698.14	266,087.35	266,087.35	Ext. Renov. 05
GHA - WIDE	Dwelling Equipment - Nonexpendable	1465	1 LS		100,000.00	88,715.50	39,628.42	
GHA - WIDE	Non-Dwelling Equipment	1475	1 LS	117,314.00	0.00			FFA

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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 II: Supporting Pages		
PHA Name: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Housing Authority of The City of Gary | **Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
GHA - WIDE	09-14-2011		09-14-2013		
COCC	09-14-2011		09-14-2013		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 AMERICAN RECOVERY AND REINVESTMENT ACT Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no:** 3 (02/17/10)
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	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)	587,435.80	587,435.80	587,435.80	299,545.55
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	450,000.00	449,007.00	449,007.00	335,751.07
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,836,922.20	3,404,915.20	3,404,915.20	756,751.83
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	2,000,000.00	1,433,000.00	1,433,000.00	1,117,575.00
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.

@ 10/31/10

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: The Housing Authority of the City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no:** 3 (02/17/10)

☐ **Performance and Evaluation Report for Period Ending:** ☐ **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)	$5,874,358.00	5,874,358.00	5,874,358.00	2,509,623.45
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 Glenda Peterson **Date** 11-22-10

Signature of Public Housing Director **Date**

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[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 II: Supporting Pages

PHA Name: The Housing Authority of the City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
HA - Wide Administration	Salaries - Administrative Oversee Projects	1410	1 Contract	587,435.80	587,435.80	587,435.80	299,545.55	NKA Mang.Fee
HA - Wide	A&E and Construction Manager	1430	1 ea	450,000.00	449,007.00	154,345.00 294,662.00	126,020.89 209,730.18	Globetrotter Habitat
Dorie Miller, East Point - AMP 10	Vacancy Reduction	1460	92 units	2,836,922.20	3,404,915.20	3,404,915.20	756,751.83	GARIUP
HA- Wide Dwelling Structures	Roofing Repair/Replacement	1460	1LS	0.0	0.00			2006 &2008
Ivanhoe - AMP 6	Demolition	1485	316 units/Office	2,000,000.00	1,433,000.00	1,433,000.00	1,117,575.00	National Sal.& Serv.

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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 II: Supporting Pages

PHA Name: The Housing Authority of the City Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Housing Authority of the City of Gary, IN | IN36S011501-09 | **Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
HA - Wide	3/17/2010		3/17/2012		
Dorie Miller- AMP 10	3/17/2010		3/17/2012		
East Point - AMP 10	3/17/2010		3/17/2012		
Ivanhoe - AMP 6	3/17/2010		3/17/2012		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no:2 (8/4/2010)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	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]	951,015.00	920,211.00	920,211.00	
3	1408 Management Improvements	475,507.00	0.00		
4	1410 Administration (may not exceed 10% of line 21)	475,507.00	460,106.00	460,106.00	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	225,972.00	242,600.00		
8	1440 Site Acquisition				
9	1450 Site Improvement	350,000.00	0.00		
10	1460 Dwelling Structures	2,100,000.00	2,978,139.00		
11	1465.1 Dwelling Equipment—Nonexpendable	177,076.00	0.00		
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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[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.

@ 10/31/10

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: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no: 2 8/4/2010)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **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)	4,755,077.00	4,601,056.00	1,380,317.00	
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 Alfreda Peterson **Date** 11-22-10

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.

Part II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
GHA - WIDE	Operations	1406	12 AMPS	951,015.00	920,211.00	920,211.00		AMPS
GHA - WIDE	Management Improvements	1408		475,507.00	0.00			
COCC	Administration - ED, DD, Maintenance Supervisor, Procurement Dept., Budget Accountant, MIS, Exec. Secretary, Internal Auditor & Finance Department	1410	1 Center	475,507.00	460,106.00	460,106.00		Manag. Fee
GHA - WIDE	Fees and Cost for Vacancy Reduction Program	1430	1 EA	225,972.00	242,600.00			
GHA - WIDE	Site Improvements	1450	8 AMPS	350,000.00	0.00			FFA
	Curbs and Sidewalks							
Delaney East /West AMP 7	Dwelling Structures-Vacancy Reduction Program for Delaney East & West	1460	80 Vacant Units	2,100,000.00	2,978,139.00			Vacancy Reduction Pt. 3
GHA - WIDE	Dwelling Equipment - Stoves & Refrigerators	1465	1 LS	177,076.00	0.00			FFA

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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 II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: INP011501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Housing Authority of the City of Gary | **Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
GHA - WIDE	07/14/2012		07/14/2014		
COCC	07/14/2012		07/14/2014		
Delaney East/West	07/14/2012		07/14/2014		
AMP 7					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

ATTACHMENT D
8.2 PHA Plan Element:
Capital Fund Program
Five-Year Action Plan

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name
The Housing Of The City of Gary, IN

☑ Original 5-Year
☐ Revision No.

Development Number/Name/HA-Wide	Year 1 FFY: 11	Work Statement for Year 2 FFY Grant: 2012 PHA FY:	Work Statement for Year 3 FFY Grant: 2013 PHA FY:	Work Statement for Year 4 FFY Grant: 2014 PHA FY:	Work Statement for Year 5 FFY Grant: 2015 PHA FY:
	Annual Statement				
1406 Operation HA-Wide		1,098,606.00	1,131,564.18	1,165,510.92	1,200,476.44
1408 Management HA-Wide		354,000.00	364,620.00	833,943.62	386,825.36
1410 HA Wide		481,677.00	496,127.31	511,010.81	526,341.46
1411 Audit Fee		22,511.00	23,186.33	23,881.58	24,598.38
1430 Fee & Cost HA -Wide		232,751.00	239,733.53	246,926.02	254,333.30
1440 Site Acquisition			-		
1450 Site Improvement		365,624.00	376,592.72	387,890.79	399,527.21
1460 Dwelling Structure		2,063,912.00	2,125,829.36	1,731,218.85	2,255,292.37
1465 Dwelling Equipment		742,535.00	764,811.05	787,755.33	811,388.04
1470 Non-Dwelling Structure		-	-		
1475 Non-Dwelling Equipment		132,313.00	136,282.39	140,370.46	144,581.99
1485 Demolition					
1490 Reserve					
1495 Relocation Costs					
1499 Development Activities					
1502 Contingency					
CFP Funds Listed for 5-year planning	5,333,912	5,493,929.00	5,658,746.87	5,828,508.38	6,003,364.55
Replacement Housing Factor Funds		250,000.00	250,000.00	250,000.00	250,000.00

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year 11	Activities for Year: 2 FFY Grant: 2012 PHA FY: 3/31/2013			Activities for Year: 3 FFY Grant: 2013 PHA FY: 3/31/2014		
See Annual Statement	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
1460	Dorie Miller	Doors	257,500.00	Dorie Miller	Doors	265,225.00
1460	IN 11-05	Bathroom Renovation	103,000.00	IN 11-05	Bathroom Renovation	106,090.00
1460		Structural Problems	154,500.00		Structural Problem	159,135.00
1460	Al Thomas	Structural Problems	97,850.00	Al Thomas	Structural Problem	100,785.50
1460	IN 11-24	Doors	87,550.00	IN 11-24	Doors	90,176.50
1460		Closets	77,250.00		Closets	79,567.50
1460		Roofing	77,250.00		Roofing	79,567.50
1460	Delaney Community	Painting & Drywall	51,500.00	Delaney Community	Painting and Drywall	53,045.00
1460	IN-01	Kitchen Renovation	293,550.00	IN 11-01	Kitchen Renovation	302,356.50
1460	IN 11-06	Flooring	257,500.00		Flooring	265,225.00
1465	HA-Wide	Replace Ranges	306,940.00	HA_Wide	Replace Ranges	316,148.20
1465	HA-Wide	Replace Refrigerators	305,910.00	HA_Wide	Replace Refrigerators	315,087.30
1465	HA-Wide	Replace Hot Water Tank	129,685.00	HA_Wide	Replace Hot Water Tanks	133,575.55
1475	HA-Wide	Maint. Equip	61,800.00	HA_Wide	Maint Equipment	63,654.00
1475	HA-Wide	Replace Maint. Trucks	70,513.00	HA_Wide	Replace Maint. Trucks	72,628.39
1460	HA-Wide	Plumbing	32,250.00	HA_Wide	Plumbing	33,217.50
1430	HA-Wide	A&E Fees	232,751.00	HA_Wide	A&E Fees	239,733.53
1460	3280 Pierce Street	Laundry Room	39,140.00	3280 Pierce Street	Laundry Room	40,314.20
	In 1107			IN 11-07		
			$ 2,636,439.00		Total CFP Estimated Cost	$ 2,715,532.17

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year 11	Activities for Year: 2 FFY Grant: 2012 PHA FY: 3/31/2013			Activities for Year: 3 FFY Grant: 2013 PHA FY: 3/31/2014		
See Annual Statement	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
1406	HA-Wide	Operations	$1,098,606.00	HA-Wide	Operations	$1,131,564.18
1460	HA-Wide	Rehab Vacant Units	432,072.00	HA-Wide	Rehab Vacant Units	445,034.16
1408	Ind 11-7,11,24&25	Security	354,000.00	Ind 11-7,11,24&25	Security	364,620.00
1411	HA-Wide	Audit Cost	22,511.00	HA-Wide	Audit Cost	23,186.33
1410	HA-Wide	Administration	481,677.00	HA-Wide	Administration	496,127.31
1450	HA-Wide	Curbs & Sidewalks	159,624.00	HA-Wide	Curbs & Sidewalks	164,412.72
1460	HA-Wide	Roof Repair/Replacemt	103,000.00	HA-Wide	Roof Repair/Replacemt	106,090.00
1450	HA-Wide	Asphalt Repair/Replmt	206,000.00	HA-Wide	Asphalt Repair/Replmt	212,180.00
		Total CFP Estimated Cost	$ 2,857,490.00			$ 2,943,214.70

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year 1	Activities for Year: 2 FFY Grant: 2012 PHA FY: 3/31/2013			Activities for Year: 3 FFY Grant: 2013 PHA FY: 3/31/2014		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement						
		Total CFP Estimated Cost	$ -			$ -

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year: 4 FFY Grant: 2014 PHA FY: 3/31/2015			Activities for Year: 5 FFY Grant: 2015 PHA FY: 3/31/2016		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
Dorie Miller	Doors	$273,181.75	Dorie Miller	Doors	$281,377.20
IN 11-05	Bathroom Renovation	$109,272.70	IN 11-05	Bathroom Renovation	$112,550.88
	Structural Problem	$163,909.05		Structural Problem	$168,826.32
Al Thomas	Structural Problem	$103,809.07	Al Thomas	Structural Problem	$106,923.34
IN 11-24	Doors	$92,881.80	IN 11-24	Doors	$95,668.25
	Closets	$81,954.53		Closets	$84,413.16
	Roofing	$81,954.53		Roofing	$84,413.16
Delaney Community	Painting and Drywall	$54,636.35	Delaney Community	Painting and Drywall	$56,275.44
IN 11-01	Kitchen Renovation	$311,427.20	IN 11-01	Kitchen Renovation	$320,770.01
	Flooring	$273,181.75		Flooring	$281,377.20
		0.00			0.00
HA_Wide	Replace Ranges	$325,632.65	HA_Wide	Replace Ranges	$335,401.63
HA_Wide	Replace Refrigerators	$324,539.92	HA_Wide	Replace Refrigerators	$334,276.12
HA_Wide	Replace Hot Water Tanks	$137,582.82	HA_Wide	Replace Hot Water Tanks	$141,710.30
HA_Wide	Maint Equipment	$65,563.62	HA_Wide	Maint Equipment	$67,530.53
HA_Wide	Replace Maint. Trucks	$74,807.24	HA_Wide	Replace Maint. Trucks	$77,051.46
HA_Wide	Plumbing	$34,214.03	HA_Wide	Plumbing	$35,240.45
HA_Wide	A&E Fees	$246,925.54	HA_Wide	A&E Fees	$254,333.30
3280 Pierce Street	Laundry Room	$41,523.63	3280 Pierce Street	Laundry Room	$42,769.33
IN 11-07			IN 11-07		
Total CFP Estimated Cost		$ 2,796,998.14			$ 2,880,908.08

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year: 4 FFY Grant: 2014 PHA FY: 3/31/2015			Activities for Year: 5 FFY Grant: 2015 PHA FY: 3/31/2016		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
HA-Wide	Operations	$1,165,511.11	HA-Wide	Operations	$1,200,476.44
HA-Wide	Rehab Vacant Units	$458,385.18	HA-Wide	Rehab Vacant Units	$472,136.74
Ind 11-7,11,24&25	Security	$375,558.60	Ind 11-7,11,24&25	Security	$386,825.36
HA-Wide	Audit Cost	$23,881.92	HA-Wide	Audit Cost	$24,598.38
HA-Wide	Administration	$511,011.13	HA-Wide	Administration	$526,341.46
HA-Wide	Curbs & Sidewalks	$169,345.10	HA-Wide	Curbs & Sidewalks	$174,425.45
HA-Wide	Roof Repair/Replacemt	$109,272.70	HA-Wide	Roof Repair/Replacemt	$112,550.88
HA-Wide	Asphalt Repair/Replmt	$218,545.40	HA-Wide	Asphalt Repair/Replmt	$225,101.76
	Total CFP Estimated Cost	$ 3,031,511.14			$ 3,122,456.48

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year: 4 FFY Grant: 2014 PHA FY: 3/31/2015			Activities for Year: 5 FFY Grant: 2015 PHA FY: 3/31/2016		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
	Total CFP Estimated Cost	$ -			$ -

ATTACHMENT E
9.0 PHA Plan Element:
Housing Needs

9.0 Housing Needs (for Public Housing)

The GHA has taken the following steps to ensure consistency of the PHA Plan with the Consolidated Plan for the jurisdiction:

The GHA has based it statement of needs of families on its waiting lists and on the needs expressed in the Consolidated Plan. The GHA has participated in a consultation process for the Consolidated Plan and in the development of the Consolidated Plan in previous years. The GHA's goal is to increase homeownership for low and moderate income first time home buyers, decrease substandard rental housing, increase rental assistance to low and moderate income households, increase the level of affordable housing and increase affordable housing units for the elderly.

Housing Needs of Families on the Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the Waiting List SECTION 8			
Waiting list type: ☒ Section 8 tenant-based assistance			
	# of families	% of total families	Annual Turnover
Waiting list total	**9,637**		N/A
Extremely low income <=30% AMI	**8,392**	87%	
Very low income (>30% but <=50% AMI)	**1072**	12%	
Low income (>50% but <80% AMI)	**103**	1%	
Families with children	N/A		
Elderly families	376	4%	
Families with Disabilities	1,644	17%	
Race/ethnicity (African American)	9,233	96%	
Race/ethnicity (Hisp.)	119	2%	
Race/ethnicity (Asi.)	3	.31%	
Race/ethnicity (Caucasian)	141	2%	
Is the waiting list closed (select one)? ☐ No ☒ Yes If yes: How long has it been closed (# of months)? 24 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			

Waiting List Total	838	%
Extremely low income <=30% AMI	729	86.99%
Very low income (>30% but <=50% AMI)	105	12.53%
Low income (>50% but < 80% AMI)	4	0.48%
Families with children	413	49%
Elderly Families	55	7%
Families with Disabilities	177	21%
Race/ethnicity (African American)	802	96%
Race/ethnicity (Hisp.)	11	1%
Race/ethnicity (Asi.)	0	0%
Race/ethnicity (Caucasian)	13	2%
Bedrooms		
1BR	420	50%
2BR	244	29%
3BR	125	15%
4BR	39	5%
5BR	10	1%
over 5BR	0	0%

ATTACHMENT E
9.1 PHA Plan Element: Strategy for Addressing Housing Needs

9.1 Strategy for Addressing Housing Needs

Need: Specific Family Types
Races or Ethnicities with Disproportionate Housing Needs

Strategy: Conduct activities to affirmatively further fair housing

The shortage of affordable housing for all eligible populations will be addressed by:

Counsel Section 8 tenants as to the location of units outside of areas of poverty or minority concentration and assist them in relocating to those units. Market the Section 8 program to owners outside of areas of poverty/minority concentrations.

Maximize the number of affordable units available to the GHA within its current resources by employing effective maintenance and management policies to minimize the number of public housing units off line, reducing turnover time for vacant units and reducing time to renovate public housing units.

ATTACHMENT F
10.0 PHA Plan Element:
Additional Information

ATTACHMENT F
10.0 [a] PHA Plan Element:
Progress in Meeting
Mission and Goals

10.0 (a) Progress in Meeting Mission and Goals

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 continued its partnership 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) has served 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. Staff responsible for implementing the housing programs and services has increased their level of accountability during this conversion to Asset Management. A total of twelve GHA employees attended a week long Public Housing Management course and took the examination in order to become PHM certified.

The Gary Housing Authority's Housing Choice Voucher Program (HCVP) achieved High Performer status in 2010. Moving forward, the HCVP's goal is to maintain High Performer status. In this regard, we will seek to expand housing opportunities for families in low poverty and deconcentrated 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 assistance from HUD, developing and updating internal policies and procedures, and establishing sound accountability measures, the GHA will move forward and operate efficiently and effectively to make a positive impact on affordable housing for our clients in the future.

ATTACHMENT F
10.0 [b] PHA Plan Element:
Significant Amendment and
Substantial Deviation/Modification

10.0 (b) Significant Amendment and Substantial Deviation/Modification

Conditions that constitute a Significant Amendment and Substantial Deviation/Modification from the Five Year Plan and the Annual Plan

The Gary Housing Authority defines a <u>significant amendment</u> as follows:

- **Discretionary changes in the plan or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.**

The Gary Housing Authority defines a <u>substantial deviation/modification</u> 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 that are made to our rent, admission policies, or waiting list**

- **Changes in our demolition or disposition designation**

- **Changes in our homeownership program or conversion activities.**

Should a significant amendment and/or substantial deviation/modification occur as defined above; 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.

ATTACHMENT F
10.0 [c] PHA Plan Element:
Memorandum of Agreement

Memorandum of Agreement (MOA)
Part B
Performance Targets and Strategies
(Extended) October 2010

US Department of Housing and Urban Development

Office of Public and Indian Housing

PHA Name: Gary Housing Authority **PHA FYE: 3/31** **Plan Term: January 1, 2008 – December 31, 2008**

Operational Area: 1. GOVERNANCE

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS

Operational Area: 1. GOVERNANCE

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
1.1 Improve oversight and monitoring by the Board of Commissioners [Reference: State Law; Public Act 18 of 1937 as amended in 1996]	**Inadequate provision of proper oversight under prior Boards. Newly appointed Brd. – 10/2006**	**Acceptable monitoring of the MOA and operations to meet regulatory requirements.**	**08/31/08**	**Complete**
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 and newly appointed Board Commissioners	All commissioners regularly trained.		**Ongoing** See attached schedule of trainings and descriptions for the Executive Director and the Commissioners.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Monitor closeout of all OIG Audit Findings.	Not started.	Complete Corrective Actions.	Based on agreed upon Mgmt. Decision	**Ms. Peterson is currently working with Finance and Section 8 to clear up all outstanding findings. The agency signed repayment agreements with HUD for the 2005-CH-1020 OIG Audit. The payments are up to date and the Board is aware of the payments. The payments will also be a part of the 2010-2011 budget.**
1.2 Ensure the Board of Commissioners monitors progress under the MOA [Reference 24 CFR 902.75a]	**Needs Monthly Reports**	**MOA reports clearly noted every month**	**1/31/08**	**Completed**
A. Develop a process for reviewing monthly MOA progress.	Develop process.	Include process as part of the monthly Board meeting.		**Completed. A review schedule has been made for Board of Commissioners, Executive Director and Staff.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. 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	**Commissioner Cook stated at the September 9th Board Meeting he had received all of the evaluations except one. He said when he receives the last evaluation he would tally the information and submit it to the Board and to Theresa Lawson-Enane to forward to the HUD Field Office with the October MOA.**
C. Participate in training provided by state or national industry groups.		As funds permit		**On 10/27/10 the E.D. began the HTVN Public Housing Management Certification on-line.**

Operational Area: **2. ORGANIZATION AND STAFFING**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
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.	**Ineffective Organizational structure.**	**Elimination of unnecessary positions and realignment of effective organizational staffing.**	**Revised 5/28/08**	**Per Ken Tatum of Tatum & Associates, this has been completed and submitted to HUD.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
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.	**Revised 6/28/08 Updated 4/14/10**	**HR has begun the process of looking for a new Finance Director after receiving the resignation of the current Finance Director on April 9, 2010. Ads will begin appearing on Sunday, April 19th in various publications and websites including the Post Tribune, Hammond Times, Indianapolis Star, NAHRO, PHADA and Career Builder.com. A copy of the ad being used can be found in the attachments. The deadline to submit resumes is May 7th. GHA also terminated the new Asset Manager for excessive absenteeism after only working five and a half days from March 2nd through April 12th. The Deputy Director and Facilities & Maintenance Manager will continue to fill the needs of that position until further notice.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. 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 Cooperation 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	personnel related and additional costs overruns due to the excess space and inventory is not being tracked	Reduce personnel and inventory costs to reasonable levels and	**Revised 6/28/08 Updated 4/14/10**	**The Woodlawn Organization is in their second year of managing GHA's Maintenance and Property Management, and consideration is being given to extend the agreement for an additional year. Attached is a current list of their employees along with their position titles. GHA still maintains its position to not close down the Central Warehouse in order to house fleet inventory and supplies that are being brought in for the Vacancy Reduction Programs. The Board of Commissioner is still opposed to contracting out Security, but costs are being better managed and in most cases are paid for by the AMPs and not the COCC.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Evaluate the feasibility and cost-effectiveness of contracting out some Agency functions.			**3/31/08** **Updated 4/14/10**	**To date, the following agency functions have been contracted out: legal services, Section 8, Maintenance, and Property Management.**
D. Reorganize legal, public safety and resident services functions to reduce costs.			**Revised 3/31/08** **Updated 4/14/10**	**The Board of Commissioners is still opposed to any plans to contract out Security; however the Finance Department has reallocated the salary costs for Security to the AMPs. At this time, the only salary which comes from the COCC budget is that of the Security Coordinator.**
E. Develop new organization chart and plan and adopt by Board Resolution.			**Revised 5/31/08 Updated 4/14/10**	**As requested, attached is the GHA COCC organizational chart.**
F. Implement necessary staff transfers, reduction in force or new hires to implement organization chart.			**Revised 6/28/08**	**See comment for 2.1A**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
2.2 Develop a training plan for staff on general program administration and program specific subjects [Reference: HUD Guidebook 7401.7]		**Skilled and efficient staff**	**Revised 8/31/08** **Updated 4/14/10**	**The COCC staff completed two training classes through Nan McKay that included certifications in the areas of Public Housing Management and Procurement & Contract Management. If monies are available in the budget, plans will be made to offer onsite training again to cut down on costs associated with transportation, lodging, etc.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Evaluate current staff skills levels (based on job assignment)			**Revised 8/31/08** **Updated 4/10/10**	**The Woodlawn Organization has been evaluating staff since they acquired them in October 2008. As a result of their evaluations, employees have advanced to higher positions within the organization including supervisory roles in both maintenance and property management. Specific training was given to their Property Managers and all are now RIM certified, and all but one has their Public Housing Management Certification. They are also trained in Customer Service, Rent Collections, UPCS, and are currently going through YARDI training. Plans are also underway to provide additional training to their maintenance staff. See the attached list of current certifications achieved by GHA & Woodlawn.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Determine basic training requirements for each position type-include general administration/customer service training and program specific training			**Revised 8/31/08** **Updated 4/14/10**	**Eight (8) GHA employees and four (4) employees from the Woodlawn Organization successfully passed the Public Housing Management certification examination issued on October 30, 2009 and February 5, 2010 by Nan McKay. See Attachment 2.2A for the list of those now certified in PHM and the other certifications that were received as well.**
C. Develop annual training plan that incorporate basic training requirements, including Ethics, PHAS, SEMAP, Procurement, Finance and Maintenance			**Revised 8/31/08** **Updated 4/14/10**	**Please see Attachment 2.2A for the list of those that are now certified in PHM, Procurement & Contract Management and RIM.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
2.3 Review, Develop and Implement Position Descriptions and Staff Performance Standards. [Reference: HUD Guidebooks 701.1 & 7401.]	**Outdated and unclear standards**	**Accurate job descriptions and performance standards**	**5/31/08**	**In the September 2008 MOA, job descriptions were provided for the COCC. Staff evaluations are completed on an annual basis at the staff member's anniversary date. The staffing plan for the GHA included acquiring an Asset Manager which was completed February 2009.**
A. Develop/revise position descriptions and performance standards in accordance with organization chart; include physical requirements and develop descriptions for those missing			**Revised 7/31/08**	**This task was completed in the September 2008 MOA.**
B. Perform salary comparability study to assign appropriate salaries to positions			**Revised 6/30/08** **Updated 4/14/10**	**Salary increases in the range of 5%-15% were given to all COCC staff which began on January 1, 2010. Please see the attached list of what percentage was given to each COCC employee.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Implement position descriptions and performance standards				**This task was completed in the September 2008 MOA.**
2.4 Develop process for setting Department goals and monitoring progress	**No process**	**Goals Achieved**	**Revised 4/28/08**	**MASS and SEMAP are completed monthly. A monthly FASS was created but is currently not done by the Finance Department.**
A. Assign AMPS, PHAS, SEMAP and other operational goals to appropriate Departments			**Revised 4/15/08**	**This has been completed. Point of contact is Mr. Willie Hollingsworth**
B. Develop monthly reporting system to monitor target goal achievement			**Revised 5/30/2008**	**A monthly report has been created for the SEMAP and MASS. *See monthly MOA supporting documentation. Completed.**
2.5 Enhance Staff Qualifications and Capabilities in Maintenance		**Improve Skills**	**Revised 6/28/08**	**Woodlawn has completed its evaluation of the maintenance staff and has selected its maintenance team. Completed.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Analyze maintenance staff and skill level requirements at each property and determine employee training needs			**Revised 3/31/08**	**Woodlawn has completed its evaluation of the maintenance staff and has selected its maintenance team. Completed.**
B. Obtain and conduct training to enhance employee skills.			**Revised 4/30/08**	**Woodlawn has completed its evaluation of the maintenance staff and has selected its maintenance team. Completed.**
C. Analyze use of contracting vs. in-house maintenance			**Revised 3/31/08**	**Woodlawn has completed its evaluation of the maintenance staff and has selected its maintenance team. Completed.**

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
D. Initiate contracting procedures and union negotiations if staff reduction in force is necessary			**Revised 3/31/08**	**Completed. A letter was sent to all GHA employees on 1/29/08 regarding ending the Collective Bargaining Agreement as of 3/31/08. As requested, a copy of this document has been submitted as an attachment for the February 2009 MOA.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
2.6 Improve communications between property managers, maintenance and other PHA departments. [Reference: HA Maintenance Plan]		**Improved Communication**	**1/31/08**	**Completed Updated 4/15/2010 Weekly Meetings are still being held. Attached is a copy of a Sign-in Sheet from Woodlawn.**

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.			2/29/08	**Completed. This is carried out in the Maintenance/ Property Managers meetings weekly on Fridays.**
B. Conduct monthly meetings between property managers, Director of Housing Management and Maintenance Supervisor.			2/29/08	**Completed. This is carried out in the Maintenance/ Property Managers meetings weekly on Fridays.**
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.			2/29/08	**Completed. This is accomplished every Tuesday in Executive Staff Meetings.**
D. Coordinate property level purchasing procedures with Materials and Contracts unit to ensure compliance with agency Procurement Policy.			2/29/08	**Completed**

Operational Area: **3. FINANCE AND PROCUREMENT** **The Financial Statements for the month of June have been attached with the FASS scores for May. Expenses are still in transition from the COCC to Woodlawn. The FASS scores will sent for July after the adjustments are made. The budgets are also attached. An extension is being requested for 3.9 for December 15, 2010.**

PHAS Performance Targets Indicator #: Name:	Baseline as of: 3/31/2006 REAC	First Quarter Target	Second Quarter Target	Third Quarter Target	Final Performance Target

		Score				
2-1	Current ratio	0	2.0	4.0	6.0	7.5
2-2	Expendable Fund Balance	0	2.0	3.0	4.0	4.5
2-3	Tenant Receivable/Outstanding	0	1.0	2.0	2.5	3.0
2-4	Occupancy Loss	0	.5	1.0	1.5	2.0
2-5	Expense Management/Utilities	0	0	0	0	0
2-6	Net Income/Loss Divided by the Expendable Fund Balance	0	0	0	0	1.5

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.1 Improve Current Ratio (Current assets divided by current liabilities). [Reference: 24 CFR 902, Subpart C]	**Current Ratio less then 1.0**	**Current Ratio of 1.5 or greater**	**Quarterly Goals, Monthly Reporting Thru 12/31/08**	**Score: 6.82**
A. Review agency-wide staffing needs and reduce salary costs where feasible.			1/31/08	**Staffing needs & salary costs are under review.**
B. Identify and implement other cost reductions including legal and occupancy costs. Propose strategies to significantly reduce legal expenses and occupancy costs.			2/29/08	**Staffing needs & salary costs are under review.**

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 implementing a combination of the following: (a) finalize a long term repayment plan with HUD for amounts due to HUD in the Housing Choice Voucher program, (b) seek approvals for using funds identified by the OIG Audit regarding Bond Refunding, (c) develop a budget for fiscal year 2009 that produces net income/contribution to reserve, (d) evaluate 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) sell fixed assets such as buildings that are not being utilized.			Provide Quarterly Accomplishments beginning 3/31/08	**Finalize a long term repayment plan with HUD for amounts due to HUD in HCV Program – completed** **Seek approvals for using funds identified by the OIG Audit regarding Bond Refunding – completed** **Develop a budget for fiscal year 2009 that produces net income/contribution to reserve – completed** **Evaluate internal controls in relation to conversion to site based management – completed** **Sell fixed assets such as buildings that are not being utilized – review process continues.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
D. Produce monthly financial reports to monitor actual revenues and expenses versus the yearly budget, provide results to the Board and HUD monthly. Address unfavorable variances with actions to further reduce costs or increase revenues.			Begin Monthly Reporting 2/29/08 Continue through 12/31/08	**3/31/09 Year-End Reports were completed July, 2009. Remaining monthly reports are in the process of being prepared.**
E. Develop tracking method for current ratio, including an estimated FASS score for this indicator. Provide results to the Board and HUD monthly.			Begin Monthly Reporting 2/29/08 Continue through 12/31/08	**3/31/09 Year-End reports were completed July, 2009. Remaining monthly reports (including FASS score calculations are in the process of being prepared.**
3.2 Increase the Expendable Fund Balance (Expendable fund balance divided by monthly operating expenses.) [Reference: 24 CFR 902, Subpart C] **Employ the same strategies identified in 3.1 A. through E.**	**MEFB less then 1 Month**	**Months Expendable Fund Balance of at least 2 months**	**Quarterly Goals, Monthly Reporting Thru 12/31/08**	**Score: 11.4 We will develop recommendations to assist in improving the scores for this indicator.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.3 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]	TRO greater the 33 days	Tenant Receivables Outstanding of 16 Days or less	Quarterly Goals, Monthly Reporting Thru 12/31/08	Score: 35.7 We will develop recommendations to assist in improving the scores for this indicator. With respect to the Interfund balances: to date, we have not begun to analyze the transactions as they represent beginning account balances which will require some research. This activity will be minimized, however, because invoices which are attributed to the AMPs are now being forwarded to the AMPs/Woodlawn for processing and payment. Any activity which has been paid for by COCC is invoiced and submitted to WCDC for payment. Those receivables are then tracked like any other receivable.

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
A. Develop tracking method for tenant receivables. Provide completed format to HUD, and begin tracking.			11/30/09	**The PM submits a TAR account reconciliation for each AMP each month as part of its financial package submission. This information is compared with a outstanding receivables report that is run by GHA. These two documents are compared by the GHA and differences are noted and discussed/reconciled.**
B. Implement procedures for rent collections, lease enforcement and evictions, and the write-offs of uncollectible rents.			1/31/08	**The outside property management agency has implemented Yardi to track tenant rent collections. The TA in conjunction with property management will insure that GHA's procedures are implemented.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Report Tenant Receivables monthly with progress report to Board/HUD, including an estimated FASS score for this indicator.			Begin Reporting 2/29/08 Continue thru 12/31/08	**As of 3/31 Financial Statements, Tenant Receivables will be reported to the Board and to HUD including estimated FASS score indicator.**
3.4 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]	**Occupancy Loss greater then 20%**	**Occupancy Loss of 14% or less**	**Quarterly Goals, Monthly Reporting Thru 12/31/08**	**Score: 17%**
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.			**Revised 4/13/08**	**PHA will work with management firm to determine a tracking method.**
B. Report Occupancy Loss monthly with progress report to Board/HUD, including an estimated FASS score for this indicator.			**Revised Begin Reporting 4/13/08 Continue thru 12/31/08**	**Occupancy Loss will be calculated as of 3/31/09 and forward on a monthly basis and reported to the Board/HUD along with estimated FASS scores.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Develop Vacancy Reduction Plan, submit draft to HUD for review.			**2/29/08**	**See 4.3 Reduce Vacant Units. Work is ongoing. As of 3/31/2010, GHA has accepted (195) units in its Phase I Vacancy Reduction Plan. GHA is now working on 92 additional vacancy reduction units in Phase II. For FYB 2010 WCDC has turned around 197 units.**
D. Begin aggressively implementing Vacancy Reduction plan, analyze any weaknesses in the plan monthly and adjust accordingly.			**Revised 5/30/08**	**Work is ongoing.**
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) . Employ the same strategies identified in 3.1 A. through E.	**Greater than $95 per unit/month**	**Attempt to reduce expenses to a goal of $85 per unit/month or less**	**Quarterly Goals, Monthly Reporting Thru 12/31/08**	**GHA has awarded a contract for a utility audit to be done. Other management expenses are currently under review.**
A. Maintain schedule for retiring outstanding utility and accrued payables. Report any variations immediately to the Board and HUD.			1/31/08	**Completed. Agency is on schedule with the utility repayment plans.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.6 Improve Net Income/Loss Ratio (Measures how the year's operations have affected the PHA's viability). Employ the same strategies identified in 3.1 A. through E.	**Net Loss greater than 20% of the Reserve**	**Net Loss less than 5% of Reserve to achieve the score of 1.5, with a goal of No Net Loss.**	**Quarterly Goals, Monthly Reporting Thru 12/31/08**	**28.7%**
3.7 Establish timely balanced budgets for each program area and AMP grouping. 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). Reporting progress for this strategy can be made in conformity with strategy 3.1 D.	**GHA has excessive operating costs for all program areas**	**Balanced budgets thru the year. Financial Info to HUD submitted in accordance with Asset Based Management rules**	**2/29/08**	**The Finance Director continues to meet with WCDC in an effort to establish a viable budget for the AMPs. A tentative budget for COCC, HOPE VI, and Section 8 has been created and is currently being reviewed.**
3.8 Present Financial Information to HUD PHAS / UFRS in conformity with GAAP.	**Financial Info to HUD not submitted in accord with UFRS / GAAP.**	**Financial Info to HUD submitted in accord with UFRS / GAAP.**	**5/30/08**	**This is complete**
A. Prepare supplemental financial data in accordance with HUD requirements, and report on progress.			5/30/08	This is complete
B. Complete the research and valuation of fixed assets, for fiscal year 2008.			2/29/08	Work has commenced
C. In conformity with GAAP, complete the Financial Reports for FYE 3/31/2008.			3/31/2008	**Completed as of 3/31/08**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.9 Conversion to Project Based Asset Management (PBAM). GHA will experience an increase in operating subsidy under project-based funding. GHA needs to fully revise its business model.	**Financial Reporting systems nor management structure are prepared for conversion to Project-Based Management**	**Fully functional asset management/ project based business model.**	**Revised 6/28/08**	**Training plan which was created will be re-evaluated.**
A. Evaluate current financial management software systems for utilization with PBAM, and determine funding availability for upgrading. Within the financial management software systems establish the accounts and cost centers to segregate the financial activities for all of the PBAM entities, and the Central Office Cost Center (COCC) in accordance GAAP, GASB/FASB standards and HUD requirements.			**Revised 8/31/08**	**RFP for the software system has been made. GHA selected the YARDI System.**
B. Train the GHA financial staff to operate within the developed policies and procedures for maintaining the integrity of the PBAM financial data and reports.			**Revised 4/30/08**	**Training Plan was created by Tatum and Assoc. but has not been implemented. GHA continues to work on an implementation schedule.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Train managers of the PBAM sites on site data reporting requirements.			**Revised 6/30/08**	**WCDC continues to train the Managers and Clerk with the RIM and PHMC training. Training for the YARDI System started in January 2010 and is expected to be up and running by November 1, 2010. The YARDI System is functional with the Section 8 software.**
D. Review Maintenance organizational chart and tracking of costs for repairs and maintenance, management, and tenant services. Establish procedures for allocating costs to the proper project or cost center.			**Revised 8/31/08**	**Allocation Table has been implemented and completed and was sent with the November MOA. Completed.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.10 In concert with the development accounts and Cost Centers for Project Based Asset; Improve system of the allocation of Costs, to conform to OMB Circular A-87, Allocable Costs/Cost Principles.	**GHA's Cost Allocation Plan does not conform to OMB Circular A-87.**	**GHA's Cost Allocation Plan does conform to OMB Circular A-87.**	**Revised 6/30/08**	**Allocation Table has been implemented and completed and sent with the November MOA. This comment has been a part of this report since the November, 2008 MOA. An allocation table was submitted with that MOA. A new table has not been created. I was under the impression this item was complete based on the information in the box above.** This task is underway as the cost for Protective Services, equipment rental, sewer costs, answering service and telephone expenses have been charged back to the AMPs based on actual costs. Inquiry has been made to the Insurance Carrier to determine if the PMIP billing can be invoiced/detailed by property; we are working on a more appropriate/practical allocation table in the

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
A. Compile Cost Allocation Plan in accordance with OMB A-87 to allocate indirect cost to various PHA programs.			**Revised 6/30/08**	**Allocation Table has been implemented and completed and sent with the November MOA**
B. Evaluate impact of allocation plan.			**Revised 6/30/08**	**Allocation Table has been implemented and completed and sent with the November MOA**
C. Implement allocation plan.			**Revised 6/30/08**	**Allocation Table has been implemented and completed and sent with the November MOA**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.11 Develop a system of internal controls in conformity with GAAP. **The system of internal controls must provide for the following assurances:** 1. Capital assets are accounted for in conformity with GAAP; 2. Asset impairments and impairment losses are recognized in conformity with GAAP; 3. Investments in leased property are reported in conformity with GAAP; 4. The entity's involvements in conduit debt obligations are reported in conformity with GAAP; 5. Outstanding pension liabilities are reported in conformity with GAAP; 6. Component unit activities are reported in conformity with GAAP; 7. Supplemental financial data is reported in accordance with HUD requirements; 8. Activities associated with the HOPE VI Program are reported in conformity with its grant agreements, GAAP and HUD requirements; 9. Payments made in the HCVP are for the approved contract amount; and 10. Sufficient documentation is maintained to support GHA's PHAS Management Operations certification.	Non-conformance with GAAP.	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.	**Revised 6/30/08**	**Internal controls have been established and based on the Financial Audit of 3/31/08. The auditors had no findings based on compliance and internal controls.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.12 Improve financial management of the PHA. [Reference: HUD Guidebook 7475.1]	**Financial Policies developed by prior Financial Contractor but not Implemented**	**Full Implementation of Financial Policies**	**Revised 8/31/08**	**Currently being implemented**
A. Board Resolution to adopt, and implement Financial Management Policies. 1) Disposition policy 2) Capitalization policy. 3) Collection Losses/Charge-off policy. 4) Check Writing Authorization policy. 5) Cash Overages/Shortages policy. 6) Investments policy. 7) Cash Management/Internal Procedures policy. 8) Petty Cash policy.		Financial staff trained and utilizing Financial Policies.	**Revised 02/28/10**	**Finance Director is currently reviewing the Policies and Procedures created by T/A. Revised document should be completed by 2/28/10.**
3.13 Improve timeliness of submission of reports to HUD.	**Untimely submissions**	**Timely submission in accordance with HUD program requirements**	**5/31/08**	**Closed the books for FY 2009 and submitted the unaudited FDS. This submission was rejected; corrections were made and a resubmission was performed.**
A. Budgets.			1/31/08	**Budgets for FY 2010 are currently being prepared.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
B. Financial Data Schedule (FDS).				FASS unaudited for 3/31/09 was submitted and accepted by REAC.
C. Independent Audit and Audited FDS			1/31/10	**The authority has had to disqualify the most responsive bidder of the Audit RFP on two (2) separate occasions. We are in the process of reaching out to qualified firms to determine their respective interest in the solicitation.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.14 Provide staff training in contract administration, cost principles and uniform grant administration requirements.	Lack of Training.	Train staff.	2/29/08	Procurement training provided by HUD T/A (Rob Wilkes): a. BOC, b. Executive Staff, c. Procurement staff. GHA staff will be sent to additional NAHRO training on the new HUD handbook within the next six months. Finance staff trained on CFP GAAP entries and treatment of soft & hard cost items.
3.15 Develop & Implement adequate procedures to assure general liability claims are tracked and submitted to HUD Regional Counsel for approval	General Liability claims were not submitted to HUD Regional Counsel for written approval	General Liability procedures established and a tracking mechanism developed to show all claims	1/31/08	Completed.
3.16 Review and update General Depository Agreement. [Reference: Annual Contributions Contract; HUD Guidebook 7410.0]	Current General Depository Agreements not documented	Assurance that General Depository Agreements are current.	1/31/08	Completed

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.17 Ensure that all federal funds, including repurchase agreements, are fully collateralized [Reference: Annual Contributions Contract; HUD Guidebook 7410.0]	**Collateralization of funds not documented.**	**Assurance that GHA funds are fully collateralized.**	**1/31/08**	**Completed.**
3.18 Develop & Implement adequate procedures to assure general liability claims are tracked and submitted to HUD Regional Counsel for approval	**General Liability claims were not submitted to HUD Regional Counsel for written approval**	**General Liability procedures established and a tracking mechanism developed to show all claims**	**2/29/08**	**Completed. This is a duplication of 3.15.**
3.19 Develop and submit needed documents in order to perform an analysis for conversion of Delaney & Dorie Miller properties to HCV.	**No conversion info available for analysis**	**Properties either renovated or converted to HCV**	**2/29/08**	**Completed.**
A. Conversion spreadsheets completed for Dorie Miller property and submitted to HUD FA			11-15-07	**Completed.**
B. Conversion spreadsheets completed for Delaney property and submitted to HUD FA			12-15-07	**Completed.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.20 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 2. To ensure that procurement policies are stringently implemented along with full and open competition, the policy must include a provision that all non CFP procurement actions exceeding $20,000 will require prior HUD Field Office approval and all CFP procurement actions exceeding $0 will require prior HUD Field Office approval.	**Poor documentation of procurement actions.**	**Procedures and Practices Manual Completed and Approved by HUD.**	**7/31/08**	**Agency Procurement Procedures & Practices Manual Completed Per HUD 10/06/09**
A. Submit draft to HUD for review and approval.	Poor documentation of procurement actions.	Complete documentation of procurement actions.	**Revised 5/31/08**	**Revisions have been finalized in the GHA Procurement Procedures Manual. Included are a general comment on our procedures and the AMP system along with a statement regarding the ARRA stimulus money.**
B. Implement new practices and procedures.			7/31/08	**They are currently being implemented**
3.21 Monitor and evaluate GHA procurement performance to assure full and open competition in procurement	**Need to improve procurement performance.**	**Monitor procurement procedures.**	**4/31/08**	**Ongoing and being Monitored.**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
A. Create a Quality Control report format draft and submit to HUD for review and approval. QC report must document that GHA has included a certification of adherence to new the comprehensive Procurement Procedures and Practices Manual be kept on file for each procurement action.			3/31/08	**This process is currently being followed. Will update as new procurements occur.**
B. Submit monthly Quality Control report to HUD.			4/31/08 Provide a list monthly to HUD for review	**Completed and currently following This process is currently being followed. Will update as new procurements occur.**
C. As part of Quality Control, and assure full and open competition, obtain prior written HUD approval. Include all CFP procurement actions exceeding $0 and exceeding $20,000 for Operations.				**This process is currently being followed. Will update as new procurements occur.**
D. PHA is to certify that they are in compliance with 24 CFR 85.36. Use of one of the certification forms is mandated. Use these forms to address; Sealed Bid (1. construction; 2. non-construction), 3. Competitive Proposals and 4. Non-Competitive Proposals. Please include one with each Procurement Action that is not Small Purchase.				**Completed and currently following This process. Will update as new procurements occur**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.22 Develop and submit a monthly Procurement Status Report. (Include name, cost, start date, % Completion, est. completion date, change orders.	**Inability to track current Procurement Activity and Changes. No Procurement Status Report.**	**Ability to track current Procurement Activity and Changes. Monthly implementation of the Procurement Status Report.**	**2/29/08 Monthly thereafter**	**Completed. *See attachment.**
A. Submit to HUD for review and approval.			3/31/08	**Completed**
B. Submit monthly Procurement Status Report to HUD.			4/31/08 Provide a list monthly to HUD for review	**Completed**
3.23 Develop an annual, agency-wide procurement plan, in accordance with agency procurement policy and 24 CFR 85.36. *(annual renewable report)*	**No Procurement Plan.**	**Approval of procurement plan.**	**7/31/08**	**Revisions have been finalized in the GHA Procurement Procedures Manual. Included are a general comment on our procedures and the AMP system along with a statement regarding the ARRA stimulus money. Complete per HUD 10/06/09**

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
A. Submit a draft of the procurement plan to HUD for review and approval. 1. Plan to include funds from both CFP and Operating Funds. 2. Plan to be developed based on: a. Input from the Physical Needs Assessment. b. Proposed 2008 Annual Plan which should consider tenant comments. c. Considering PHA plans for HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund). d. Conversion from Public Housing to Tenant Based Assistance. e. Demo and disposition. f. Resident Advisory Board and Board recommendations. g. Most recent board-approved operating budget. h. Assessment of Demographic Changes. i. Effectiveness of the present management structure. 3. Analyze and develop a time line for which units are to be repaired, sold, replaced, or demolished.			7/31/08	**The timeline for the Five Year Procurement plan is contingent upon ARRA funding, Capital Funds and the Financial Budget.**
B. Implement Procurement Plan.	No Procurement Plan.	Implementation of the procurement plan	**Revised 7/31/08**	Plan will be implemented as funds become available.

Operational Area: **4. HOUSING MANAGEMENT**

PHAS Performance Targets Indicator #: Name:	Baseline As of: 3/31/07	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
3-1 Vacant Unit Turnaround Time	204.6	200	160	140	80

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
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]		Updated Policy in Full Compliance	1/31/08	The ACOP was completed in the 2007 Annual Plan in August of 2007. It has been board approved and HUD approved. The 2008 Annual Plan including the ACOP was board approved in January 2008 and HUD has approved it.
4.2 Complete implementation of asset-based management initiative.		Asset-based management fully implemented	Actual start date 10/13//08	This is complete. The Gary Housing Authority's Annual Plan was sent to HUD as scheduled.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Develop work plan and schedule for completion of transition to asset-based management and use it to make unit turnaround improvements.	None	Work plan/ Schedule	1/31/08	**Completed. Woodlawn Community Development Corporation officially started work on 10/13/08.**
B. Finalize Property Management Manual.		Final	**Revised 6/30/08**	**Woodlawn has a Property Management Manual. It was sent to HUD in December 2008. The manual has not been updated since 2008. Woodlawn is scheduled to update the manual before the end of September 2010.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
4.3 Reduce vacant unit turnaround time. [Reference: 24 CFR 901.10 & 902.43(a)(1)]		**<21 days**	**12/31/08**	**We are tracking vacant unit turnaround time through MASS. The Vacancy Reduction Program I started November 21, 2008. However, GHA and WCDC have turned around (197) units for FYB 2010. Please see October 2010 MASS Supporting Documentation.**
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%	**Revised 6/30/08**	**. (195) units have been completed to date in Phase I of the VRP. We are working on an additional 92 units in AMP 10. We have begun planning for Vacancy Reduction Program III.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Develop a vacant unit turnaround log that tracks all critical dates and use it to make unit turnaround improvements			1/31/08	**The Vacancy Reduction Program is being tracked through the monthly MASS Report from the computerized ECS System. The Yardi conversion is set to take place November 1, 2010. We are up and running with the YARDI Section 8 HCV System.**
C. File documentation for exempted units, such as fire damage, mod units deprogrammed, etc., showing dates.			3/31/08	**HUD has deemed this item as complete for now. This performance target has been completed.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
D. Develop vacancy monitoring and reporting system to:			**Revised 7/31/09**	**Monitoring of this project will begin upon completion of Vacancy Reduction Program. Memos have been sent to WCDC and a meeting was held to explain this matter. They have requested additional time to complete this target. Request a date change to 12-31-2010. WCDC is being supplied with a daily vacant unit report through ECS. The critical path for printing this report is 3.15.4.**
1) Provide projected availability dates;			**Revised 7/31/09**	**We are still working toward achieving this goal.**
2) Schedule move-in inspection in a timely manner			**Revised 7/31/09**	**We are still working toward achieving this goal.**
3) Prioritize vacant unit prep to ensure waiting list needs are met;			**Revised 7/31/09**	**We are still working toward achieving this goal.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
4) Notify applicants in a timely manner to minimize lease up time; and			**Revised 7/31/09**	**We are still working toward achieving this goal.**
5) Minimize downtime by notifying maintenance of vacancies promptly.			**Revised 7/31/09**	**We are still working toward achieving this goal.**
E. Begin to submit Vacant Unit Turnaround Log to Board and HUD monthly	No regular reports.	Prepare adequate monthly reports.	**Revised 7/31/09**	**We are still working toward achieving this goal.**
4.4 Identify and resolve problems in the unit turnaround process that cause units to exceed the 30 day standard:	**Average turnaround time not known, but far in excess of 30 days.**	**Reach average turnaround time of 30 days or less.**	**Revised 7/31/09**	**We continue to work toward turning units around within 30 days or less**
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.			**Revised 7/31/09**	**We are still working toward this goal.**
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.			**Revised 7/31/09**	**We are still working toward achieving this goal.**
C. Adjust (reconcile) all records/databases, (e.g. occupancy, accounting, maintenance) to show current use of all units.			**Revised 7/31/09**	**We are still working toward achieving this goal.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
4.5 Develop and implement written policy and procedures for a program-wide quality control process. 4.5 should state what process is intended to have quality control ... (unit turnaround? Vacant unit prep?)	**Poor, inconsistent QC procedures.**	**Implement effective, consistent QC procedures.**	**01/31/08**	**Complete per HUD**
A. Develop a draft Quality Control policy, including integration of unit make-ready data and submit to HUD for comment.				**Complete per HUD**
B. Develop draft detailed procedures, for each department and submit to HUD for review and approval.				**Complete per HUD**
C. Issue finalized policy and procedures to staff in a memo, with an effective date, provide staff training and implement.				**Complete per HUD**
D. Submit copies of quarterly QC reports to HUD for comment. (Due 60 days after each quarter)			Quarterly reporting Begins 3/31/08	**Complete per HUD**
4.6 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.	**Waiting list did not show all relevant factors.**	**Waiting list in accordance with GHA policy.**	**2/29/08**	**Woodlawn Community Development Corporation is implementing this procedure. Request a date change to 7-31-2009.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
4.7 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:	**Tenant file review indicated inadequate documentation.**	**Income/assets properly verified at Re-exam/interim.**	**2/29/08**	**Woodlawn Community Development Corporation is implementing this procedure. Request a date change to 7-31-2009.**
A. Obtain 3rd party verification of income and assets whenever possible; use EIV regularly.			2/29/08	**Woodlawn Community Development Corporation is implementing this procedure. Request a date change to 7-31-2009.**
B. Establish quality control process for review of tenant files.			3/31/08	**Woodlawn Community Development Corporation is implementing this procedure. Request a date change to 7-31-2009.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Assess all occupancy files for accuracy and required documentation.			Quarterly Beginning 3/31/08	**Woodlawn Community Development Corporation is implementing this procedure. Request a date change to 7-31-2009.**
D. Train staff on documentation and verification procedures.			3/31/08	**Woodlawn Community Development Corporation is implementing this procedure. Request a date change to 7-31-2009.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
4.8 Develop utility consumption data in accordance with 24 CFR 965, Subpart E.	**Documentation not available at time of review.**	**Update annually.**	**Revised 6/30/08**	**An RFP for Utility Consumption and Monetary Allowance Services has been prepared for an issuance date of 11-3-2008. No one picked up the Utility Consumption RFP. GHA has re-issued on 12/08/2008. GHA has received and shall select a contractor by February 2009. GHA has received and selected The Nelrod Company for the RFP. Notice To Proceed issued for 5-11-09 and completion date is 8-11-09. Completed.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Obtain current utility rate data and update current utility allowances and submit draft to HUD for review and approval prior to Board ratification.			Annually	**The Section 8 Utility Allowance Schedule was Board Approved 10/8/09. The Public Housing Utility Allowance Schedule will be submitted to the Board for approval at the November 2009 meeting.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Retain documentation supporting calculation for review by residents and HUD, including all surcharges and allowances paid, and updates.				**WCDC has begun the process of implementing the utility allowances. Their plans are to begin informing the residents of the new utility allowances either on the March rent statement or through flyers and letters. The new rent allowances shall begin on April 1, 2010. This was completed. However, in addition, please see the 4.8 B Utility Allowance Narrative under July 2010 (Extended) MOA.**

Operational Area: **5. PROPERTY MAINTENANCE**

PHAS Performance Targets Indicator #:	Name:	Baseline As of 3/31/07	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
1	Physical Conditions	17				
3-3a	Emergency WOs	87.54%	91%	94%	97%	100%
3-3b	Non-emergency WOs	16.85 days	14 days	12 days	10 days	7 days
3-4a	Unit inspections	66%	74%	83%	92%	100 %
3-4b	System inspections	59%	70%	80%	90%	100 %

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
5.1 Maintenance Plan	**None**	**New Maintenance Plan Completed and Approved by HUD.**	**7/31/08**	**Completed**
A. Develop or Revise Maintenance Plan for project-based management to include the following: WO Procedures, WO Classifications such as emergency vs. non-emergency, Schedule for Inspections, Inventory Controls, Work Schedules, Vacancy Preparation, Scheduled Preventive Maintenance, Service Contracts, Purchase Orders, Annual Maintenance Budget			**Revised 6/28/08**	**Completed.**
B. Implement the Maintenance Plan			**Revised 7/31/08**	**Completed**
C. Assess the effectiveness of the Maintenance Plan and adjust as needed.			**Revised NA**	**Completed**

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
5.2 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.	**Most W/Os generated but not entered into GHA's main computer.**	**Seamless integration of W/O system into GHA's automated system.**	**7/31/08**	**GHA has selected the YARDI W.O. System, which shall be implemented on 1-14-2010. We expect to complete this goal by November 1, 2010. We are still working on this goal.**
A. Identify Housing Management work order systems parameters.			3/31/08	**GHA's parameters for the work order system is 25 days for an A, 30 days B, 40 days C, 60 days E and greater than 60 days F.**
B. Modify or procure work order system.			**Revised 9/30/08**	**GHA has selected the YARDI W.O. System, which shall be implemented on 1-14-2010. We expect to complete this goal by November 1, 2010. We are still working on this goal.**

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Implement Work Order System.			5/31/08	**GHA has selected the YARDI W.O. System, which shall be implemented on 1-14-2010. We expect to complete this goal by November 1, 2010. We are still working on this goal.**
D. 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.			6/30/08	**The emergency and non-emergency work orders and the total days to complete work orders are supported by underlying records through the ECS System. GHA has selected the YARDI W.O. System, which shall be implemented on 1-14-2010. We expect to complete this goal by July 1, 2010.**

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
E. Increase work order production to HUD acceptable levels. Track work order production and provide monthly report to Exec. Dir. & Board.			7/31/08	**See attachment 5.2E Please see the Supporting Documentation 2.4 MASS Report for 9/09 Sub-Indicator # 3 Work Orders. This page explains the emergency and non-emergency W.O's, # of completion, % of completion and average completion days. Completed.**
5.3 Ensure that all EH&S violations are remediated, abated, or corrected and that work orders are created and tracked for each occurrence of EH&S violations.	**W/Os are not issued to cover all EH&S violations. Not all EH&S violations are abated in 24 hrs.**	**Generate Emergency W/Os for all EH&S violations and abate or complete all emergencies in 24 hrs.**	**3/31/08**	**Completed**
A. Identify all REAC generated EH&S violations as Priority Code 1, Emergency per the Maintenance Plan.			2/29/08	**Completed.**
B. Abate or complete all EH&S emergencies in 24 hours.			3/31/08	**Completed**
5.4 Quality Control review of completed Work Orders by the GHA managers.	**No quality control.**	**Effective quality control reviews.**	**6/30/08**	**Completed.**
A. Establish quality control (QC) standards and sampling rates for managers.			4/30/08	**Completed.**

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Schedule and perform QC reviews.			5/31/08	**Reviews are on-going.**
C. Review as part of quarterly management meetings.			6/30/08	**Currently implemented.**
5.5 Reconcile unit counts.	**Unreliable unit counts**	**All databases are accurate and indicate the same unit counts**	**4/30/08**	**Completed.**
A. Verify the quantity and addresses of sites, buildings, and units in each development. Categorize all units by type, such as non-dwelling or employee. Properly record the status of dwelling units as occupied or unoccupied.			2/29/08	**Completed.**
B. Successfully input corrected data into PIC and get HUD approval.			3/31/08	**Successfully completed unit count and submitted to HUD. HUD certification received.**
C. Make any needed ACC amendments, and releases of Declarations of Trust.			**Revised 9/30/08**	**Please see the Supporting Document file for September 2008. Completed.**
5.6 Ensure that the HUD inspection requirements under MASS are adequately inspected and recorded. Ensure 100% of dwelling units, buildings, and projects are inspected annually.	**Numerous units inappropriately exempted from inspections.**	**Full Compliance: All units, buildings, and projects treated appropriately.**	**1/31/2009**	**On-going.**

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Develop standardized inspection form using UPCS or more stringent local code.			**1/31/2009**	**This task is currently contracted out with US Inspections Group, Inc.**
B. Using newly reconciled unit counts, develop list of all sites, buildings, and units requiring inspection.			**1/31/2009**	**GHA has completed all inspections of its units, sites and buildings through the U. S. Inspection Group, Inc. Completed per HUD.**
C. Schedule inspections.			**1/31/2009**	**Completed per HUD.**
D. Perform inspections.			**1/31/2009**	**Completed per HUD.**
E. Ensure that work identified by the inspections are entered in the WO tracking system.			**1/31/2009**	**Completed per HUD.**
F. "Schedule FY 2009 Annual Inspections".			**Revised 1/31/09**	**On-going.**

Operational Area: **6. RESIDENT SERVICES AND INITIATIVES**

PHAS Performance Targets Indicator #: Name:	Baseline As of: 3/31/07	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
3-5 Economic self sufficiency	Excluded				7
4 Resident satisfaction	7				9

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
6.1 Develop standard language for MOUs and Interagency Agreements that reflects the administrative requirements in OMB Circulars and HUD's procurement handbook.			**5/31/08**	**There is a standard language for MOUs and Interagency agreements. Staff is currently working with residents to revise documents.**
6.2 Improve communication between management and residents to improve customer satisfaction. [Reference: Public Housing Reform Act of 1998]		**Improved communication**	**2/29/08**	**Meetings are held monthly with management and residents. These meetings are still being held. See attachment.**
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.				**Completed. See attachments.**

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Develop/maintain a process for effectively addressing and resolving correctable resident dissatisfaction items.				**Property Managers generate a monthly board report with resident's complaints, concerns. Complete per HUD. See Attachments.**
C. Meet with resident leadership on a regular (e.g. monthly) basis.				**Meetings are held on the Second Monday of each month with the Resident Council Presidents. See Attachment.**
6.3 Assure Resident Relations/Services Program Costs are within budgetary constraints		**Program Cost Reduction**	**1/31/08**	**Completed. Department was dissolved.**
A. Determine amount of outside grant funding available.			1/31/08	**Completed. *See Attachment.**
B. Assure that any additional department costs for staff, overhead, etc., fall within available agency operating funds.			1/31/08	**Completed. Department was dissolved.**
C. Seek resident services at no cost to the PHA			1/31/08	**Completed**

Operational Area: **7. CAPITAL FUNDS**

PHAS Performance Targets Indicator #: Name:	Baseline As of: 9/30/07*	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
3-2a Funds unexpended	$11,440,454 *				$0
3-2b Funds unobligated	$7,106,469				$0
3-2c Quality of work	HUD Finding				0 findings
3-2d Contract administration	HUD Finding				0 findings
3-2e Budget controls	HUD Finding				0 findings

***Insufficient documentation to support any performance level, scores failed – Certification review conducted by HUD**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
7.1 Improve the timely obligation and expenditures of Capital Funds [Reference: 24 CFR 901.15(b), 901.15(a)]	**Untimely obligation and failure to follow 5-Year Plans.**	**Compliance and timely obligations, Procedures in place, and documented.**	**Revised 2/28/08**	**Completed per HUD.**
A. Obligate funds within approved Implementation Schedules, including replacement housing funds			Report monthly	**On-going. The GHA staff is monitoring obligations on a daily/weekly basis. Completed per HUD.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Expend funds within approved Implementation Schedules, including replacement housing funds			Report monthly	**We are constantly monitoring the Obligation of Expenditures for all Capital Funds. We are paying very close attention to Capital expenditures for CFP 2006.**
7.2 Improve effectiveness of Construction contract administration procedures. [Reference: 24 CFR 968.135]		**Improved Effectiveness**	**Revised 3/31/08**	**Completed. The Asset Manager started work on February 9, 2009. The Asset Manager resigned on 4-13-09. GHA is currently searching for a new Asset Manager.**
7.3 Establish more effective budget controls and capital fund tracking procedures. [Reference: 968.320, 902.43(a)(2)]		**Effective Budget Controls and Tracking**	**12/31/07**	**Completed**
A. Assure proper authorization and training of personnel accessing LOCCS and monitoring Capital Funds.			12/31/07	**Completed**
B. Submit P&E/semi-annual progress reports on a timely basis			**Revised 5/30/08 & 11/30/08**	**Completed.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Update obligations & expenditures monthly in LOCCS and provide a monthly tracking report to HUD			Monthly	**We are in constant contact with the Finance Department to effect a total expenditure of all 2006 Capital Funds by September 2010. We are aware of the Disbursement End Date of July 17, 2010 and the funding balance of $82,246.81. These funds shall be spent on or before the deadline.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
7.4 Improve the physical condition and long-term viability of the developments. [Reference: 24 CFR 968.315, 903.1-11]		**Approved 2007 PHA Plan**	**Revised 12/31/08**	**Extend Group One's contract by 90 days if they are willing to abide by certain conditions. Some of the conditions we have requested are: Request an extension of time, justify reasons for an extension of time, provide GHA with a completion schedule by unit, provide GHA with 100%performance bond, $500/day liquidated damages for every day they are late meeting the deadline, and unit must be move-in ready and in compliance with UPCS standards. We have not reached an agreement with Group One.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Use planning process involving Executive Director to prioritize and develop the five-year action plan to include the comprehensive physical needs assessment.			**Revised 7/28/08**	**This item was just submitted in the annual plan.**
7.5Comply with 5-year energy audit requirements and incorporate results in five-year plan, as funds are available.	**No documentation to show completed energy audit and issues with utility payment and tracking.**	**Complete energy audit.**	**Revised 6/30/09**	**GHA has selected Management Resource Group. Work started on October 4, 2010.**

Operational Area: **8. SECURITY**

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
8.1 Reduce crime and improve the quality of life in GHA developments by developing and implementing a security plan [Reference: Public Housing Reform Act of 1998; 24 CFR Part 84 & 761]			**Revised 6/30/08**	**See Attachments for 8.1**
A. Assess security needs at all developments			**Revised 6/30/08**	**See Attachments for 8.1**
B. Evaluate present GHA security staff and make revisions			**Revised 6/30/08**	**See Attachments for 8.1**
C. Obtain resident input regarding security programs			**Revised 6/30/08**	**See Attachments for 8.1**
D. Develop a security program for each development with input from property manager, residents and local law enforcement agencies.			**Revised 6/30/08**	**See Attachments for 8.1**
E. Implement the security program			**Revised 8/31/08**	**See Attachments for 8.1**
F. Incorporate a security program for the elderly hi-rises into the site budgets for the hours needed			**2/29/08**	**Completed. *See Attachment GHA Strategic Plan**

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
G. 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**	**The City of Gary's Law Department researched the Cooperative Agreement. It is their legal opinion that the Cooperative Agreement has not been amended and is a true document as is presented.**
H. Make necessary adjustments in Public Safety staffing to meet budgetary constraints			**2/29/08**	**Public Safety staffing has not exceeded the budgetary constraints set by Finance.**
8.2 Evaluate the effectiveness of applicant screening procedures in reducing crime [Reference: Public Housing Reform Act of 1998]	**No evaluation**	**Evaluation Conducted**	**3/31/08**	**Applicants with criminal histories are rejected. This has contributed to our crime reduction.**

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Establish procedures for obtaining criminal background checks in accordance with PIH Notice 98-20 and 2003				**Criminal background checks are conducted through an outside private Internet company. They return results of each check instantly via the Internet. When more in depth data is required, that information is obtained through the National Crime Information Center via the local law enforcement agency.**

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Develop tracing log for ineligible applicants with criminal history			6-1-08	**Since we no longer have a dedicated Applications Dept., each AMP manager will receive training on the method utilized by the Applications Dept. and create individual tracking logs that will be forwarded to Protective Services.** ..... **A copy of the October, 2010 report is attached.**

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
8.3 Track evictions for One-Strike			**2/29/08**	**To date, Eviction Court is held one day each week. Property Managers attend these hearings. After court, they provide Protective Services with One Strike evictions information and it is reproduced in a monthly report for the Commissioners to review its activity. A copy of the October, 2010 report is attached for your review. Number of "One Strike" evictions this month = 0**

Operational Area: **9. MANAGEMENT INFORMATION SYSTEMS**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
9.1 Improve the interface between the computer systems.	**Inadequate interface between systems.**	**Seamless interface exists. Real time access possible.**	**Revised Ongoing**	**THINK TANKS SYTEMS. Testing is complete. This will improve network performance. (see attachment)**
9.2 Resolve problems with existing MIS.	**9/2007 Certification Review Report**	**Improve quality and efficiency**	**Revised Ongoing**	**The agency has successfully completed the section process for new software. Installation Schedules will start after contract is completed by attorney.**
A. Develop MIS report covering all Agency operations.			**Revised Ongoing**	**In the process of updating IT procedures. The MIS department currently services the COCC.**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
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.	Comprehensive needs assessment and long-range MIS Plan not available.	Comprehensive needs assessment and MIS Plan completed. Budget projections and funding sources determined.	Revised 3/13/09	YARDI Setup for implementation is well under way. GHA has cleaned up the data and is up and running parallel. First check run completed.

ATTACHMENT G
11.0 PHA Plan Element:
Required Submission for
HUD Field Office Review

ATTACHMENT G
11.0 [a] PHA Plan Element:
Form HUD-50077,
PHA Certifications of
Compliance with the
PHA Plans and
Related Regulations

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

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 ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2011 *, 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 certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. 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.
5. 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.
6. The PHA certifies that it 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.
7. 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.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - 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).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. 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.
11. 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.

12. 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.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. 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.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. 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), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. 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 approvable under the regulations and included in its Plan.
20. 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.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Gary Housing Authority	IN001
PHA Name	PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

x Annual PHA Plan for Fiscal Years 2011 - 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
Michael A. Brown	Chairman
Signature: Michael A Brown	Date: 11-22-10

ATTACHMENT G
11.0 [b] PHA Plan Element:
Form HUD-50070,
Certification for a
Drug-Free Workplace

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

ary Housing Authority

Program/Activity Receiving Federal Grant Funding

Housing Choice Voucher, Low-Rent Public Housing Public Housing Assistance, HOPE VI, Capital Fund, ARRA 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 Federalagency 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 Attached

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	Title
Michael A. Brown	Chairman
Signature: X Michael A. Brown	Date: 11-22-2010

Certification for a Drug-Free Workplace (HUD Form 50070)

Amp Number	Development Name	Address	Zip Code
IN 011-001	Genesis Tower	578 Broadway	46402
IN 011-002	Carolyn B. Mosby	650 Jackson St.	46402
IN 011-003	Jefferson Manor	100 W. 11th Ave.	46402
IN 011-003	Broadway Manor	100 W. 11th Ave	46402
IN 011-003	Al Thomas	100 W. 11th Ave	46402
IN 011-004	Glen Park High-Rise	3280 Pierce St.	46408
IN 011-005	Concord Village	5001 W. 19th Ave.	46406
IN 011-005	Scattered Sites	5001 W. 19th Ave	46406
IN 011-005	Concord on the Hill	5001 W. 19th Ave.	46406
IN 011-005	Scattered Sites	3200 W. 11th Ave	46404
IN 011-006	Ivanhoe Gardens	3200 W. 11th Ave	46404
IN 011-007	Delaney Community	913 W. 22nd Place	46407
IN 011-007	Delaney West	913 W. 22nd Pl.	46407
IN 011-008	Homeownership	578 Broadway	46402
IN 011-009	Glen Park East	4945 Tennessee Ave	46409
IN 011-009	Scattered Sites	4945 Tennessee Ave	46409
IN 011-009	Scattered Sites	4945 Tennessee St.	46409
IN 011-010	Dorie Miller	1722 E. 21st. Ave	46407
IN 011-010	Dorie Miller East Point	1772 E. 21st. Ave	46407
IN 011-010	Scattered Sites	6800, 6900 and 7000 Blocks 5th Ave and Pl	46403
IN 011-011	Duneland	402 Gibson St.	46403
IN 011-012	Horace Mann	660 Washington	46402

* All of the properties listed above are located in Gary, Indiana and are in Lake County.

ATTACHMENT G
11.0 [c] PHA Plan Element:
Form HUD-50071,
Certification of Payments
To Influence
Federal Transactions

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, Low-Rent Public Housing Assistance, HOPE VI, Capital Fund, ARRA 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	Title
Michael A. Brown	Chairman
Signature	**Date (mm/dd/yyyy)**
Michael A Brown	11-22-10

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handboooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT G
11.0 [d] PHA Plan Element:
Form SF-LLL,
Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0346-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract [ ] b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[c] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:

[X] Prime [ ] Subawardee

Tier _____, *if known*:

Gary Housing Authority
578 Broadway
Gary, In. 46402

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

NA

Congressional District, *if known*:

6. Federal Department/Agency:

US Department of Housing and Urban Development

7. Federal Program Name/Description:

Section 8, Low-Rent Public Housing Assistance, HOPE VI, Capital Fund, ARRA Fund

CFDA Number, *if applicable*: 14.871, 14.850, 14.866, 14.872, 14.885

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:

$

10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):

NA

b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):

NA

11. 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 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: Michael A Brown

Print Name: Michael A. Brown

Title: Chairman

Telephone No.: (219) 881-6422 Date: 4/22/10

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

ATTACHMENT G
11.0 [f] PHA Plan Element:
Resident Advisory Board
[RAB] Members and Comments

ATTACHMENT

RESIDENT ADVISORY BOARD MEMBERS

Name	Public Housing Representative
Verner Crawford	Al Thomas High Rise
Ann Marie Parson	Genesis Towers Elderly Living
Squire Dixon	Glen Park High Rise
Twala Green	Ivanhoe Gardens
Carol Williams	Miller Heights
Regena Y. Gaines	Concord Village-Resident Commissioner
Rozetta Lane	HCV Section 8 Representative
Thelma Cornelieus	HCV Section 8 Representative

GARY HOUSING AUTHORITY
SIGN-IN SHEET

NATURE OF MEETING: Annual Plan 2011 Advisory Board

DATE: 11-22-10 TIME: 11:00Am

Name	Department/Company/ Organization	Contact Number
1. A. Peterson	GHA	881-6422
2. Resena Gaines	Commerce	219-670-3566
3. Terry Morris	Ex Officio	881-6422
4.		
5.		
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19.		

The Housing Authority of the City of Gary, Indiana
Alfreda M. Peterson, Executive Director
Annual Plan for FY 2011
November 22, 2010

12/13: Al Thomas 10:00 a.m./Genesis Towers 2:00 p.m.
12/14: Carolyn Mosby 10:00 a.m./Glen Park 2:00 p.m.
12/15: Colonial Gardens 10:00 a.m./Concord Village 2:00 p.m.
12/16: Delaney 10:00 a.m./Dorie Miller (East Point and Miller Heights) 2:00 p.m.

Agenda

1. Greetings
2. Brief Overview of the Annual Plan Purpose
3. Goals & Objectives
4. Public Hearing: January 13, 2011 at 6:00 p.m., GHA Central Office, 578 Broadway, 2nd Floor
5. Comments/Concerns/Resident Survey
6. Adjournment

ATTACHMENT G
11.0 [f] PHA Plan Element:
Site Meetings
with Residents

ANNUAL PLAN MEETING

Al Thomas Hi-rise
12/13/2010 10:00 a.m.

IN ATTENDANCE

GHA

Alfreda Peterson	Executive Director
Ms. Theresa Lawson-Enane	Internal Auditor
Kenny Clinton	Facilities Management and Maintenance Manager
Joseph Brown	Information Technology
Dennis Wesolowski	Director of Finance
Clarence Hightower	Director of Security

WOODLAWN

Sherwin DuPont	Director of Maintenance
Jana Blood	Manager of Al Thomas
Davida Clark	Clerk, Al Thomas Hi-rise

TENANTS

Forty One Tenants were in attendance (See sign in sheet)

Ms. Peterson opened the meeting by explaining that one of the GHA Annual Plan purposes is to make needed building repairs. She then highlighted the following GHA Goals for 2011:

Al Thomas Hi-rise	New Roof
Glen Park Hi-rise	Water System and Intercom System
Colonial Gardens	Vacant Unit Repair
Delaney	Vacant Unit Repair
Genesis Towers	New Lighting and Painting
Dorie Miller	92 Units for Vacancy Reduction

She also stated that funding is contingent on monies left over from the Capital Funds. Efforts by GHA to secure funding grants were also highlighted.

The Meeting then was opened to Tenant Comments and Questions

LAUNDRY ROOM MACHINES

Ms. Wheeler of apartment 216 commented that the washing machines do not supply hot water and the dryers do not work correctly.

Ms. Peterson asked Ms. Wheeler did she report this information to the manager. Emphasis was made to report all problems to the Manager Jana Blood first. Ms. Blood stated that she will call the repair service and make sure that these issues were taken care of.

SECURITY MONITORS

Tenant council President Vernon Crawford had a concern about the placement of the security monitor. He stated that the monitor should be placed were the security personnel can see it. Also, Mr. Crawford stated that the door alarms were not loud enough. He offered to show Ms. Peterson by setting one of the alarms off at the end of the meeting.

WINDOW TREATMENTS

Ms. Wheeler brought up the issue concerning the window treatments. Most of the tenants were in agreement that some apartments were in need of shades, curtains or blinds. Numerous tenants stated that they were told by Woodlawn only new tenants will get new window treatments. Mr. Crawford stated that Daniel Sherrod gave him this information.

Ms. Lawson-Enane asked if the curtains could be cleaned. One tenant said that she tried to wash the curtains and they deteriorated due to age.

Mr. DuPont stated that Woodlawn has no such policy to replaced window treatments for new tenants only and that blinds and shades are to replace curtains due to cost.

Again, Ms. Peterson asked if the manager Ms. Blood was informed of these request. The tenants stated that they did inform Ms. Blood. She then reiterated the importance of reporting such information to the building manager. In addition, Ms. Peterson gave out her office number (881-6422). A list was circulated collecting all names of the tenant who wanted shades/blinds.

Mr. Crawford requested that the tenants speak concerning problems now and not wait until the meeting was over.

WATER DAMAGE

A tenant named Mildred in apartment 518 had water damage. Mr. DuPont said that he would check into it.

SECURITY

Office Hightower passed out the number to the community crime watch and reminded tenants to lock their doors after one tenant stated concerns about door knob tampering. Tenants were also informed that GHA has access to a drug sniffing dog and will continue to make drug rounds in the building.

EMERGENCY WORK ORDERS

Mr. DuPont requested that tenants call the emergency work order number (756-0450) instead of calling the building care taker. Tenant Evelyn Rucker stated that while making an emergency call she was told by the emergency center to contact the building care taker. According to Ms. Rucker, the operator on the call said she had instructions to direct the tenants to call the building care taker in such events. Mr. DuPont took notes and promised to rectify this problem. He then promised to distribute a list of calls that are considered emergencies to tenants.

COMMUNITY SERVICE

Ms. Lawson-Enane reminded tenants with basic resident issues to contact Social Services Director Lawrence Pipkins (881-6567) for referrals to the correct agency. A question was asked if any monies were allocated for such services in the 5 year plan. Ms Peterson responded that the priorities are vacant unit reduction. This creates more GHA income. At a tenant's request, Ms. Lawson-Enane gave examples of 5 year projects.

MAIL BOXES

DuPont stated that new mailboxes were under construction and would be finished by the end of the year. Ms Peterson distrusted her phone number and asked to be notified of this projects progress.

BATHTUBS

One tenant requested a unit with a bath tub. Ms Peterson suggested that any tenant who wanted a tub should request to be transferred to a unit with a tub. However, most tenants were satisfied with the safety of the showers.

GENERAL INFORMATION

Ms. Peterson requested that the tenant read the copy of the Annual Plan. Copies of the wish list were passed out as tenants were asked to inform GHA of any items that the meeting failed to address.

After the meeting ended at 11:00 a.m., Vernon Crawford escorted Mr. Peterson to review the camera setup and the door alarms. They determined that the door alarms need to be louder and the security cameras need to be placed in a more strategic location.

Joseph Brown Jr., Recorder
Annual Plan Meeting
Al Thomas Hi-Rise

HT Thomas

Sign-In Sheet 12/13/10 10A

Arsia Smith	508
Isabella Wheeler	216
[illegible]	210
GLORIA HAZEL	611
Maggie Harris	312
Stella M Crite	610
Florentine Perkins	313
Miedred Watts	518
Mary Ann [illegible]	604
Jeanette Richerson	306
Fannie Austin	512
Ruby White	803
Bertha Parker	412
Pamela Hinchen	207
Bertha King	307
Connie Evans	402
Evelyn Rucker	717
Althea Fowler	819
Pearl Wood	708
Geraldine Robinson	705
Helma Evans	#219
James Henderson	214
Davida Clark	staff
Deborah Purdemon	810
[illegible]	315
Sirlena Boykin	416
DIONNE HUNT	418
Annie Miller	419
Lillie Lane	218
Edna Macon	102
Edward Smith	316
Wesley Farmer	515
Leonard Dillon	723

William E Baity	607
Charles Stinson	507
Ossie Mitchell	702
DUNN'S BLANKENSHIP	814
Verner Crawford	
CLARENCE Hightower - GHA	
Kenneth Clinton - GHA	
DENNIS WESOLOWSKI	GHA 881-6618
Joseph B Brown	GHA IT
Alfreda Peterson	GHA 881-6422
Mrs. Lana Flood	Mgt. GHA
Marisa Jackson	Aud. GHA
[illegible]	W. C. D.C.
Gertrude Jones	Apt 8.L1
Gene Thomas	APT. 302
[illegible] Williams	Apt 511

ANNUAL PLAN MEETING

Glen Park Hi-rise
12/14/2010 2:00 p.m.

IN ATTENDANCE

GHA

Alfreda Peterson	Executive Director
Ms. Theresa Lawson-Enane	Internal Auditor
Kenny Clinton	Facilities Management and Maintenance Manager
Joseph Brown	Information Technology
Dennis Wesolowski	Director of Finance
Clarence Hightower	Director of Security

WOODLAWN

Sherwin DuPont	Director of Maintenance
Darlene Fleming	Manager of Glenn Park Hi-rise
Daniel Sherrod	Regional Manager

TENANTS

Forty Tenants were in attendance (See sign in sheet)

Ms. Peterson opened the meeting by explaining that one of the GHA Annual Plan purposes is to make needed building repairs and that GHA has 4.6 Million dollars to spend on repairs. Ms. Peterson emphasized the importance of the vacant unit reduction (531 units) in GHA's funding strategy. She then highlighted the following GHA Goals for 2011:

Al Thomas Hi-rise	New Roof
Glen Park Hi-rise	Water System and Intercom System
Colonial Gardens	Vacant Unit Repair
Delaney	Vacant Unit Repair
Genesis Towers	New Lighting and Painting
Dorie Miller	92 Units for Vacancy Reduction

Glen Park Hi-rise will receive an intercom system and a hot water system.

The Meeting then was opened to Tenant Comments and Questions

WATER SYSTEM

One tenant questioned what kind of water system. Mr. DuPont stated that this was discussed earlier.

TENANT CONCERNS

Ms. Peterson stated that all tenant concerns must be addressed to Daniel Sherrod and Sherwin DuPont of the Woodlawn organization in order for the issues to be dealt with. She also stated the Glen Park Tenant council President will be receiving a wish list of items that GHA wishes to accomplish. This list consist of items $5000 and over.

WATER LEAKS

One tenant raised concerns about water leaking through her walls. Mr. DuPont stated that he is aware of the issue and has a list of what needs to be done. Tenants were told to call the office with work order request. Mr. Clinton stated that James Childs and Associates did work to locate the leak problem and that tuck pointing for the building is in the annual plan.

UNIT PAINTING

A tenant named Ms. Manuel stated that she requested her apartment to be painted 5 years ago. Ms. Peterson asked if she made that request to Woodlawn. The tenant answered "no". Ms. Peterson reiterated that the tenants must make their request known and that the building staff must get back to the tenants with answers. Mr. DuPont stated that he has a list of the tenants who need their units painted. Daniel Sherrod wants to implement a plan to paint units every five years.

RENTING PROBLEM UNITS

Tenant Ms. Parker asked why does the Agency rent out units with problem. Ms. Peterson answered by stating that the units have been vacant for many years and that some of the problem will not show up until these units are lived in.

HEATING PROBLEMS

A number of tenants stated that their units were cold. Ms. Fleming told the tenants to close their bathroom vents to improve heat circulation.

OTHER CONCERNS

Other concerns that were addressed are as follows:

Shower doors lose will be fixed
Preventative Maintenance plan must be developed
Routine Work Order must be done in five days and emergencies in 24 hours
Tenant were encouraged to come out to Tenant Council meeting

Joseph Brown Jr., Recorder
Annual Plan Meeting
Glen Park Hi-Rise

GLEN PARK HI-RISE

Dec 14, 2010

RESIDENT MEETING SIGN IN SHEET

FIVE YEAR PLAN Meeting

NAME	APARTMENT	PHONE
Richard Sanders	514	2.—
Marlene Fields	908	
William Daniels	214	
Albert Moore	923	219 902 5403
Dwight Bedgood	618	
Rosa L. Adams	817	887.0737
Karen Barnes	820	677-5044
Melvin Erving	708	
Lydia Askew	602	
Vivian E. Burton	205	
Roland R. Hoff		
Irene McCarley	511	
Sari Dixon	320	
E. Richards	310	
L. Elmore	412	
Annette Glover	706	
Viola Floyd	517	
June Worley	611	
Floyd Jenkins	512	

GLEN PARK HI-RISE

Dec 14, 2010

RESIDENT MEETING SIGN IN SHEET

Five Year Plan Meeting

NAME	APARTMENT	PHONE
Nathaniel Trice	821	9802515
John Spates	220	
R Wells	211	
Mike Randolph	603	
Pauline Hue	105	
Barbara A. Moore	909	884-4855
Warill McCom	202	
Dorothy L Grady	805	8843637
Donna D Dixon	411	980-3418
Mamie Davis	509	
Willie Mae Henderson	309	
Martha Rasenby	721	
Edith R Smith	814	
Clara Grains	420	
Earnestine Parker	314	980-2106
Vlena Henry	421	
Charles Richards Jr	812	
Phyllis Miller	415	

GLEN PARK HI-RISE

Dec. 14, 2010

RESIDENT MEETING SIGN IN SHEET

Five Year Plan Meeting

NAME	APARTMENT	PHONE
R. JACKSON	321	
~~Albert Moore~~	~~923~~	
Eric Johnson	615	

ANNUAL PLAN MEETING

Dorie Miller
12/16/2010 2:00 p.m.

IN ATTENDANCE

GHA

Alfreda Peterson	Executive Director
Sherita Smith	Director of Human Resources
Ms. Theresa Lawson-Enane	Internal Auditor
Kenny Clinton	Facilities Management and Maintenance Manager
Joseph Brown	Information Technology
Dennis Wesolowski	Director of Finance
Clarence Hightower	Director of Security

WOODLAWN

Sherwin DuPont	Director of Maintenance
Diane Grave	Manager, Dorie Miller

TENANTS

Three Tenants were in attendance (See sign in sheet)

Ms. Peterson opened the meeting by explaining that one of the GHA Annual Plan purposes is to make needed building repairs. She then highlighted the following GHA Goals for 2011 from 4.6 Million dollars in funding:

Al Thomas Hi-rise	New Roof
Glen Park Hi-rise	Water System and Intercom System
Carolyn Mosby Hi-Rise	Lighting in Hallways
Colonial Gardens	Vacant Unit Repair
Delaney	Vacant Unit Repair
Genesis Towers	New Lighting and Painting
Dorie Miller	92 Units for Vacancy Reduction

The goals for Dorie Miller were stated as being the vacancy reduction. Ms Peterson stated that the agencies goal is to reduce vacancies which will increase cash funding from HUD. "A survey has been done on homelessness. We need to fill our vacant units".

The Meeting then was opened to Tenant Comments and Questions

Sherita told the tenants that the Annual Plan is available for review at the Main Branch of the Gary Public Library. She asks that the residents submit comments to Darlene Pointer. Darlene was introduced as the contact for all Duneland residents

COMPLETION OF ANNUAL PLAN

Duneland tenant Jason Arndt of Duneland asked when the vacant unit plan will be completed and how much funding be granted to GHA. Sherita explained that HUD does review this plan and determines funding by occupancy. She says the agency usually get 85% funding.

STREET LIGHTS

Ms Willborne stated that the street lights were a problem. Mr Clinton and Mr Dupont informed that tenant that more street light were installed. In addition light bulbs were installed on the housing as well.

COMMUNITY SERVICES

A question came up about tenant community services. Ms Peterson directed the question to Ms. Graves. Ms Graves explained that each tenant must do a certain amount of time (8) hour a month. She said that the tenants can volunteer at schools and other public establishments. Ms. Peterson offered help in finding locations for service.

Tenant Jason Arnet stated that he knew of a lot of places that are looking for volunteers for service.

Joseph Brown Jr., Recorder
Annual Plan Meeting
Dorie Miller

Dane Miller

2011 GHA ANNUAL PLAN SIGN-IN SHEET

DECEMBER 16, 2010

NAME:	ADDRESS:
Jason Arndt	363 Elkhart Gary 46403
Jeanette Graham	1832 E. 19th Pl
[illegible]	578 Broadway Gary, In.
[illegible]	578 CO
CLARENCE, HIGHTOWER	578 BROADWAY
[illegible]	1436 Mass St
DENNIS WESOLOWSKI	578 BROADWAY GARY, IN 46402
Sherita Smith	578 Broadway Gary, IN 46402
Digne Graves	1722 E 21st Ave Gary IN 46407
[illegible]	1436 Mass St
Vanessa Wilbourn	1939 Maine St.

Agency Plan Meeting – Notes and Comments – Delaney Community
December 16, 2010 –10:00 am

Residents in attendance -0
Time – 10:00 am
Property Manager- 0

Resident Comments:

GHA General Comments and responses:

Delaney East / West

GARY HOUSING AUTHORITY SIGN-IN SHEET

TYPE OF MEETING: ANNUAL PLAN MEETING

DATE: December 16, 2010 TIME: 10:00 : AM

NAME	ADDRESS	PHONE
1 Willie [illegible]	COCC	881-6408
2 Marlene [illegible]	Hope VI	886-0284
3 Sherita [illegible]	COCC	881-6410
4 Rosetta Maxwell	COCC	881-6619
5 [illegible]	COCC	881-7919
6 [illegible]	WCDC	881-6567
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Agency Plan Meeting – Notes and Comments – 578 Broadway
December 13, 2010 –2:00 PM

Residents in attendance -13 -2:00pm

Resident Comments:

- Thelma Fanning - We have vacant units in this building, too. When are you going to paint my unit, I've been here nine years and no paint. I've spoken with the Property Manager, no paint. I can get someone to paint it. You do not have to paint it. I've washed my walls, but I need paint. The carpet is old and needs to be cleaned. I can not get any satisfaction in this building. There is dope activity going on in this building. " The tenants are letting unauthorized people in this building, dope people and alcoholics, get the dogs out to get these drugs out, this place is a mess".
- Thelma Fanning – "You ought to be ashamed, you know nobody is going to read that Plan.
- Thelma Fanning –I was told someone was going to clean my carpet. I'm afraid to go out. Do I qualify for Section 8?
- Resident (Apt 704)- Someone is knocking on my door at night. I'm not afraid.

GHA General Comments:

- Mr. Hollingsworth Deputy Director opened the meeting and handed out the Agenda, Sign- in Sheets and Resident Survey. He gave a brief synopsis of the plan and stated, "We are here to solicit your comments regarding the Five Year Plan; a copy of which is in your Manager's office. We need to hear your comments today regarding things in the Plan that may concern you. The Resident survey consist of three components; your unit, your building and your neighborhood (safety). The Plan itself consists of 18 components (small elaboration of each component was given). The major repair in the Plan for Genesis Towers is the repair of the roof. The Public Comment meeting for the Plan will be held at the Board Meeting on January 13, 2011, and the Plan will be submitted to HUD on January 14, 2011. Mr. Hollingsworth went on to explain that the Plan is a mandate from HUD, now is the time for you to voice your concerns. He also answered Ms. Fanning's question regarding section eligibility, " The Section 8 waiting list is closed, once opened you may apply".
- Hollingsworth- Do you have a Resident Council? (There was no reply; Ms. Fanning said she does not get into politics.
- Hollingsworth- We have 1,878 public housing units, and 518 vacant units, therefore our vacancies will be addressed first, in Delaney and Colonial Gardens.

- Mr. Dupont (WCDC, Maintenance Supervisor) introduced himself and explained the procedure for painting the individual units; (In response to Ms. Thelma Fanning's question concerning paint). I will speak to you regarding this after the meeting, however, generally If approved paint can be administered to the residents to paint their units, the resident in turn has thirty days to complete the painting of unit, the paint given to the residents are consisted with the GHA palette of antique white and autumn beige. Please speak to your Property Manager concerning paint, and maintenance issues. If warranted the GHA will paint the unit.
- Mr. Dupont Your Property Manager will assist you with questions concerning the Plan. Mr. Dupont passed out the Crime Stoppers emergency number and information in response to Ms. Fanning's concerns regarding security.
- Rosetta Maxwell Introduced herself as the Procurement Director, and explained the procurement process as it pertains to the Plan.
- Nate Williams (Asset Manager) introduced himself and explained his role was to assist the residents and GHA in compliance to the HUD rules and regulations.
- Sherita Smith (Human Resources) introduced herself and explained her role as it pertains to GHA; she also explained the importance of the Plan to the residents, and advised Ms. Fanning she would speak to her after the meeting, pertaining to matters not concerning the Plan.
- Darlene Pointer (HOPE VI) introduced herself and explained the articles in the Plan pertaining to the mixed finance properties and home ownership.

GENESIS TOWERS

GARY HOUSING AUTHORITY SIGN-IN SHEET

TYPE OF MEETING: ANNUAL PLAN MEETING

DATE: December 13, 2010 TIME: 2:00 : PM

NAME	ADDRESS	PHONE
1 Willie Holly Smith	COCC	881-6408
2 [illegible]	COCC	881-7919
3 Sherita S Smith	COCC	881-6410
4 Rosetta Maxwell	COCC	881-6619
5 Nadine Pontier	HOPE VI	886-0289
6 [illegible]	W.C.D.C.	881-6567
7 Roman Lewis	578 Broadway #815	880-1036
8 Annie Williams	578 Broadway	
9 George Addison	578 Broadway	908
10 Thelma Farmer	578 Broadway	806
11 Otha Pippins	578 Broadway	4608
12 William [illegible]		880-7720
13 Lavoda Pall	578 Broadway 704	888-9608
14		
15		
16		
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21		
22		

Agency Plan Meeting – Notes and Comments – 650 Jackson Street
December 14, 2010 –10:00 am

Residents in attendance -45
Time – 10:00 am
Property Manager- Sharon Hutton Attended

Resident Comments:

- Robert Berry – What's going to happen to Ivanhoe
- Ms. Hoover– When are we going to get our units painted? I've been here 11 years, and have never had my unit painted. If I get someone to paint it, can I get a deduction on my rent? Do we get out units painted every five years?
- Eugene Murray- Are you saying we can get the paint today, if needed?
- George Mixon- We need hand rails on the north side of the building. I have a problem get ting around on the north side.
- Mr. Spencer- Why is this place so dirty? It is so dirty on the second floor on up; the garbage is running over. It was better when we had a caretaker.
- Robert Berry- We have a heat and hot water problem.
- Ms. Hoover – I'll work part time to help you, if you're short staffed.
- Robert Berry – My curtains are shredded.
- Joyce Marshall- Why can't a single person have a 2br unit?
- Joyce Marshall – Can a person have a caretaker, when needed; you may be ok and then need care for a certain length of time.
- Resident- Can a person stay over 14 days?
- Resident – I need carpet.
- Ms. Hoover – Can I put carpet in my unit?
- Mr. Spencer – This building needs exterminating we have roaches, and I saw a mouse last Thursday; the lights are not working right outside.
- Resident – We need more screens.
- Resident – What's the future for Section 8?
- Resident – Is HUD renovating the Dalton on Fifth Avenue?
- Robert Berry – What do you do when people play their music to loud, Rapp music, etc.
- Joyce Marshall – Are Administrative Salaries in the Plan? Is one third of your budget allocated for salaries, Is your current budget in the Plan?
- Joyce Marshall – Who decides how much, is budgeted for each bldg? And what repairs are needed for each building? And how the money is disbursed? Where does our rent money go? Are you saying that HUD breaks down the percentages for each bldg?
- Resident – Does GHA have Community Services?

- Eugene Murray – Instead of saying AMP.0, say building. Keep it simple. I understand what you are saying each building must stand on it's on. I just want comfort; comfort in my apartment, the building, staff and the circumstances of the building.

GHA General Comments and responses:

- Mr. Hollingsworth Deputy Director opened the meeting and handed out the Agenda, Sign- in Sheets and Resident Survey. He gave a brief synopsis of the plan and stated, "We are here to solicit your comments regarding the Five Year Plan; a copy of which is in your Manager's office. We need to hear your comments today regarding things in the Plan that may concern you. The Resident survey consist of three components; your unit, your building and your neighborhood (safety). The Plan itself consists of 18 components. The Public Comment meeting for the Plan will be held at the Board Meeting on January 13, 2011, and the Plan will be submitted to HUD on January 14, 2011. Mr. Hollingsworth went on to explain that the Plan is a mandate from HUD and the Plan once submitted to HUD will aid in determining the amount of money HUD will allocate for capital improvements to the AMPS (developments) such as the exterior (tuck pointing) that was approved for this building. We will be able to replace inoperable stoves and refrigerators this year. Last year, the GHA received 4.85 million and we are asking for 5.3 million this year. We also received 4.85 million from the President's stimulus package which we used to demolish Ivanhoe and for vacancy reduction in Dorie Miller.
- Mr. Hollingsworth Deputy Director – 317 units were demolished in Ivanhoe, and we plan on replacing them with 250 new units.
- Hollingsworth- We have 1,878 public housing units, and 518 vacant units, therefore our vacancies will be addressed first, in Delaney and Colonial Gardens.
- Hollingsworth- Section 8 – We have over 10,000 applicants on the waiting list, we currently do not have the money to meet the need.
- Hollingsworth- No, the Dalton Apts. art not apart of GHA.
- Hollingsworth – No Administrative salaries are not included in the PLAN, and the last approved budget is not in the plan. HUD calculates our operating subsidy, there is a formula used. Our Finance Director, Dennis Wes. Is responsible for supplying HUD with the needed information for calculation.
- Mr. Dupont (WCDC, Maintenance Supervisor) introduced himself and explained the procedure for painting the individual units; (In response to Ms Hoover's complaint: If approved paint can be administered to the residents to paint their units, the resident in turn has thirty days to complete the painting of unit, the paint given to the residents are consisted with the GHA colors of antique white and autumn beige. Please speak to your Property Manager concerning paint, and maintenance issues. If warranted the GHA will paint the unit and we can place you on our

schedule, we are behind due to reduced staff. Yes, you can receive your paint today, if needed. We have these colors in stock,

- Mr. Dupont -Notify your Property Manager if you need paint assistance. Our cleaning supplies and staff are short, that may be the reason for the lack of cleaning in this building. You no longer have a caretaker. This has not been mentioned in your monthly staff meetings, I find it difficult to believe that this building has not been mopped since September 1.
- Dupont- Boilers and heat is a problem in this building. We don't have the funds to pay for part time assistance. You can volunteer.
- Dupont – Ask your Property Manager about your damaged blinds and shades.
- Dupont- Yes, we have a Community Services Department, Mr. Pipkins and Rosie Passmore.
- Property Manager – Children can not live in this building. Yes, you can replace your carpet. If your neighbor complains, that is considered 'disturbing your neighbors peaceful and enjoyment of their premises". You must be considerate of your neighbors.
- Dupont – Yes you can replace your carpet at your expense, as far as extermination we are looking into hiring another contractor.
- Rosetta Maxwell Introduced herself as the Procurement Director, and explained the procurement process as it pertains to the Plan.
- Nate Williams (Asset Manager) introduced himself and explained his role was to assist the residents and GHA in compliance to the HUD rules and regulations.
- Sherita Smith (Human Resources) introduced herself and explained her role as it pertains to GHA; she also explained the importance of the Plan to the residents. She also said HUD regulations must be followed and encouraged the tenants to read the PLAN, and to put in their comments, she also explained about how the HUD allocation is divided among the AMPS, and how expensive rehab is
- Sherita Smith – The last approved GHA budget may be found in the 2010 PLAN that is in your property manager's office, you can take a look at it. No the Administrative salaries are not in the Plan.
- Darlene Pointer (HOPE VI) introduced herself and explained the articles in the Plan pertaining to the mixed finance properties and home ownership. The homeownership process and eligibility requirements were explained.
- Darlene Pointer – Bedroom sized and family composition is explained in the PLAN.

Carolyn B. Mosby

Sign-In Sheet
Annual Plan – Carolyn Mosby High-rise
December 14, 2010

1) Willie [illegible]
2) [illegible]
3) Sherita S. Smith
4) [illegible]
5) [illegible]
6) [illegible]
7) [illegible]
8) Liberthan Sims
9) [illegible]
10) Arlillian Love
11) [illegible]
12) Rosa [illegible]
13) LEROY BURKS
14) Terrence Robinson #303
15) Janice R. Harris 312
16) [illegible]
17) Sylvia Fuller
18) Robert [illegible]
19) [illegible]
20) Patricia [illegible]
21) Constance Johnson
22) Robert Johnson

Carolyn B. Mosby

Sign-In Sheet
Annual Plan – Carolyn Mosby High-rise
December 14, 2010

1) Katherine Elder
2) Rosetta Marshall
3) [illegible]
4) [illegible]
5) Sharon Hutton
6) Eugene J. Murray
7)
8) Ella Hooker 717
9) Jerry Crossley 711
10) Kevin & Sandra Robison 715
11) Fred Hathaway
12) Harry Prince
13) MAMIE ROBINSON
14) Audrey McNeal
15) Crabbe R [illegible]
16) JACKLYN MARSHALL
17) [illegible]
18) DIANE CRUMP
19) VALARIE IVY 316
20) MOSE ELLIS JR 207
21) Betty Adams 313
22) Joe Scott 404

Carolyn B. Mosby

Sign-In Sheet
Annual Plan – Carolyn Mosby High-rise
December 14, 2010

1) Ronald Hamm #508
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ANNUAL PLAN MEETING

Colonial Gardens
12/15/2010 10:00 a.m.

IN ATTENDANCE

GHA

Alfreda Peterson	Executive Director
Theresa Lawson	Internal Auditor
Kenny Clinton	Warehouse Manager
Joseph Brown	Information Technology
Dennis Wesolowski	Director of Finance
Clarence Hightower	Director of Security

WOODLAWN

Sherwin DuPont	Director of Maintenance
Janis Stephens	Manager of Al Thomas
Reneatha Rutledge	Supervisor of Managers

TENANTS

Nine Tenants were in attendance (Listed in sign in sheet)

Ms. Peterson opened the meeting by explaining that one of the GHA Annual Plan purposes is to make needed building repairs. The agency gets between 4-4.7 million dollars in funds that all sites must share. She then highlighted the following GHA Goals for 2011:

Al Thomas Hi-rise	New Roof
Glen Park Hi-rise	Water System and Intercom System
Colonial Gardens	Vacant Unit Repair
Delaney Miller	Vacant Unit Repair
Genesis Towers	New Lighting and Painting
Dorie Miller	92 Units for Vacancy Reduction

Colonial Gardens has 20 vacant units that will be fixed.

The Meeting then was opened to Tenant Comments and Questions

TENANT PROBLEMS

Ms. Peterson asked that tenant report all problems to the manager first.

STREET LIGHTS

One tenant concerns was the street light. One claim is that they have not been burning since 2007. Ms Peterson asked if the light were ours. It appears that these are city lights. Ms Stephens stated that she called NIPSCO and got not response. Mr. DuPont confirmed that NIPSCO has not cooperated. Ms Peterson asked to have everything put in writing.

UNIT REPAIR ORDER

A tenant stated that the current occupied units should be fixed first. Ms. Peterson responded that the vacant units need to be fixed and occupied first to increase revenues and stop vandalism. Ms Peterson asked the tenants to call in emergency work orders and request the work order number. She also stated to the tenant s not to sign for work that has not been completed. Tenants were encouraged to contact the executive director if asked to sign for work that was not done.

WATER DAMAGE

One tenant complained that her walls are leaking. Mr. DuPont stated that this is due to the area being a pervious swamp and that some foundations are sinking. Ms. Stephens stated that this is also due to the drainage from I-65. Mr. DuPont said the will make an effort to relocate vent from the floor areas of the units. Ms. Peterson will make this a priority in the next funding cycle.

COMMUNITY SERVICE PROJECTS

Office Hightower passed out the number to the community crime watch and reminded tenants to lock there doors after one tenant stated concerns about door knob tampering. Tenants were also informed that GHA has access to a drug sniffing dog and will continue to make drug rounds in the building.

SMOKE DETECTORS

There was a complaint concerning smoke detectors going off when cooking. Ms Peterson asked tenants not to tamper with the equipment in any way. They were informed to notify the management when the smoke beeps. This indicates that the batteries need to be changed.

COMMUNITY SERVICE

A Tenant named Ms. Twanna Hannah suggested that GHA do more community service activities to give the youth of Colonial Gardens something to do. She stated her experience with the Rough Rider group in Chicago and the lack of activity in Colonial. Ms Peterson stated that this site needs a tenant council. Tenants interested in such work should contact Lawrence Pipkins.

Joseph Brown Jr., Recorder
Annual Plan Meeting
Colonial Gardens

2011 ANNUAL PLAN MEETING
COLONIAL GARDENS/AMP 9
SIGN- IN
SHEET

DECEMBER 15, 2010

NAME	ADDRESS	PHONE
Sangella Y. Smith	1211 East 49th Ave	(219) 810-2120
Tawanna Hannah	3329 Kentucky St	708 510-4549
Mattie M Bell	3385 Kentucky	219.887-3238
Lillie Roberts	4924 2nd Pl.	8842130
Willetta Rodgers	143 E 4th Pl.	9856211
Demetrica C. Scott	1315 East 49th Avenue	(219) 980-2030
Matthew Nicholes	1423 E. 49th Ave	(219) 433-4050
[illegible]	578 Broadway	219 881-6459
[illegible]	120 E. 49th Ave	219) 512-3152
[illegible]	491 Long St	985-0185
[illegible]	Colonial Office	884-2424
[illegible]	193 C.O.	881-6446

Agency Plan Meeting – Notes and Comments – Concord Village
December 15, 2010 –2:00 PM

Residents in attendance 1 –Commissioner Gaines
Time – 2:00 PM
Property Manager- Not in attendance

Resident Comments:

- Commissioner Gaines –"I've gone over the Agency Plan, with the Executive Director. My concerns are the occupied units, when will upgrades start in Concord for the occupied units? The units have not had insulation in years.

GHA General Comments and responses:

- Hollingsworth- Once we have completed the vacancy reduction we can start on the occupied units.

Concord Village

GARY HOUSING AUTHORITY SIGN-IN SHEET

TYPE OF MEETING: ANNUAL PLAN MEETING

DATE: December 15, 2010 TIME: 2:00 : PM

NAME	ADDRESS	PHONE
1 Willie Hollyroth	COCC	881-6408
2 Sherita Smith	COCC	881-6410
3 Rosetta Maxwell	COCC	881-6619
4 [illegible]	COCC	881-7919
5 Kaileny Pointey	HOPE VI	8860284
6 Mr. [illegible]	5013 W. 19th Place	219-944-8251
7 [illegible]	WCDC	881-6567
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ATTACHMENT G
11.0 [f] PHA Plan Element:
Public Hearing
Minutes and
Resolution

PUBLIC HEARING

Gary Housing Authority Annual Plan
FY Beginning 2011
Thursday, January 13, 2011
Gary Housing Authority, 578 Broadway,
Boardroom, 2nd Floor, Gary, IN

Alfreda M. Peterson, Executive Director

Commissioner Cook, 1st Vice-Chairperson opened the meeting at 6:10 p.m.

Roll Call

Commissioners Present: Geraldine Stamps, Regena Gaines, Pastor Richard Wilford, Cecil Hodges and Willie Cook

Commissioners Absent: Michael A. Brown and Cornell Collins

Overview

Ms. Peterson began by explaining that GHA's governing body is required to convene a public hearing to discuss the Annual Plan and to receive comments from the public regarding the proposed activities. The GHA must consider, in consultation with the Resident Advisory Board, all comments received at the public hearing. The Resident Advisory Board is composed of seven Resident Council Presidents and two Section 8 residents.

The GHA is required, at least 45 days prior to the scheduled public hearing, to publish a notice in the newspaper (prior to November 25, 2010) that a public hearing to present the Annual Plan and hear public comments would be held and include the time, date and location of the public hearing. The notice should also indicate where the Annual Plan and pertinent documents will be available for review.

The Annual Plan is composed of a mission and must have long-range goals and objectives for achieving its mission. Staff conducted meetings at all the AMP locations to promote comprehensive participation in the public hearing. The documents for the Agency Plan were maintained at an accessible place that included GHA's Central Office and twelve other locations including the Main Library, 220 W. 5th Avenue. Any significant amendments or modifications to this plan are subject to the public hearing and Resident Advisory Boards assessment requirement.

Public Comments

Kendra S. Johnson, Resident, Dorie Miller Homes:

Ms. Johnson stated this was the first time in several years she was unable to review the Plan or attend the meeting held at Dorie Miller due to her work schedule. She said this was why she wanted to stress they needed more resident training so they could get the resident councils started in Dorie Miller and Delaney Community. She said that way those representatives could attend the meetings and inform the residents who could not make the meetings what took place. Ms. Johnson said she appreciated that Dorie Miller did have the Annual Plan informative meeting so the residents could know what the Gary Housing Authority was going to do. She said she also was also disappointed that the meeting was not held at a more convenient time for those working an 8:00-5:00 p.m. shift Monday through Friday. Ms. Peterson asked Ms. Johnson in

considering that information for next year, would she be interested in finding out from the residents when would be a more convenient time for them to have the meeting either in the evening or an early Saturday meeting. Ms. Johnson said she would survey the residents and have them to contact the Housing Authority to let us know what would be convenient for them.

Theresa Lawson-Enane stated when they put the Annual Plan books out 45 days ago, one was also put in the Main Public Library for persons to view at their leisure. Commissioner Hodges asked for those residents who could not make the meetings was there a co-chairperson or someone who could attend for them. Ms. Lawson-Enane said the meetings were open to everyone. She said some persons even attended meetings at other developments.

There being no further comments, the 1st Vice-Chairperson asked for a motion for adjournment. Commissioner Hodges made a motion to adjourn the meeting. The motion was seconded. The following vote was cast:

AYES: STAMPS, GAINES, HODGES, WILFORD, COOK. NAYES: NONE.

The Public Meeting was adjourned at 6:18 p.m.

Minutes submitted by: Terry Mims, Executive Secretary/Administrative Assistant

GARY HOUSING AUTHORITY
SIGN-IN SHEET

BOARD MEETING

DATE: 1-13-11 TIME: 6:10 pm

NAME	ADDRESS	PHONE
1. Gerald Sine Stamps	1584 Chase Street	219-677-9689
2. Susana J. Garner	5013 W. 19th Place	219-670-3566
3. [illegible]	2591 Harrison St Gary Ind	(219) 201-1935
4. Cecil Godfrey	2160 Taney St	614 7436
5. Willie Cole	813 LAKESHORE DR	805-7676
6. Terry Morris	COCC	881-6422
7. Alfreda Peterson	COCC	881-6422
Tony Walker	363 S. Lake St. Gary	887-2626

GARY HOUSING AUTHORITY STAFF
SIGN-IN SHEET

Nature of Meeting: Board Meeting

DATE: 1-13-11 **TIME:**

Location: GHA Boardroom

Name	Department	Phone Number
1. Willie [illegible]	COCC	881-6408
2. [illegible]	Maint	882-7573
3. [illegible]	[illegible]	881-6459
4. DENNIS WOOLOWSKI	FINANCE	8816618
5. MIRIAM Horton	HCVP	6421
6. Sherita S Smith	HR	881-6410
7. [illegible]	COCC	881-7919
8. [illegible]	IT	881-6446
9. [illegible]	[illegible]	8860204
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GARY HOUSING AUTHORITY
PUBLIC PARTICIPATION SIGN-IN

PLEASE LIMIT COMMENTS TO 3 MINUTES

DATE: 1-13-11

NAME	ADDRESS	PHONE
1. Johnny Farmer	578 Broadway	886-0586
GSS 2. Bessie Mann	578 Broadway	881-0792
3. KENDRA S. JOHNSON	2020 MAINE ST	885-1387 / 881-4115
4. Squire Pickard	3350 Pierce ST.	
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RESOLUTION NO. 2011-2023

A RESOLUTION APPROVING AND AUTHORIZING THE SUBMISSION OF THE FY BEGINNING 2011 ANNUAL PLAN

WHEREAS, The Gary Housing is required to submit an Annual Plan to the Department of Housing and Urban Development (HUD), and

WHEREAS, The Annual Plan has been prepared and available for public comment for a period of 45 days, and

WHEREAS, The Annual Plan consists of the following standing, new and revised policies and procedures including:

- ACOP
- Maintenance Plan/Bed Bug Policy
- One Strike Policy
- Comprehensive Security Plan
- Violence Against Women Act
- FSS Action Plan
- Rent Collection & Eviction Policy
- Grievance Policy
- Community Service Policy
- Pet Policy
- Homeownership Program
- Section 3 Policy

WHEREAS, The Board of Commissioners does hereby approve the new policies and the revisions to the existing policies as outlined in the Annual Plan; and 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 Annual Plan and authorize submission to HUD.

Approved and adopted this 13th day of January, 2011.

Willie Cook
Michael A. Brown, Chairperson

VT Vice Chair

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

Alfreda M. Peterson
Alfreda M. Peterson, Secretary-Treasurer

ATTACHMENT G
11.0 [g] PHA Plan Element:
Challenged Elements

There are no
Challenged Elements
At this Time.

ATTACHMENT G
11.0 [h] PHA Plan Element:
Form HUD-50075.1
Capital Fund Program Annual Statement/
Performance and Evaluation Report

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No: IN36P011501-06 Replacement Housing Factor Grant No:	2006

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☑ Revised Annual Statement (revision no. 6) (02/16/10)

☑ Performance and Evaluation Report for Program Year 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-CGP Funds				
2	1406 Operations	305,984.00	305,984.00	305,984.00	305,984.00
3	1408 Management Improvements	-	-	-	-
4	1410 Administration	6,017.30	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	85,964.95	18,361.44	18,361.44	18,361.44
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	894,141.81	972,814.62	972,814.62	972,814.62
11	1465.1 Dwelling Equipment - Nonexpendable	169,332.00	164,280.00	164,280.00	164,280.00
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	98,405.94	98,405.94	98,405.94	98,405.94
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 1,559,846.00	$ 1,559,846.00	$ 1,559,846.00	$ 1,559,846.00
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 Conversation Measures	-	-	-	-

m 11/21/10

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 I **0**				**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	
Broadway	Gas Furnace Replacement	1460.00	1 LS	-	-	-		FFA
Manor								
IN.11-22	Roof Redesign, Gutters & Dwspts	1460.00	1 LS	410,185.89	410,185.89	410,185.89	410,185.89	2004&2006
Ivanhoe	Roofing Replacement and Repair	1460.00	1 LS	-	-			FFA
Gardens	Exterior Waterlines Replacement	1450.00	1 LS	-				FFA
IN.11-02	Streets & Sidewarlks Repairs	1450.00	1 LS	-	-	-		FFA
	Perimeter Fencing of Development	1450.00	1 LS	-				FFA
	Appraisal	1450.00	1 LS	-	-	-		FFA
	Demolition	1485.00	1 LS	-	-			FFA
	Relocation Plan	1495.00	1 LS	-	-	-	-	FFA
3280 Pierce	Closet & Interior	1460.00	1 LS	-	-	-		FFA
IN.11-7	Structural Problems	1460.00	1 LS	-				FFA
Hi-Rise	Laundry Facility	1470.00	1 LS	-	-	-		FFA
	Roof Repair&Masonry Restor.	1460.00	1 LS	235,395.60	235,395.60	235,395.60	235,395.60	2004&2006
Colonial Gard	Sewer Clean-out	1450.00	1 LS	-	-			FFA
IN.11-09/10	Closet & Interior Doors	1460.00	1 LS	-	-	-		FFA
				-				
Miller Heights	Sewer Clean-out	1450.00	1 LS	-	-			FFA
IN.11-17	Vacancy Reduction	1460.00	20 EA	-	82,246.81	82,246.81	82,246.81	2008

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 I 0				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	
Carolyn B.	Interior Painting Bldg & Units	1460.00	1 LS	-	-	-		FFA
Mosby								
Hi-Rise	Roof Repair&Masonry Restor.	1460.00	1 LS	193,583.32	193,583.32	193,583.32	193,583.32	2004&2006
IN11-11								
	Tuck Pointing & Structural Repairs	1460.00	1 LS	-	-			FFA
				-				
				-	-			FFA
Genesis T.	Interior Painting Bldg & Units	1460.00	1 LS	-	-			FFA
	Resurface Residents Parking Lot	1450.00	1 LS	-	-	-		FFA
	New Employees Parking Lot	1450.00	1 LS	-	-	-		
East Point				-	-			2004 & 2005
IN.11-06	Exterior Doors	1460.00	140 EA	-	-	-		
Dorie M11-05	Roof Repair&Masonry Restor.	1460.00	1 LS	54,977.00	51,403.00	51,403.00	51,403.00	
IN 11-17-MH	Exterior Doors	1460.00						FFA
Ivan. Garden	Exterior Doors	1460.00	140 EA	-	-	-		FFA
IN 11-23								
HA-Wide	Operations	1406.00	1 LS	305,984.00	305,984.00	305,984.00	305,984.00	
Mgmt Improv.	Resident Training	1408.00	1 LS	-	-	-		FFA
	Staff Training	1408.00	1LS	-	-	-		FFA
	Computer Software	1408.00	1 LS	-	-	-		FFA
	Network Technical Assistance	1408.00	1 LS	-	-	-		FFA
	Vacant Unit Crew	1408.00	1 LS	-	-	-		FFA
	Hi-Rise Security	1408.00	1 LS	-	-	-		FFA
HA-Wide	Non-Technical Salaries	1410.00	1 LS	3,283.30	-	-		FFA
Admin.								FFA
	Technical Salaries	1410.00	1 LS	-	-	-		FFA
	Independent Auditor	1411.00	1 LS	-	-	-		
Fees & Cost	A&E Services	1430.00	1 LS	85,964.95	18,361.44	18,361.44	18,361.44	2004/08 Child
	Legal Expense	1410.00	1LS					

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 I **0**				**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	2,734.00	-	-		FFA
Admin.								
	Travel Expense	1410.00	1 LS	-	-	-		FFA
				-				
	Publication Expense	1410.00	1 LS	-	-	-		FFA
	Telephone Expense	1410.00	1 LS	-	-	-		FFA
	Sundry Expense	1410.00	1 LS	-	-	-		FFA
HA-Wide								
Fees & Costs	Phase II Environmental Assess.	1430.00	1 LS	-	-	-		FFA
HA-Wide	Replace Cabinets&Countertop	1465.10	178 EA	169,332.00	164,280.00	164,280.00	164,280.00	Vac. Reduct.
				-				
	Replace Refrigerators&Ranges	1465.10	1 LS	-	-	-		FFA
	Replace Hot Water Tanks	1465.10	1 LS	-	-	-		FFA
	Maintenance Equipment	1475.00	1 LS	-	-	-		FFA
	Replace Maintenance Trucks	1475.00	1 LS	98,405.94	98,405.94	98,405.94	98,405.94	
	Tree Trimming & Cutting	1450.00	1 LS	-	-	-		FFA
	Landscape Sod and Dirt	1450.00	1 LS	-	-	-		FFA
	Exterior Keys & Locks Change-out	1460.00	1 LS	-	-	-		FFA
	Exterior Door Replacement	1460.00	1 LS	-	-	-		FFA
	Roof Repair and Replacement	1460.00	1 LS	-	-	-		FFA
	Asphalt Repair & Replacement	1450.00	1 LS	-	-	-		FFA
	Curb & Sidewalk Repair & Replace	1450.00	1 LS	-	-	-		FFA
	Window Replacement	1460.00	1 LS	-	-	-		FFA
	Exterior Security Lighting	1450.00	1 LS	-	-	-		FFA
	Hydrants	1450.00	1 LS	-	-	-		FFA
	New Central Office Building	1499.00	1 LS	-	-	-		FFA
	Technical Advisor - Mixed Finance	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:	Grant Type and Number		Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No: IN36P011501-06		2006
	Replacement Housing Factor Grant No: 0		

Development Number Namw/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	
Ivanhoe Gardens	7/17/2008			7/17/2010			
IN 11-02							
Miller&East Point IN 11-06&0	7/17/2008			7/17/2010			
3280 Pierce Street	7/17/2008			7/17/2010			
IN 11-07 Hi-Rise							
Colonial Gardens	7/17/2008			7/17/2010			
IN 11-09&10							
Miller Heights	7/17/2008			7/17/2010			
IN 11-17							
650 Jackson St	7/17/2008			7/17/2010			
IN 11-11 Hi-Rise							
Broadway Manor	7/17/2008			7/17/2010			
IN 11-22							
Ivanhoe Gardens	7/17/2008			7/17/2010			
Scattered Site							
IN 11-23							
Genesis Tower	7/17/2008			7/17/2010			
IN 11-25 Hi-Rise							
HA - Agency Wide	7/17/2008			7/17/2010			

Glynda Peterson
Name

Executive Director
Title

11-22-10
Date

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No: **IN36P011501-07** Replacement Housing Factor Grant No:	**2007**

☑ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☑ Revised Annual Statement (revision no. **2**) **(08/25/09)**

☐ Performance and Evaluation Report for Program Year 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-CGP Funds				
2	1406 Operations	947,665.00	947,665.00	947,665.00	947,665.00
3	1408 Management Improvements	-	-	-	-
4	1410 Administration	-	473,833.20	473,833.20	473,833.20
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	83,619.60	144,921.45	144,921.45	144,921.45
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	3,427,067.40	2,960,555.92	2,960,555.92	2,051,763.20
11	1465.1 Dwelling Equipment - Nonexpendable	279,980.00	211,356.43	211,356.43	211,356.43
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 4,738,332.00	$ 4,738,332.00	$ 4,738,332.00	$ 3,829,539.28
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	-	-	-	-

@ 10/31/10

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 I **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	
Colonial	Interior Electrical	1460.00	1 LS	-	-	-		FFA
Gardens	Vacancy Reduction	1460.00	1 LS	551,003.00	551,003.00	551,003.00	3,911.98	
AMP 9	Low-Water Pressure	1450.00	1 LS	-	-	-		FFA
	Low-Water Pressure - Pt.2	1450.00	1 LS	-				FFA
	Flooring	1460.00	1 LS	-	-	-		FFA
Al Thomas	Vacancy Reduction	1460.00	1 LS	745,508.80	646,001.95	646,001.95	195,584.63	
AMP 3								
				-	-			
M.Heights	Exterior Doors	1460.00	1 LS	-				FFA
AMP 10	Vacancy Reduction	1460.00	1 LS	806,468.51	806,468.51	806,468.51	806,468.51	2008
Genesis T	Vacancy Reduction	1460.00	1 LS	180,000.00	180,000.00	180,000.00	119,451.91	
AMP 1								
C. Mosby	Vacancy Reduction	1460.00	1 LS	142,500.00	142,500.00	142,500.00	180,230.80	
AMP 2				-				
G. Park	Flooring	1460.00	1 LS	-	-	-		FFA
AMP 4	Vacancy Reduction	1460.00	1LS	45,000.00	45,000.00	45,000.00	31,831.20	
	Bathroom Renovation	1460.00	1 LS	-	-			FFA
Delaney	Vacancy Reduction	1460.00	1 LS	956,587.09	589,582.46	589,582.46	714,284.17	2005
AMP 7								

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 I **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	Independent Auditor	1411.00	1 LS	-	-	-	-	FFA
Admin								
HA-Wide	A&E Services/Fees & Cost	1430.00	1 LS	83,619.60	82,221.45	82,221.45	82,221.45	Permits -VR
Fee & Costs		1430.00	1 LS		62,700.00	62,700.00	62,700.00	Appraiser
					-			
HA-Wide	Operations	1406.00	1 LS	947,665.00	947,665.00	947,665.00	947,665.00	
	Resident Training	1408.00	1 LS	-	-	-		FFA
	Staff Training	1408.00	1 LS	-	-	-		FFA
	Computer Software	1408.00	1 LS	-	-	-		FFA
	GHA Security	1408.00	1 LS	-	-	-	-	FFA
	Non-Technical Salaries	1410.00	1 LS	-	-	-		FFA
				-				
	Technical Salaries	1410.00	1 LS	-	-	-		FFA
	Legal Expense	1410.00	1 LS	-	-	-		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: IN36P011501-07 Replacement Housing Factor Grant I 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	Fringe Benefits	1410.00	1 LS	-	-	-		FFA
	Travel Expense	1410.00	1 LS	-	-	-		FFA
	Management Fee Expense	1410.00	1 LS	-	473,833.20	473,833.20	473,833.20	
	Telephone Expense	1410.00	1 LS	-	-	-		FFA
	Publication &Sundry Expense	1410.00	1 LS	-	-	-		FFA
	Ranges & Refrigerators& Water Heaters	1465.10		204,630.00	188,250.24	188,250.24	188,250.24	
	Air Conditioners	1465.10		47,000.00	19,409.20	19,409.20	19,409.20	
	Kitchen Cabinets & Countertops	1465.10		28,350.00	3,696.99	3,696.99	3,696.99	2006
	Replace Maintenance Trucks	1475.00		-	-	-		FFA
	Maintenance Equipment	1475.00		-				FFA
	Curbs & Sidewalks	1450.00		-	-			FFA
	Tree Trimming & Cutting	1450.00		-				FFA
	Roof Repair/Replacement	1460.00		-				FFA
	Asphalt Repair/Replacement	1450.00		-				FFA
	Landscape & Sodding	1450.00		-				FFA

Annual S[illegible]ement / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name:	Grant Type and Number		Federal FY of Grant:
The Housing Authority of The City of Gary, IN	Capital Fund Program Grant No:	IN36P011501-07	2007
	Replacement Housing Factor Grant No:	0	

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	9/12/2009			9/12/2011			
Glen Park	9/12/2009			9/12/2011			
AMP 4							
Colonial Gardens	9/12/2009			9/12/2011			
AMP 9							
Carolyn Mosby	9/12/2009			9/12/2011			
AMP 2							
Miller Heights	9/12/2009			9/12/2011			
AMP 10							
Genesis Tower	9/12/2009			9/12/2011			
AMP 1							
Al Thomas	9/12/2009			9/12/2011			
AMP 3							
Delaney	9/12/2009			9/12/2011			
AMP 7							

Alfreda Peterson
Name

11-22-10
Date

Executive Director
Title

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: 2 (8/17/09)
☐ 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	928,163.00	928,163.00	928,163.00	928,163.00
3	1408 Management Improvements	737,889.00	180,000.00	180,000.00	
4	1410 Administration	427,964.00	464,082.00	464,082.00	464,082.00
5	1411 Audit	20,000.00	20,000.00		
6	1415 Liquidated Damages	0.00	0.0		
7	1430 Fees and Costs	206,000.00	455,306.85	455,306.85	371,962.43
8	1440 Site Acquisition	0.00	0.00	0.00	
9	1450 Site Improvement	308,269.00	0.00	0.00	
10	1460 Dwelling Structures	1,417,356.00	2,593,265.15	2,593,265.15	1,718,804.41
11	1465.1 Dwelling Equipment—Nonexpendable	481,279.00	0.00		
12	1470 Non-dwelling Structures	0.00	0.00		
13	1475 Non-dwelling Equipment	113,897.00	0.00		
14	1485 Demolition	0.00	0.00		
15	1490 Replacement Reserve	0.00	0.00		
16	1492 Moving to Work Demonstration	0.00	0.00		
17	1495.1 Relocation Costs	0.00	0.00		
18	1499 Development Activities	0.00	0.00		
19	1501 Collateralization or Debt Service	0.00	0.00		
20	1502 Contingency	0.00	0.00		
21	Amount of Annual Grant: (sum of lines 2 – 20)	4,640,817.00	4,640,817.00	4,620,817.00	3,483,011.84
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				

@ 10/31/10

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	928,163.00	928,163.00	928,163.00	928,163.00	
HA-Wide Mgmt. Improvements	Resident Training & Staff Training	1408	1 LS	19,000.00	0.00			FFA
	Computer Software/Hardware& Training	1408	1 LS	0.00	180,000.00	180,000.00		
	Rehab Vacant Units	1408	1 LS	364,889.00	0.00			FFA
	GHA Security	1408	1 LS	354,000.00	0.00			FFA
HA-Wide Admin	Non-Technical Salaries	1410	1 LS	113,839.00	0.00			
	Technical Salaries	1410	1 LS	201,304.00	0.00			
	Legal Expense	1410	1 LS	1,500.00	0.00			
	Fringe Benefits	1410	1 LS	93,721.00	0.00			
	Travel Expense	1410	1 LS	5,000.00	0.00			
	Sundry Expense & Publication Expense	1410	1 LS	10,000.00	0.00			
	Telephone Expense	1410	1 LS	2,600.00	0.00			
	Management Fee Expense	1410	1 LS	0.00	464,082.00	464,082.00	464,082.00	
	Independent Auditor	1411	1 LS	20,000.00	20,000.00			
HA-Wide Fees and Costs	A&E Services	1430	1 LS	206,000.00	250,000.00	250,000.00	220,192.43	J. Childs
					103,520.00	103,520.00	104,320.00	D'Escoto-05
		1430			54,336.85	54,336.85		F & F 2005
		1430			47,450.00	47,450.00	47,450.00	Asset Works

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	0.00			
AMP #004	Structural Problems	1460	1LS	76,356.00	0.00			
IN-07	Laundry Rooms	1460	1LS	100,000.00	0.00			
Colonial Gardens	Closet & Interior Doors	1460	1 LS	680,000.00	0.00			
IN-09 & IN-10	AMP #009							
AMP #005								
Concord Village	Vacancy Reduction Program	1460	1 LS	0.00	1,116,496.56	1,116,496.56	913,189.50	
IN 11-08,15 & 19								
Ivanhoe Gardens	Exterior Doors	1460	1 LS	21,000.00	0.00			
IN 11-23								
GHA-Wide	Replace Ranges & Refrigerators	1465		400,000.00	0.0			
GHA-Wide	Replace Doors-Vacancy Reduction	1460	91	0.00	24,570.00	24,570.00	24,570.00	
GHA-Wide	Replace Hot Water Tanks	1465		81,279.00	0.0			
GHA-Wide	Maintenance Equipment	1475		50,000.00	0.0			
GHA-Wide	Replace Maintenance Truck	1475		63,897.00	0.0			
AMP #10	Vacancy Reduction Program	1460	1 LS	0.00	1,441,418.56	1,441,418.56	770,264.91	

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	
D. Miller/M.Hght								
GHA-Wide	Curbs & Sidewalks	1450		108,269.00	0.0			
GHA-Wide	Roof Repair/Replacement	1460		200,000.00	0.0			
GHA-Wide	Asphalt Repair/Replacement	1450		200,000.00	0.0			
AMP #005	Roof Repair/Replacement	1460		0.00	10,780.00	10,780.00	10,780.00	Gluth - roofs
Concord Village								

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: **Gary Housing Authority**	**Grant Type and Number** Capital Fund Program No: **IN36P011501-08** Replacement Housing Factor No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
GHA-Wide	06/12/2010			06/12/2012			
Concord Vill. AMP 5	06/12/2010			06/12/2012			
IN 11-08, 15 & 19							
3280 Pierce AMP 4	06/12/2010			06/12/2012			
IN 11-07							
Colonial Gard. AMP 09	06/12/2010			06/12/2012			
IN 11-09 & 10							
D. Miller/M. Hghts	06/12/2010			06/12/2012			
AMP 10 – IN 11-5 & 17							
Ivanhoe Gardens	06/12/2010			06/12/2012			
IN 11-23							

Theresa Peterson
Name

Executive Director
Title

11-22-10
Date

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: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval: 2009**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no: 1 (9/11/09)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	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]	1,005,544.00	923,316.00	923,316.00	923,316.00
3	1408 Management Improvements	3,168,489.00	301,627.20	101,627.20	
4	1410 Administration (may not exceed 10% of line 21)	502,772.00	461,658.00	461,658.00	461,658.00
5	1411 Audit	20,600.00	100,000.00		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	213,000.00	272,000.00		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures		2,457,978.80	1,666,705.15	266,087.35
11	1465.1 Dwelling Equipment—Nonexpendable		100,000.00	88,715.50	39,628.42
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	117,314.00			
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.

@ 10/31/10

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: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval: 2009**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no: 1)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **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)	5,027,719.00	4,616,580.00	3,242,021.85	1,690,689.77
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 Alfreda Peterson **Date** 11-22-10

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.
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[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
GHA - WIDE	Operations	1406	11 AMPS	1,005,544.00	923,316.00	923,316.00	923,316.00	
GHA - WIDE	Management Improvement-Vac. Reduc	1408		3,168,489.00	301,627.20	101,627.20		Security -VR+
COCC	Administration	1410	1 Center	502,772.00	461,658.00	461,658.00	461,658.00	Mang. Fee
GHA - WIDE	Audit	1411	2 EA	20,600.00	100,000.00			
GHA - WIDE	Fees and Cost	1430	1 EA	213,000.00	272,000.00			
GHA- WIDE	Dwelling Structures - Vac. Reduction	1460	50 EA		2,220,280.66	1,400,617.80		Vac. Reduct.
			3 AMPS		237,698.14	266,087.35	266,087.35	Ext. Renov. 05
GHA - WIDE	Dwelling Equipment - Nonexpendable	1465	1 LS		100,000.00	88,715.50	39,628.42	
GHA - WIDE	Non-Dwelling Equipment	1475	1 LS	117,314.00	0.00			FFA

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[2] To be completed for the Performance and Evaluation Report.

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 II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Housing Authority of The City of Gary					**Federal FFY of Grant: 2009**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
GHA - WIDE	09-14-2011		09-14-2013		
COCC	09-14-2011		09-14-2013		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 AMERICAN RECOVERY AND REINVESTMENT ACT Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no:** 3 (02/17/10)

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

Line	Summary by Development Account	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)	587,435.80	587,435.80	587,435.80	299,545.55
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	450,000.00	449,007.00	449,007.00	335,751.07
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,836,922.20	3,404,915.20	3,404,915.20	756,751.83
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	2,000,000.00	1,433,000.00	1,433,000.00	1,117,575.00
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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[4] RHF funds shall be included here.

@ 10/31/10

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: The Housing Authority of the City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no:** 3 (02/17/10)

☐ **Performance and Evaluation Report for Period Ending:** ☐ **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)	$5,874,358.00	5,874,358.00	5,874,358.00	2,509,623.45
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 Glynda Peterson **Date** 11-22-10

Signature of Public Housing Director **Date**

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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 II: Supporting Pages

PHA Name: The Housing Authority of the City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
HA - Wide Administration	Salaries - Administrative Oversee Projects	1410	1 Contract	587,435.80	587,435.80	587,435.80	299,545.55	NKA Mang.Fee
HA - Wide	A&E and Construction Manager	1430	1 ea	450,000.00	449,007.00	154,345.00 294,662.00	126,020.89 209,730.18	Globetrotter Habitat
Dorie Miller, East Point - AMP 10	Vacancy Reduction	1460	92 units	2,836,922.20	3,404,915.20	3,404,915.20	756,751.83	GARIUP
HA- Wide Dwelling Structures	Roofing Repair/Replacement	1460	1LS	0.0	0.00			2006 &2008
Ivanhoe - AMP 6	Demolition	1485	316 units/Office	2,000,000.00	1,433,000.00	1,433,000.00	1,117,575.00	National Sal.& Serv.

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

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 II: Supporting Pages

PHA Name: The Housing Authority of the City Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36S011501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

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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 III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Housing Authority of the City of Gary, IN — IN36S011501-09 — **Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
HA - Wide	3/17/2010		3/17/2012		
Dorie Miller- AMP 10	3/17/2010		3/17/2012		
East Point - AMP 10	3/17/2010		3/17/2012		
Ivanhoe - AMP 6	3/17/2010		3/17/2012		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no:2 (8/4/2010)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	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]	951,015.00	920,211.00	920,211.00	
3	1408 Management Improvements	475,507.00	0.00		
4	1410 Administration (may not exceed 10% of line 21)	475,507.00	460,106.00	460,106.00	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	225,972.00	242,600.00		
8	1440 Site Acquisition				
9	1450 Site Improvement	350,000.00	0.00		
10	1460 Dwelling Structures	2,100,000.00	2,978,139.00		
11	1465.1 Dwelling Equipment—Nonexpendable	177,076.00	0.00		
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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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: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no: 2 8/4/2010)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **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)	4,755,077.00	4,601,056.00	1,380,317.00	
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 Alfreda Peterson **Date** 11-22-10

Signature of Public Housing Director **Date**

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Part II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
GHA - WIDE	Operations	1406	12 AMPS	951,015.00	920,211.00	920,211.00		AMPS
GHA - WIDE	Management Improvements	1408		475,507.00	0.00			
COCC	Administration - ED, DD, Maintenance Supervisor, Procurement Dept., Budget Accountant, MIS, Exec. Secretary, Internal Auditor & Finance Department	1410	1 Center	475,507.00	460,106.00	460,106.00		Manag. Fee
GHA - WIDE	Fees and Cost for Vacancy Reduction Program	1430	1 EA	225,972.00	242,600.00			
GHA - WIDE	Site Improvements Curbs and Sidewalks	1450	8 AMPS	350,000.00	0.00			FFA
Delaney East /West AMP 7	Dwelling Structures-Vacancy Reduction Program for Delaney East & West	1460	80 Vacant Units	2,100,000.00	2,978,139.00			Vacancy Reduction Pt. 3
GHA - WIDE	Dwelling Equipment - Stoves & Refrigerators	1465	1 LS	177,076.00	0.00			FFA

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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 II: Supporting Pages		
PHA Name: The Housing Authority of The City of Gary	**Grant Type and Number** Capital Fund Program Grant No: INP011501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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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 III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Housing Authority of the City of Gary					**Federal FFY of Grant: 2010**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
GHA - WIDE	07/14/2012		07/14/2014		
COCC	07/14/2012		07/14/2014		
Delaney East/West	07/14/2012		07/14/2014		
AMP 7					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

ATTACHMENT G
11.0 [i] PHA Plan Element:
Form HUD-50075.2
Capital Fund Program
Five-Year Action Plan

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name
The Housing Of The City of Gary, IN

☑ Original 5-Year
☐ Revision No.

Development Number/Name/HA-Wide	Year 1 FFY: 11	Work Statement for Year 2 FFY Grant: 2012 PHA FY:	Work Statement for Year 3 FFY Grant: 2013 PHA FY:	Work Statement for Year 4 FFY Grant: 2014 PHA FY:	Work Statement for Year 5 FFY Grant: 2015 PHA FY:
	Annual Statement				
1406 Operation HA-Wide		1,098,606.00	1,131,564.18	1,165,510.92	1,200,476.44
1408 Management HA-Wide		354,000.00	364,620.00	833,943.62	386,825.36
1410 HA Wide		481,677.00	496,127.31	511,010.81	526,341.46
1411 Audit Fee		22,511.00	23,186.33	23,881.58	24,598.38
1430 Fee & Cost HA -Wide		232,751.00	239,733.53	246,926.02	254,333.30
1440 Site Acquisition			-		
1450 Site Improvement		365,624.00	376,592.72	387,890.79	399,527.21
1460 Dwelling Structure		2,063,912.00	2,125,829.36	1,731,218.85	2,255,292.37
1465 Dwelling Equipment		742,535.00	764,811.05	787,755.33	811,388.04
1470 Non-Dwelling Structure		-	-		
1475 Non-Dwelling Equipment		132,313.00	136,282.39	140,370.46	144,581.99
1485 Demolition					
1490 Reserve					
1495 Relocation Costs					
1499 Development Activities					
1502 Contingency					
CFP Funds Listed for 5-year planning	5,333,912	5,493,929.00	5,658,746.87	5,828,508.38	6,003,364.55
Replacement Housing Factor Funds		250,000.00	250,000.00	250,000.00	250,000.00

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year 11	Activities for Year: 2 FFY Grant: 2012 PHA FY: 3/31/2013			Activities for Year: 3 FFY Grant: 2013 PHA FY: 3/31/2014		
See Annual Statement	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
1460	Dorie Miller	Doors	257,500.00	Dorie Miller	Doors	265,225.00
1460	IN 11-05	Bathroom Renovation	103,000.00	IN 11-05	Bathroom Renovation	106,090.00
1460		Structural Problems	154,500.00		Structural Problem	159,135.00
1460	Al Thomas	Structural Problems	97,850.00	Al Thomas	Structural Problem	100,785.50
1460	IN 11-24	Doors	87,550.00	IN 11-24	Doors	90,176.50
1460		Closets	77,250.00		Closets	79,567.50
1460		Roofing	77,250.00		Roofing	79,567.50
1460	Delaney Community	Painting & Drywall	51,500.00	Delaney Community	Painting and Drywall	53,045.00
1460	IN-01	Kitchen Renovation	293,550.00	IN 11-01	Kitchen Renovation	302,356.50
1460	IN 11-06	Flooring	257,500.00		Flooring	265,225.00
1465	HA-Wide	Replace Ranges	306,940.00	HA_Wide	Replace Ranges	316,148.20
1465	HA-Wide	Replace Refrigerators	305,910.00	HA_Wide	Replace Refrigerators	315,087.30
1465	HA-Wide	Replace Hot Water Tank	129,685.00	HA_Wide	Replace Hot Water Tanks	133,575.55
1475	HA-Wide	Maint. Equip	61,800.00	HA_Wide	Maint Equipment	63,654.00
1475	HA-Wide	Replace Maint. Trucks	70,513.00	HA_Wide	Replace Maint. Trucks	72,628.39
1460	HA-Wide	Plumbing	32,250.00	HA_Wide	Plumbing	33,217.50
1430	HA-Wide	A&E Fees	232,751.00	HA_Wide	A&E Fees	239,733.53
1460	3280 Pierce Street	Laundry Room	39,140.00	3280 Pierce Street	Laundry Room	40,314.20
	In 1107			IN 11-07		
			$ 2,636,439.00		Total CFP Estimated Cost	$ 2,715,532.17

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year 11	Activities for Year: 2 FFY Grant: 2012 PHA FY: 3/31/2013			Activities for Year: 3 FFY Grant: 2013 PHA FY: 3/31/2014		
See Annual Statement	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
1406	HA-Wide	Operations	$1,098,606.00	HA-Wide	Operations	$1,131,564.18
1460	HA-Wide	Rehab Vacant Units	432,072.00	HA-Wide	Rehab Vacant Units	445,034.16
1408	Ind 11-7,11,24&25	Security	354,000.00	Ind 11-7,11,24&25	Security	364,620.00
1411	HA-Wide	Audit Cost	22,511.00	HA-Wide	Audit Cost	23,186.33
1410	HA-Wide	Administration	481,677.00	HA-Wide	Administration	496,127.31
1450	HA-Wide	Curbs & Sidewalks	159,624.00	HA-Wide	Curbs & Sidewalks	164,412.72
1460	HA-Wide	Roof Repair/Replacemt	103,000.00	HA-Wide	Roof Repair/Replacemt	106,090.00
1450	HA-Wide	Asphalt Repair/Replmt	206,000.00	HA-Wide	Asphalt Repair/Replmt	212,180.00
		Total CFP Estimated Cost	$ 2,857,490.00			$ 2,943,214.70

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year 1	Activities for Year: 2 FFY Grant: 2012 PHA FY: 3/31/2013			Activities for Year: 3 FFY Grant: 2013 PHA FY: 3/31/2014		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement						
		Total CFP Estimated Cost	$ -			$ -

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year: 4 FFY Grant: 2014 PHA FY: 3/31/2015			Activities for Year: 5 FFY Grant: 2015 PHA FY: 3/31/2016		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
Dorie Miller	Doors	$273,181.75	Dorie Miller	Doors	$281,377.20
IN 11-05	Bathroom Renovation	$109,272.70	IN 11-05	Bathroom Renovation	$112,550.88
	Structural Problem	$163,909.05		Structural Problem	$168,826.32
Al Thomas	Structural Problem	$103,809.07	Al Thomas	Structural Problem	$106,923.34
IN 11-24	Doors	$92,881.80	IN 11-24	Doors	$95,668.25
	Closets	$81,954.53		Closets	$84,413.16
	Roofing	$81,954.53		Roofing	$84,413.16
Delaney Community	Painting and Drywall	$54,636.35	Delaney Community	Painting and Drywall	$56,275.44
IN 11-01	Kitchen Renovation	$311,427.20	IN 11-01	Kitchen Renovation	$320,770.01
	Flooring	$273,181.75		Flooring	$281,377.20
		0.00			0.00
HA_Wide	Replace Ranges	$325,632.65	HA_Wide	Replace Ranges	$335,401.63
HA_Wide	Replace Refrigerators	$324,539.92	HA_Wide	Replace Refrigerators	$334,276.12
HA_Wide	Replace Hot Water Tanks	$137,582.82	HA_Wide	Replace Hot Water Tanks	$141,710.30
HA_Wide	Maint Equipment	$65,563.62	HA_Wide	Maint Equipment	$67,530.53
HA_Wide	Replace Maint. Trucks	$74,807.24	HA_Wide	Replace Maint. Trucks	$77,051.46
HA_Wide	Plumbing	$34,214.03	HA_Wide	Plumbing	$35,240.45
HA_Wide	A&E Fees	$246,925.54	HA_Wide	A&E Fees	$254,333.30
3280 Pierce Street	Laundry Room	$41,523.63	3280 Pierce Street	Laundry Room	$42,769.33
IN 11-07			IN 11-07		
	Total CFP Estimated Cost	$ 2,796,998.14			$ 2,880,908.08

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year: 4 FFY Grant: 2014 PHA FY: 3/31/2015			Activities for Year: 5 FFY Grant: 2015 PHA FY: 3/31/2016		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
HA-Wide	Operations	$1,165,511.11	HA-Wide	Operations	$1,200,476.44
HA-Wide	Rehab Vacant Units	$458,385.18	HA-Wide	Rehab Vacant Units	$472,136.74
Ind 11-7,11,24&25	Security	$375,558.60	Ind 11-7,11,24&25	Security	$386,825.36
HA-Wide	Audit Cost	$23,881.92	HA-Wide	Audit Cost	$24,598.38
HA-Wide	Administration	$511,011.13	HA-Wide	Administration	$526,341.46
HA-Wide	Curbs & Sidewalks	$169,345.10	HA-Wide	Curbs & Sidewalks	$174,425.45
HA-Wide	Roof Repair/Replacemt	$109,272.70	HA-Wide	Roof Repair/Replacemt	$112,550.88
HA-Wide	Asphalt Repair/Replmt	$218,645.40	HA-Wide	Asphalt Repair/Replmt	$225,101.76
	Total CFP Estimated Cost	$ 3,031,511.14			$ 3,122,456.48

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages--Work Activities

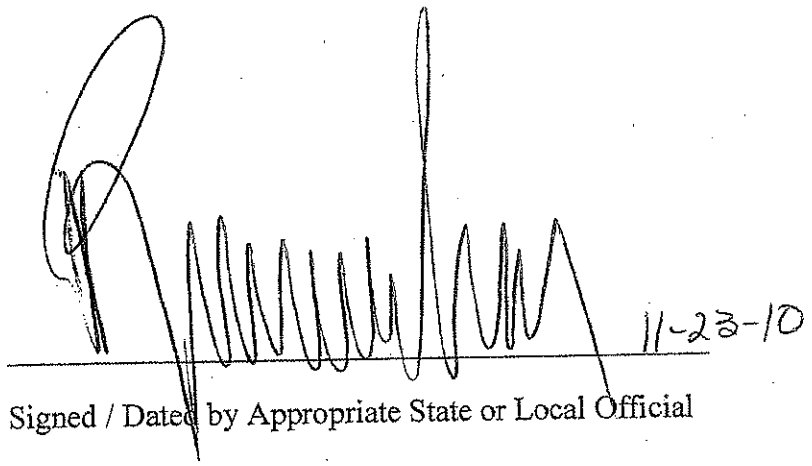
Activities for Year: 4 FFY Grant: 2014 PHA FY: 3/31/2015			Activities for Year: 5 FFY Grant: 2015 PHA FY: 3/31/2016		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
	Total CFP Estimated Cost	$ -			$ -

ATTACHMENT H
State/Local Government Certification

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

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.



11-23-10

Signed / Dated by Appropriate State or Local Official

ATTACHMENT I
Section 3 Policy

TECHNICAL ASSISTANCE

SECTION 3

FOR

CONTRACTORS

AND

GARY HOUSING AUTHORITY STAFF

GARY HOUSING AUTHORITY
PURCHASING AND CONTRACTS DEPARTMENT
POLICY & MONITORING SECTION
578 BROADWAY, 2nd FLOOR
GARY, INDIANA 46402

This Guidebook was developed by the Office of Fair Housing and Equal Opportunity, Midwest Office, Tatum & Associates and **the** *Gary Housing Authority's contract Compliance* **Department.** *it was developed as a part of GHA'S Section 3 Technical Assistance Initiative.*

Introduction

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 is "to ensure that the employment and other economic opportunities generated certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. The 1992 Act Sets forth:

- the types of HUD financial assistance, activities, and recipients subject to the requirements of section 3;
- the specific individuals and businesses who are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- the order of priority in which these individuals and businesses should be recruited and solicited for the employment and other economic opportunities generated from HUD-assisted activities.

This guidebook provides guidance to recipients contractors, and subcontractors to assist them in understanding and carrying out their obligations under the Statute. It provides guidance which will enable covered entities to effectively implement Section 3 consistent with the mandates of Congress and the economic development and self sufficiency objectives of HUD. This guidebook:

- sets forth the statutory provisions of Section 3
- outlines the responsibilities of recipients and contractors
- describes actions that can be undertaken by recipients, contractors and subcontractors to comply with Section 3
- lists Section 3 implementation resources
- contains samples of communication letters and forms
- contains reporting requirements for recipients and contractors
- contains a copy of the Section 3 Interim Rules, 24 CFR. Part 135

The policy of the Housing Authority of the City of Gary, Indiana:

- To comply with Federal regulations as required by "Section 3" of the Housing and Urban Development Act of 1968, as amended. (12 U.S.C., 1701U)

- To provide an ongoing program which assures the opportunity for job training, employment and recruitment of low-income persons within the metropolitan area (or non-metropolitan country) in which the assistance is expended.

- To assure that contract work in connection with projects be awarded to business concerns which are located in the project metropolitan area, or owned in substantial part by area residents.

- To ensure maximum compliance with "Section 3" regulations, by requiring a written "Section 3" Action Plan from all prospective bidders, along with the submission of all bid proposals. Prospective bidders shall be required to submit their utilization goals which shall be reviewed for it compliance with the Housing Authority "Section 3" Plan as a part of their contract.

- To encourage firms outside the project area to joint venture proposals with local area firms in the bidding process.

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Part I - General Provisions

Regulatory Mandate

☐ Purpose of Section 3

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to:

- a low-and very-low income persons, particularly those who are recipients of government assistance for housing, and
- business concerns which provide economic opportunities to low- and very low-income persons

Covered Assistance

There are no $ thresholds for PIH funded activities. Section 3 applies to all contractors and subcontractors performing work in connection with the following assistance regardless of the amount of the contract or subcontract

- Operating assistance
- Development assistance
- Modernization assistance

Numerical Employment and Training Goals

The Section 3 Regulations provides that **recipients** and their contractors and subcontractors may demonstrate compliance by committing to employ residents as:

- 10 percent of the aggregate number of new hires for the one year period beginning in FY 2008;
- 20 percent of the aggregate number of new hires for the one year period beginning in FY 2009;
- 30 percent of the aggregate number of new hires for the one year period beginning in FY 2010 and continuing thereafter

Numerical Employment And Training Goals

☐ Managing Gen. Partners or Mgt. Agent

- Same as P1H goals: 10, 20, and 30 percent of the aggregate number of new hires for FY 2008, 2009 and 2010, respectively, if entities are affiliated with recipients of covered housing assistance for an aggregate of 500 or more units in any FY

Numerical Contracting Goal

☐ Apply to all Covered Projects

The Section 3 Regulations provides that covered recipients, their contractor and subcontractor may demonstrate compliance by committing to award to Section 3 business concerns at least:

- 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repairs, modernization or development of public or Indian housing, or
- 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- three (3) percent of the total dollar amount of all other Section 3 covered contracts.

☐ Numerical Goals – Summary

- Goals apply to the entire amount of Section 3 covered assistance awarded to a recipient in any Federal Fiscal (FY), commencing with FY 2008.
- Recipients that do not engage in training, or hiring, but award contracts to contractors that will, must ensure that contractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

- Goals represent minimum numerical targets that recipients and contractors should strive to meet. They are not to be construed as requirements, quotas, set-asides or a cap on hiring or contracting

Preference for Section Business Concerns in Contracting

The Statute requires that in **PIH** programs **efforts** shall be directed to provide training and employment opportunities to section 3 residents in the following order

1. Residents of the development or developments where the covered assistance is expended
2. Residents of other developments managed by the PHA that is expending the covered assistance
3. Participants in HUD Youthbuild programs
4. All other low and very low income persons within the metropolitan area or non-metropolitan County.

The Statute requires that in **PIH** programs, **efforts** shall be directed to award contracts to section 3 business concerns in the following order of priority:

1. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees
2. Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the GHA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees

3 HUD Youthbuild programs being carried out in the metropolitan area or non-metropolitan county in

4 Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent full-time workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) above

☐ Eligibility for Preference

A business concern or resident seeking to qualify for a Section 3 preference shall certify or submit evidence, if requested that they are entitled to the preference that they are a Section 3 business concern or a Section 3 resident as defined in 24 CFR, Part 135, Section 135.5.

Specific Gary Housing Authority Requirements

☐ Resolution Number 165

The Gary Housing Authority's Resolution Number 165 requires the utilization of the Authority's residents by contractors through either direct employment or by providing other business related opportunities. The resolution also mandates:

1 each contractor to specifically comply with the following Sections of 24 CFR, Part 135:

- §135.34 - Preference for Section 3 Residents in training and employment opportunities
- § 135.36 - Preference for Section 3 business concerns in contracting opportunities

- § 135.38 .Section 3 Clause
- §135.40 .Providing other economic opportunities

2. each successful bidder/proposer to submit a "GHA Resident and Low and Very Low-Income Area Residents Hiring Plan", (Schedule D of each IFB/RFP). which must include:
    1. specific job titles by skilled/unskilled category for all phases of the contract
    2. number of positions which will needed for each category
    3. number of positions currently filled
    4. number of positions filled by low- and very low-income Gary area residents
    5. number of positions filled by GHA residents
    6. number of positions to be filled
    7. number of GHA residents to be hired
    8. number of low-income Gary area residents to be hired
3. **each successful contractor** must submit within 5 days of contract award page 3 of Schedule D which include the name address, social security number of GHA residents and low income area residents hired or trained in connection with each contract

Good Faith Effort

In order to demonstrate that a good faith effort has been made after the contractor reviews all the GHA residents applications, to employ low-income residents, each contractor or subcontractor shall set forth evidence that it has.

1. Attempted to recruit from the "Section 3" area the necessary number of low-income residents through:

    a. local media advertising.

    b. Signs placed at the proposed site for the project, and community organizations public or private institutions with in or serving the project area, such as the State Employment Service Offices, Local Business offices, etc.

2. Maintained a list of all low-income area residents who have applied, either on their own or on referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.

3. Show evidence that it has not filled vacant employment positions in its organization immediately prior to undertaking work, in an attempt to circumvent "Section 3" regulations.

    - Reviewed and determined if low-income residents meets minimum hiring qualifications. Such applicants meeting such minimum qualifications, but not hired due to lack of vacancies or for other operational reasons, will be placed on a priority hiring list and offered positions upon the occurrence of the first available appropriate vacancy.

Part 2 - Responsibilities of Covered Entities

Regulatory Obligations

☐ Recipients' Responsibilities

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes:

1. Notifying section 3 residents and business concerns about training, employment, and contracting opportunities generated by section 3 covered assistance

2. Notifying potential contractors for covered projects of Section 3 requirements

3. incorporating the section 3 clause, set forth in 135.38 in all solicitations and contracts

4. Facilitating the training and employment of section 3 residents

5. Facilitating the award of contracts to section 3 business concerns

6. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with Section 3 requirements

7. Refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the Section 3 regulations

8. Documenting actions taken to comply with Section 3, the results of actions taken and impediments, if any

9. Submitting required reports

Part 2 - Responsibilities of Covered Entities

Regulatory Obligations

☐ Contractors' Responsibilities

Each covered contractor has the responsibility to comply with Section 3 and terms set forth specifically in the "Section 3 Clause", and the Section 3 regulations. This responsibility includes:

1. Including "Section 3 clause" set forth in 135.38 in every subcontract subject to the Section 3 regulations

2. Sending to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding a notice advising them of the contractor's commitments under the Section 3 clause

3. Posting copies of the notice in "2" above in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall:

    - Describe the Section 3 preference
    - Set forth minimum number and job titles subject to hire
    - List the availability of apprenticeship and training positions, the qualifications for each
    - Specify the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Part 2 - Responsibilities of Covered Entities

Regulatory Obligations

☐ Contractors' Responsibilities

4. Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent the contractor's obligations under 24 CFR Part 135 of the Section 3- Regulations.

5. Refrain from entering into any contract with any subcontractor. where the contractor has notice or knowledge that the contractor has been found in violation of the Section 3 regulations -

6. Directing efforts to award covered contracts to Section 3 business concerns in the order of priority set forth in the Statute

7. Directing efforts -to employ and train Section 3 residents in the order of priority set forth in the Statute

8. Documenting actions taken to comply with Section 3 requirements

9. Submitting required reports

Gary Housing Authority Requirements

In Addition to the obligation set forth in the Statute and HUD Regulations, **GHA** requires its recipients, contractors and subcontractors to attend pre-award conferences and to submit the following reports on the forms prescribed in Appendix B and C:

- Schedule D - Hiring and Contracting Plan
- WH-347 Payroll Addendum Section 3 Reporting

GHA Program Managers' Responsibilities

☐ Contract Compliance Division

As the "lead" Division for Section 3 and resident employment compliance, GHA's Contract Compliance Division*, is responsible for:

1. developing procedures for assuring that GHA is in compliance with 24 CFR Part 135 §135.32 "Responsibilities of the recipient"
2. providing training and technical assistance to contractors, GHA residents, and GHA staff
3. conducting pre-award conferences and coordinating the participation of applicable GHA staff in pre-award conferences
4. gathering and analyzing performance reports (e.g. certified payrolls, Schedule D, etc)
5. conducting on-site monitoring and compliance reviews
6. notifying contractors, subcontractors and GHA staff of apparent Section 3 violations
7. withholding payment an liquidated damages to contractors found in violation of Section 3 requirements
8. recommending debarment and the duration of such debarment to the Chief Operating Officer

*As of April 1999 known as policy Monitoring Section of the Purchasing Department.

☐ Purchasing and Contracting Department

GHA's Purchasing and Contracts Department is responsible for:

1. assuring that GHA's Resident Employment and Training Requirements, (Schedule DI, are included in all IFB/RFP
2. notifying potential contractors for covered projects of Section 3 requirements
3. incorporating the section 3 clause set forth in 135.38 in all solicitations and contracts
4. facilitating the award of contracts to S3 business concerns by awarding appropriate points to Section 3 business concerns or to businesses that effectively utilize S3 business concerns
5. assisting and actively cooperating with the CCD in obtaining the compliance of contractors and subcontractors with Section 3 requirements
6. refraining from entering into any contract with any contractor where notice has been given that the contractor has been found in violation of the Section 3 regulations and the Authority's Resident hiring and reporting policy
7. submitting required reports to CCD

☐ Resident Employment & Training Department

GHA's Resident Employment and Training Department is responsible for:

1. reviewing and approving the successful bidder/proposer's Resident Hiring and Training Plan (Schedule D) before the contractor begins work
2. maintaining an up-dated resident's skills bank
3. conducting pre-employment skills training workshop for registered GHA residents
4. referring qualified GHA residents to contractors as potential employees
5. submitting required reports to CCD

Part 3 - Technical Guidance - Examples *and* Samples

Employment & Training

☐ Examples of Efforts to Offer Training and Employment Opportunities to Residents

1. Distribute flyers which identify positions to be filled, qualifications, and where to obtain additional information to:

   - Assisted housing developments and transitional housing in the neighborhood or service area of the Section 3 covered project,
   - resident councils, resident management corporation, resident organizations, churches, or other neighborhood organizations,
   - agencies administering, federal, state or locally funded training programs (WIA, JPTA, JOBS, School-to-Work), and employment services agencies and organizations

2. Request the assistance of resident and community organizations in:

   - notifying residents of training and employment positions to be filled
   - conducting job interviews and completing and collecting job applications

3. Sponsor, or participate in job informational meetings or job fairs in the neighborhood or service area of the section .3 covered projects.

4. Advertise vacancies through local media, such as radio, and newsletters

5. Undertake job counseling, education and related programs in association with local institutions.

6. Hire Section 3 residents for training and employment positions

Part 3 - Technical Guidance-Examples and Samples

Employment & Training

☐ Examples of Efforts to Offer Training and Employment Opportunities to Residents

7. Take actions to ensure the continued employment of Section 3 residents

8. Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents

9. Establish pre-apprenticeship and apprenticeship training programs, which are consistent with DOL requirements, for PIH and other Section 3 residents

10. Request the assistance of agencies administering HUD Youthbuild programs in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

11. Employ Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance (HA "force account labor")

12. Maintain a file of eligible qualified Section 3 residents for future employment positions.

13. Incorporate into the contract (after selection of bidders but prior to execution of contracts), a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on covered projects

See Appendix to Part 135, Section I for more examples

14. Coordinate economic development plans (e.g., job training and business assistance for residents) with the plans for housing and community developments

Part 3 - Technical Guidance-Examples and Samples

Contracting

☐ Examples of Efforts to Award Contracts to Section 3 (S3) Business Concerns

1. Utilize procurement procedures for S3 business concerns similar to those provided n the Appendix to Part 135, Section III

2. Consider potential contractors record of S3 compliance in determining their ability to perform successfully under the terms and conditions of proposed S3 covered contracts, (e.g., past actions and plans for the pending contract)

3. Ensure that S3 business concerns are notified of pending contracting opportunities by taking such steps as:

   - Informing business assistance agencies, minority contractors associations, GHA resident organizations and community organizations of opportunities

   - Providing written notice to known S3 business concerns of contracting opportunities which contains information on where to obtain additional information

   - Conducting pre-bid meeting with S3 business concerns

   - Advertising opportunities through trade association papers, and local media (e.g., radio, newspapers, newsletters)

   - Notifying agencies administering HUD Youthbuild programs of opportunities

Part 3 - Technical Guidance-Examples and Samples

Contracting

☐ Examples of Efforts to Award Contracts to Section 3 (S3) Business Concerns

1. Request the assistance of contractors associations, and resident/community organizations in identifying S3 businesses which may solicit bids or proposals for contacts

2. Follow up with S3 business concerns that have expressed interest in contracting opportunities by providing additional information

3. Carry out workshops on contracting procedures and specific contract opportunities

4. Advise S3 business concerns of assistance resources for obtaining bonding, lines of credit, financing, or insurance

5. Break out contract work items into economically feasible units to facilitate participation by S3 business concerns

6. Develop a list of eligible S3 business concerns

7. Participate in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963

8. Establish programs designed to assist PHA residents in creating and developing resident-owned businesses.

9. Link S3 business concerns to support services (e.g., Small Business Administration, the Department of Commerce, comparable local agencies

For more examples, see Appendix to Part 135, Section III

13. Actively support joint ventures with S3 business concerns

Part 3 Technical Guidance-Examples and Samples

Recordkeeping

☐ Examples of Records to be Maintained

1. Copies of training and employment advertisements
2. List of S3 applicants and employees
3. Copies of recruitment letters to resident and community organizations
4. Copies of the required displayed Notices and Posting
5. Copies of solicitations or requests for proposals
6. Record of bid evaluations and selections
7. Preconstruction conference minutes and attendance roster
8. Copies of notifications of awards to grantees and contractors
9. Record of efforts taken to award contracts to S3 business concerns (e.g., outreach and procurement procedures)
10. Record of contracts awarded to S3 business concerns, including the dollar amounts of each
11. Records of efforts taken to insure that contractors and subcontractors are informed of S3 requirements
12. Records of efforts taken to ensure that S3 residents are informed of S3 requirements

Part 3 - Technical Guidance-Examples and Samples

Section 3 Notice for HUD Financed Public Housing Projects

Purpose of Notice: To comply with Section 3 of the Housing and Urban Development Act of 1968, as amended

Preference Requirements - Employment and Training

The Statute requires that any new hires for this project be directed to qualified Section 3 Residents in the following order of priority:

1. Residents of developments for which the assistance is expended
2. Residents of other developments managed by the PHA
3. Participants in Youth build programs
4. Other low and very low income persons residing in the metropolitan area

Positions Subject to Hire for this Project

Position Title	Qualifications	Estimated Salary	Est. Start Date	Est. Compl. Date

Contact Persons Name, Address and Phone Number:
Prime Contractor's Name, address and Phone Number:
Recipient's Name, Address and Phone Number:

Outreach - Recruitment Letter

Employment and Training Positions

June 2, 2008

Ms. Jane Doe
Doe Community Organization
123 Fourth Street
Gary, IN 12345

Subject: Section 3 Recruitment - Employment and Training Positions

Dear Sir or Madam:

Because my firm is a contractor on a HUD financed project covered by Section 3 of the Housing and Urban Development act of 1968, as amended, we are required to ensure that employment and other economic opportunities be directed to low and very low income persons in the order specified on the attached Notice. Additionally, we are required to notify Section 3 residents about training, employment opportunities generated by Section 3 covered assistance.

My firm is committed to complying with Section 3 and action steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notify and referring qualified Section **3** residents of the job openings listed on the attached Section 3 Notice (Attachment A). Interested persons should contact:

Mr. John Doe
678 Ninth Street
Gary, IN 10112

Thank you for your assistance in this matter. Should you need additional information, please call Mr. Doe at (219) 123-4567.

Sincerely,

[1] A section 3 resident means (1) a public housing resident; or (2) a low or very low income individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

Part 3-Technical Guidance - Examples and Samples

Outreach Letter Contracting Opportunities

Date

Ms. Jane Doe
Doe Community Organization
123 Fourth Street
Gary, IN 12345

Subject: Section 3 Recruitment - Contracting Opportunities

Dear Sir or Madam:

Because my firm is a contractor on a HUD financed project covered by Section 3 of the Housing and Urban Development act of 1968, as amended, we are required to ensure that employment and other economic opportunities be directed to low and very low income persons in the order specified on the attached Notice. Additionally, we are required to notify Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

My firm is committed to complying with Section 3 and action steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notify and referring qualified Section 32business concerns of the contracting opportunities listed on the attached Notice. Interested persons should contact:

Mr. John Doe
678 Ninth Street
Gary, IN 10112

Thank you for your assistance in this matter. Should you need additional information, please call Mr. Doe at (219) 123-4567.

Sincerely,

---

[2] A section 3 business means a business concern (1) that is 51 percent or more owned by section 3 resident; or (2) whose permanent, full-time employee include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraph (1) and (2) of this paragraph.

Notice of Contracting Opportunities

Prime Recipient	Prime Contractor
Location of Work	Contact Person
Scope of Work	
Estimate Start Date	Estimated Compl. Date

Preference Requirements for Section 3 Business Concerns

The Statute requires that in PIH programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

1. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees

2. Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees

3. HUD Youthbuild programs being carried out in the metropolitan area or non-metropolitan county in

4. Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) above.

Other Requirements

- Notes -

Part 4 - Section 3 Implementation Resources

Where to Go for Help

City	**Gary Housing Authority**	**Telephone**
	Rosetta P.Maxwell, Mgr. Procurement and Contracts	(219) 881-6619

State **Indiana Department of Employment Security**

Department of Human Services

Federal Housing and Urban Development

Small Business Administration

SBA/SCORE Business Information Center (312) 353-4528
Citicorp Center - Suite 1250
500 W. Madison

A more comprehensive Resource Directory is being developed the Gary Technical Assistance Team, Resources arid Supportive Service Work Group.

Part 4 - Section 3 Implementation Resources

- Notes -

Appendixes

Section 3 Interim Rules - 24 CFR, Part 135

Summary and Reference Matrix

Appendix A

Area	Public and Indian Housing Programs	Housing and Community Development
Section 3 Covered Assistance	Development Assistance Operating Assistance Modernization Grants Ref 135.3(a)(1)	Housing Rehabilitation Housing Construction Other Public Construction Ref 135.3(a)(2)
1hreshoids	None for Public Housing Ref. 135.3(a)(3)(i)	Recipients > *200,000 Contractors > $100,000 Ref. 136.3(a)(3)(i)(A)(B)(C)
Numerical Goals . Employment	10% of the aggregate number of new hires for one year period beginning. In FY 08 • 20% of the aggregate number of new hires for one year period beginning in FY 09 30% of the aggregate number of new hires I or one year period beginning In FY 10 Ref. 135.30(b)(1)(i)-(iii)	
Numerical Goals . Contracting	At least 10% of the total dollar amount of S3 cover contracts for building trades work At least 3% of the total dollar amount of S3 covered contracts Ref. 135.30(c)(1)(2)	
Preference . Employment Order of Priority	1. Residents of development for which assistance is expended 2. Residents of other P1H developments 3. Participants in HUD Youthbuild programs 4. Other Section 3 Residents Ref. 135.341.111)	1. Section 3 Residents residing within the service area of the project or In the neighborhood of a covered project 2. Youthbuild program participants 3. Homeless person residing in service area 4. Other Section 3 residents 135.341.1121
Preference . Contracting Order of Priority	**Business concerns that we:** 1. 51% owned by residents of development for which assistance is expended or whose workforce Include 30% of these persons 2. 51%owned by residents of other developments or workforce include 30% of these persons 3. HUD Youthbulid programs 4. Same as (11 and 12) abovel or subcontracts in excess of 25% of total amount of subcontracts to concerns in (1) and 121 above Ref. 135.36(a)(1)	1. Section 3 business concerns that provide economic opportunities for S3 residents of the service area 2. HUD Youthbuild Program Applicants 3. Other Section 3 Business concerns Ref. 135.36(a)(2).
• Numerical goals for other covered programs (non PIH or HCDI: 10 percent of the aggregate number of new hires for each year over the duration of the S3 project, except that in the case of a managing general partner or management agent that is affiliated in 4hemetro area with recipients of S3 covered housing for an aggregate of 500 or more units In any FY, the goals applicable to Pill and community development apply. Ref. 135.30(b)(2)		

Appendix B

SCHEDULE D ACKNOWLEDGEMENT

NAME OF PRIME CONTRACT:_____
TITLE OF RFP OR SPEC: _____
SPEC. NO. OR RFP. NO. OR PURCHASE ORDER NO._____
CONTRACT NO._____

RESIDENT EMPLOYMENT AND TRAINING
CONTRACT COMPLIANCE DEPARTMENTS

WARNING: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS.

I. EMPLOYMENT AND TRAINING OF GARY HOUSING AUTHORITY RESIDENTS AND LOW AND VERY LOW-INCOME AREA RESIDENTS

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.33 and GHA Resolutions implementing Section 3 requirements. The contractor hereby submits this Schedule D as its Section 3 Opportunities Plan.

The contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Schedule D on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved Schedule D. For any goal not met, the report shall identify any other economic opportunities which the contractor has provided or intents to provide to GHA residents.

The failure of the contractor to comply in good faith with the approved plan shall be a material breach of the contract.

Each Bidder/Proposer for a construction or labor related contract shall complete this Schedule D and submit all relevant information required herein. A prime contractor through his/her subcontractors may satisfy, the GHA Resident Hiring Requirements. Please complete the Skill Needs on Page 3 in the following columns:

(1) indicate each category of employment for all phases of this contract;
(2) the number of positions which will be needed in each category;
(3) how many of those positions are currently filled;
(4) the number filled by low and very low-income Gary Area residents including
(5) GHA Residents,
(6) how many positions need to be filled.

Indicate your goal for the number of positions you intend to fill with 7) GHA Residents and (8) low and very low-income Gary Area residents.

NOTE: The minimum number of trainees is that which can reasonably be utilized in each occupation and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with low-income persons (earning less than 90% of the median income in the Gary SMSA) and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth at 24 C.F.R. Part 135 et seq. as amended.

II. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES

In a one (1) page letter on your firm's letterhead:

1) Indicate the goals, expressed in terms of percentage of planned sub contracting dollars, for the use of Section 3 business concerns as subcontractors.

2) A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted, to Section 3 business concerns for building trades, and total dollar amount to be sub contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).

3) A description of the method used to develop goals above and the efforts to be undertaken by the contractor to meet those goals.

Acknowledged by:

_____

(President or Authorized Officer)

Date: _____

SKILLS NEEDED

SCHEDULE D

CATEGOY LIST SPECIFIC JOB TITLE	NO. OF POSITION NEEDED	NO. POSITIONS CURRENTY FILLED			NO. OF POSITION TO BE FILLED	HIRING GOAL	
		TOTAL	BY LOWER INCOME GARY RESIDENTS	BY LOWER INCOME GHA RESIDENTS		NO. OF LOWER INCOME GHA RESIDENTS TO BE HIRED	NO. OF LOWER INCOME GARY AREA RESIDENTS TO BE HIRED
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

SCHEDULE D

NOTE: Contractor bidder/proposer shall list on this page the Skills, Names, Addresses and Social Security Numbers of GHA residents who have been hired and/or trained in connection with Contract No._____. Failure to fully utilize the services of the GHA residents listed on this page shall constitute a breach of contract and subject - bidders/proposers/contractors to liquidated damages, or disbarment to be determined in the sole discretion of the GHA.

CONTRACTOR: _____

SUBCONTRACTOR: _____

Positions need to be filled *for* Contract number_____

CATEGORY

LIST SPECIFIED JOB TITLE

SKILLED:			
SEMI-SKILLED			
UNSKILLED:			
TRAINEE:			

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment and Training of Gary Housing Authority Residents and Low and Very-Low Income Gary Area Residents

The Contractor has identified ____ GHA resident-owned business (es) or business (es) which employ 30% or more GHA residents to comply with % ____of its Section 3 requirement covered under Contract#_____

Alternately, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR. 135.1 et seq and GHA Resolutions implementing Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for Gary Housing Authority residents and low and very-low income Gary area residents, during the term of the contract between the Contractor and GHA. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered Contract#_____. The Contractor has committed to employ the following in order to comply with _____% of its Section 3 requirements.

The above percentage(s) equals 100% of the Contractors Section 3 obligations. The Contractor hereby agrees by signing below that any remaining percentages will be deducted *from* payouts covered under Contact#_____ and placed in the GHA's Section 3 Educational Fund.

SPEC OR RFP TITLE	SPEC OR RFP NUMBER

JOB TITTLE	NUMBER OF POSTITIONS					HIRING GOAL	
	NEEDED	FILLED			TO BE FILLED	*LICHAR	*LICAR
		TOTAL	*LICHAR	*LICAR			

Jobs to be filled by *LICHAR and *LICAR

JOB TITLE	*LICHAR OR LICAR NAME	ADDRESS	SOC. SEC. NUMBER

*LICHAR=Low and Very Low-Income Gary Housing Authority Resident
*LICAR=Low and Very Low-Income Gary Area Resident

Contractor's Signature & Title: _____

SECTION 3

CONTRACT COMPLIANCE SCALE

With this sliding formula, it is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in our contracted labor efforts.

When the lowest responsive bid is less than $100,000 - 10% of that bid, or $9,000.

When the lowest responsive bid is:

TOTAL CONTRACT AMOUNT	RESIDENT % OF TOTAL LABOR DOLLARS
At least $100,000, but less than $200,000	9% of that bid, or $ 16,000
At least $200,000, but less than $300,000	8% of that bid, or $ 21,000
At least $300,000, but less than $400,000	7% of that bid, or $ 24,000
At least $400,000, but less than $500,000	6% of that bid, or $ 25,000
At least $500,000, but less than $1 Million	5% of that bid, or $ 40,000
At least $1 Million but less than $2 Million	4% of that bid, or $ 60,000
At least $2 Million but less than $4 Million	3% of that bid, or $ 80,000
At least $4 Million but less than $7 Million	2% of that bid, or $105,000
$7 Million or More …	1½% of the lowest responsive bid, with no dollar limit

WE-347 PAYROLL ADDENDUM
SECTION 3 REPORTING

CONTRACTOR/SUBCONTRACTOR _____

CONTRACT NUMBER _____

WEEK ENDING DATE _____

NAME ADDRESS SOCIAL SECURITY #	REFFERAL SOURCE	S3 PREF.	HIRE DATE	TERMINATION DATE

Preference Order - (e.g. Resident Training, Central Advisory Council, Local Advisory Council, Resident Management Corporation)

1) Residents of developments for which the assistance is expended.
2) Residents of other developments managed by the PHA
3) Participants in Youthbuild programs
4) Other low and very low income e persons residing in the metropolitan area

Race/Ethnic/Gender Codes

B = Black American
AP = Asian Pacific American
NA = Native American
H = Hispanic American
W = White American
M = Male
F = Female

(e.g., 4BF: = Section 4 priority 4, black female)

NOTE: Completion of this form is necessary to comply with GHA'S Section 3 resolution #165. All Section 3 employees must appear on the WN-347 Certified Payroll If any of your subcontractors are resident-owned businesses, submit a copy of the subcontract agreement to the Contract Compliance Department

Part II: Contracts Awarded

1. Construction Contracts:
   A. Total dollar amount of all contracts awarded on the project $ _____
   B. Total dollar amount of contracts awarded to Section 3 businesses $ _____
   C. Percentage of the total dollar amount that was awarded to Section 3 businesses $ _____
   D. Total number of Section 3 businesses receiving contracts $ _____
   E. Enter the number of Section 3 businesses receiving contracts by Racial/Ethnic code(s)(see page 1 for codes)

   1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

2. Non-Construction Contracts:
   A. Total dollar amount of all non-construction contracts awarded on the project/activity $ _____
   B. Total dollar amount of non-construction contracts awarded to Section 3 businesses $ _____
   C. Percentage of the total dollar amount that was awarded to Section 3 businesses $ _____
   D. Total number of Section.3 businesses receiving non-construction contracts $ _____
   E. Enter the number of Section 3 businesses receiving non-construction contracts by Racial/Ethnic code(s){see page 1 for codes)

   1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income person, particularly those who are recipients of government assistance for housing. (Check all that apply.)

____ Attempted to recruit low-income residents through local advertising media signs prominently displayed at the project *sit,*. Contacts with community organizations and public or private agencies operating within the metropolitan area (non-metropolitan county) in which the Section 3 covered program or project is located, or similar methods.

____ Participated in a HUD program or other program which promotes the training or employment of *Section* 3 residents.

____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

____ Other describe below.

Appendix D

OMB Approval No. 2529-0043 (exp. 4/30/94)

Economic Opportunities for Low- and Very Low-income Persons in Connection with Assisted Projects
HUD Act of 1968, Section 3

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

Public Reporting Burden for this collection of information is estimated to average 2 hours per response. including the time for reviewing instructions. searching exists: data sources. gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimation 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 (2529-0043), Washington. D.C. 20503. Do not send this completed form to either of these addressees.

1. Recipient Name & Address: (Street, City, State, Zip)	2. Federal Identification: (Contractor/Award No.)	3. Dollar Amount of Award:
	4. Contact Person	5. Phone : (include Area Code)
	6. Reporting Period:	7. Date Report Submitted:

Program Codes _____ (Use a separate sheet for each program code)

Part 1: Employment and Training (*included New Hires in Columns C and D.)

A Total New Hires By Job Category	B % of Aggregrate New Hires that are Section 3 Residents	C % of total staff hours For Sections 3 Employees And Trainees. *	D Number of Section 3 Employees and Trainees *	E Racial/Ethnic Codes(s) For Columns D and E, show Numbers				
				1	2	3	4	5
Professionals								
Technicians								
Office/Clerical								
Construction by Trade (List) Trade:								
Trade:								
Trade:								
Trade:								
Other: (List)								

Racial/Ethnic Codes:
1 = White American
2 = Black American
3 = Native American
4 = Hispanic American
5 = Asian Pacific American
6 – Hasidic Jews (For Part II only)

Program Codes:
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing Development Operations and Modernization
4 = Homeless Assistance
5 = HOME
6 – HOME – State Administered
7 = CDBG - Entitlement
8 = CDBG – State Administered
9 = Other CD Programs
10 = Other Housing Programs

Appendix E

GHA Internal Reporting Form
Section 3 Monthly New Hire Report

NAME	ADDRESS DEVELOPMENT	SOCIAL SECURITY NUMBER	CONTRACT NUMBER	COMPANY	WORK SITE	JOB TITLE	HOURLY WAOE	START DATE	RELEASE DATE

Appendix F

Section 3 Clause §135.38

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or UD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CPA part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CPA part 135.

E. The contractor will certify that any vacant employment positions, including training positions. that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135,

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the lndia Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Appendix G

Section 3 Regulations

PART 136-ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-1NCOME PERSONS

Subpart A-General Provisions
Sec.
135.1 Purpose.
135.2 Effective date of regulation.
135.3 Applicability.
135.5 Definitions.
135.7 Delegation of authority.
135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.
135.11 Other laws governing training, employment, and contracting.

Subpart S - Economic Opportunities for Section 3 Residents end Section 3 Business Concerns

135.30 Numerical goals for meeting the greatest extent feasible requirement.
135.32 Responsibilities of the recipient.
135.34. Preference for section 3 residents in training and employment opportunities.
135.38 Preference for section 3 business concerns in contracting opportunities.
135.38 Section 3 clause.
135.40 Providing other economic opportunities.

Subpart C - (Reserved)

Subpart D - Complaint and Compliance Review

13530 General.
135.72 Cooperation in achieving compliance.
13534 Section 3 compliance review procedures.
135.75 Filing and processing complaints.

Subpart E - Reporting and Recordkeeping

135.90 Reporting.
135.92 Recordkeeping end access to records.

Appendix to Part 135

Authority: 12 U.S.C. 170lu; 42 U.S.C. 3535(d).

Subpart A-General Provisions

135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

135.2 Effective date of regulation.

The regulations at this part will expire on June 30, 2009, unless adopted by final rule published on or before this date.

135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment. contracting and other economic opportunities arising from the expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section: 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1931 Act;

(2) H*ousing and community development assistance.* Section 3 applies to training, employment, contracting end other economic opportunities arising in connection with the expenditure-of housing assistance (including section 3 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair end replacement);

(ii) Housing construction; end (iii) Other public construction.

(3) *Threshold $ - No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors end subcontractors performing work in connection with projects end activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered ho using and community development assistance-(A) Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds $200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this pan apply to contractors end subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds $200,000; and the contract or subcontract exceeds $100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of $300,000. but no contract exceeds $100,000. the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3

covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this Section shall comply with the procedures end requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (s) of this Section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible. training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low- income persons, and business concerns owned by low end very low-income persons, or which employ low- and very low-income persons.

135.5 Definitions.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IRA, that contains the terms and conditions under which HUD assists the P1-IA or the IRA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IRA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC end the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation. resident council, or cooperative association. *Assistant Secretary* means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which 'is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- end very low-income parsons. Sea definition of 'Section 3 business concern' in this Section.

Contract. See the definition of "Section 3 covered contract' In this Section.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Department or *HUD* means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means all employment opportunities generated by the expenditure of Section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in 135.3(a)(1)). With respect to Section 3 covered housing end community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in 135.31a)(2)), including management end administrative jobs connected with the Section 3 covered project. Management and administrative jobs include architectural. engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities. e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee. cooperative agreement, or contract, end includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as emended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CPR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act,, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing I or homeless individuals and members of low- and very low-income families.

Indian housing authority (IHA) has the meaning given this term in 24 CFR part 905. *Indian tribes* shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. Sec the definition of 'Section 3 resident' in this Section.

Metropolitan area means a metropolitan statistical area IMSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood. village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(l).

New hires mean full-time employees for

permanent, temporary or seasonal employment opportunities.

Non-metropolitan county means any county outside of a metropolitan area.

Other HLIO programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for •section 3 covered projects," as defined in this section.

Public housing agency (P ff41 has the meaning given this term in 24 CFR part 941.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes. but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies end does not include contractors.

Secretary means the Secretary of Housing and Urban Development.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications sat forth in paragraphs 11) or 2) in this definition of "section 3 business concerns

Section 3 clause means the contract provisions set forth in 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means:

(1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair end replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of election 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR. Chapter 1). "Section 3 covered contracts also do not include contracts for the purchase of supplies end materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing community development assistance.

Section 3 joint venture. See 135.40.

Section 3 resident means:

(1) A public housing resident; or

(2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person,* as this term is defined in section 3(b)(3) of the 1937 Act (42 U.S.C. 1437a(b)(2fl. Section 3(b)(2) of the 1937 Act defines this tarot to mean families (including single persons) whose incomes do not exceed SO per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 8O per centum of the median for the area on the basis of the Secretary's findings that such variations ere necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437e(b)(2)) defines this term to mean families (including single parsons) whose incomes do not exceed 50 per centum of the median family income far the areas, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence of requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which, the persons benefiting from the section covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for

IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor meant any entity (other than a person who is an employee of the contractor) which hat a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person. See the definition of Section 3 resident in this Section.

Youthbuild programs. See the definition of HLJD Youthbuild programs in this Section.

135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under Section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redeligated functions and responsibilities to other employees of HUD; provided however, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may not be redeligated by the Assistant Secretary.

135.9 Requirements applicable to HUD NOFAs for Section 3 covered programs.

(a) Certification of compliance with pert 135. All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by Section 3 shall include a provision in the NOFA that notifies applicants that Section 3 and the regulations in part 136 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application Kit) a certification by the applicant that the applicant will comply with the regulations in Dart 135. (For PHAs, this requirement will be met where a P1-IA Resolution in Support of the Application is submitted.) With respect to applicant's certification unless there is evidence substantially challenging the certification.

(b) Statement of purpose in NOFAs.

(1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to Section 3 residents and Section 3 business concerns.

2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed $200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to Section 3 residents and Section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications f or the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ Section 3 residents and contract with Section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to ha utilized, and the rating points to be assigned, will be specified in the NOFA.

135.11 Other laws governing training, employment, and contract.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of Section 3 covered assistance include, but are not necessarily limited to those listed in this Section.

(a) *Procurement standards for States and local governments (24 CFR 85.36) –(1) General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither Section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR S5.36(cl(2). Section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to Section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for rants and other agreements with institutions of higher education. hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB circular No. A-110, Section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a-276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally. certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HLJD-determined prevailing wags rates, HUD policies and guidelines. These requirements include adherence to the

wages rates and ratios of apprentices or ,trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 6; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Cider 1 7246.* Certain contractor, covered by this pan are subject to compliance with Executive Order 11246, as amended by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B-Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Subpart S-Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the greatest extent feasible requirement of section 3 by meeting the numerical goals set forth in this section f or providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award connote to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(bi *Training and employment.* The numerical goals set forth in paragraph

(b) of this section apply to new hires. The numerical goals reflect the aggregate bias. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for* ***section*** *3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in 135.5) and their contractors and subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY2008;

(ii) 20 percent of the aggregate number of new hiss for the one period beginning in FY 2009;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 2010 and continuing thereafter.

(2) Numerical goals for other MUD programs covered section 3. (ii Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given contracts. metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in F? 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 end continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in 135.3(a)3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair. modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations* (l) In the absence of evidence to the contrary, a recipient that

meets the minimum numerical goals set forth in this Section will be considered to have complied with the Section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this Section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this Section. Such justification may include impediments encountered despite actions taken. A recipient or contractor else can indicate ether economic opportunities. such as those listed in 135.40, which were provided in its efforts to comply with Section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with Section 3 in its own operations. and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify Section 3 residents about training end employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance;

(b) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth in 136.38 in all solicitations and contracts.

(c) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the Appendix to this pert, as appropriate, to reach the goals set forth in 135.30. Recipients, at their own discretion. may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in 135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments. it any.

(f) A State or county which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals eat forth in 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part: and monitor the performance of local governments with respect to the objectives and requirements of this pert.

§ 135.34 Preference for Section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training end employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in paragraph (a) of this Section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shell be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the Section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance (category 2 residents);

(iii) Participants in HOD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category3 residents);

(iv) Other Section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (collectively, referred to as category I residents); and

(ii) Participants in HOD Youthbuild programs (category 2 residents).

(iii) Where the Section 3 project is assisted under the Stewart S. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;

(iv) Other Section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may. at their own discretion, provide preference to residents of the housing development receiving the Section 3 covered assistance within the service area or neighborhood where the Section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion. provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the Section 3 covered project is located.

(b) *Eligibility for preference.* A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

135.36 Preference f or Section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of *priority* provided in paragraph (a) of this section.

(1) *Public and Indian housh7g programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less then 30 percent section 3 residents (category 4 businesses), or that subcontracts in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development pm grams.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood n which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) Eligibility for preference. A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in 135.5.

(c) Ability to complete contract. A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§135.38 Section 3 clause.

All section 3 covered connote shall include the following clause (referred to as the section 3 clause)t

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HOD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract. the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees end applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire. availability of apprenticeship and training positions, the qualifications for each: and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, end agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 FR part 135. The contractor will net subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 136 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CPR part 135 may result in sanctions. termination of this contract for default, and debarment or suspension from future HOD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment

shall be given to Indians, and (ii) preference in the award of contracts end subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

§135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress. en stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons. a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in pert-time positions.

(c) *Other business related economic opportunities.* (I) A recipient or contractor may provide economic opportunities to establish, stabilize or expand Section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 join ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades. purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) *A Section 3 joint venture* means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources,. and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed end holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C-[Reserved]

Subpart D-Complaint and Compliance Review

§135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging noncompliance with the regulations of this part, end the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart

(1) *Complaint* means en allegation of noncompliance with regulations of this part made in the form described in 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this pert.

(3) *Noncompliance* with Section 3 means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term recipient shall have the meaning set forth in 135.7, which includes P1-IA and IRA.

§1 35.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that Section 3 residents and Section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HIJD recipients arid their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in Section 3 compliance reviews, in investigations of allegations of noncompliance made under 135.75, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of Section 3.

(b) the recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply• to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

§135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct Section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this pert.

(b) *Form of compliance review.* A Section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which Section 3 residents have been hired and Section 2 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of Section 3.

(c) *Where compliance review reveals noncompliance with Section 3* by *recipient or contractor.* Where the Section 3 compliance

review reveals *that* a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. KUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(dl *Continuing noncompliance by recipient or* ***contractor.*** A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor. Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§135.76 Filing and processing complaints.

. (a)*Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who i not a section .3 resident but who represents one or more section 3 residents;

(21 Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b)When *-to file a complain-.* A complaint must be filed with the Assistant Secretary for • Fair Housing end Equal 'Opportunity, Department of Housing and Urban Development, Washington, D.C., 20410.

(c) *Tine of filing.* (11 A complaint must be received not later then 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 end the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the lest alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shell request the needed information from the compliant. In the event this information is not furnished to the Assistant Secretary within sixty (50) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint-(7) Written complaints.* Each complaint must be in writing, signed by the complement, end include:

(i) The complement's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and data of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any 1-IUD Field Office, and HLID will reduce the information provided by telephone to writing on the prescribed complaint form end send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are net limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(a) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete information (in accordance with paragraphs Cc) and (dl of this section), the Assistant Secretary shell determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient - for resolution;

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is. reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complement, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60—day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension. (5) If

the recipient is unable to resole the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f)
Informal resolution of compliant by Assistant Secretary-(1) Dismissal of complaint. Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon filure of the receipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine wherther it presents a valid allegation of noncompliance with Section 3. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal

(2) Informal resolution . Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with Section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the Section 3 covered assistance was provided.

(3) Effective date of informal resolution. The imposed resolution will become effective and biding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) Sanctions. Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) Investigation of complaint. The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of Section 3 and this part.

(i) Judicial relief. Nothing in this subpart D precludes a Section 3 resident or Section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures. (Approved by the Office of Management an Budget under control number 2529-0043.)

Subpart E – Reporting and Recordkeeping

§135.90 Reporting

Each recipient which receives directly fro HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of Section 3. Where the program providing the Section3 covered assistance requires submission of an annual performance report, the Section 3 report will be submitted with that annual performance report. If the program providing the Section 3 covered assistance does not require an annual performance report, the Section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public. (Approved by the Office of Management and Budget under control number 2529-0043.)

§135.92 Recordkeeping and access to records

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which Section3 covered assistance is provided or otherwise made available to the recipient or contractor.

ATTACHMENT J
Section 8 FSS Plan

HOUSING CHOICE VOUCHER

Family Self-Sufficiency Program Action Plan

The Gary Housing Authority
of the City of Gary, Indiana

EXECUTIVE SUMMARY

PROGRAM OVERVIEW

The Housing Authority of the City of Gary, Indiana (GHA) responded to the needs of its participants by developing the Family Self-Sufficiency (FSS) Program. Participants identify their families' needs and set appropriate goals for the next five years. There are three crucial aspects and/or ingredients that the FSS case manager provides to families striving towards self-reliance; Advocacy, Technical assistance and Supportive counseling. FSS case manager's work with each participant to identify and access supportive services in the community, including child care, transportation, budget/credit counseling, and education or job training opportunities.

Enrollment into the FSS program is voluntary. Families must be currently receiving rental assistance offered by the Gary Housing Authority's Housing Choice Program, abiding by their family obligations, and demonstrating a desire to achieve economic independence. 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.

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

Family Self-Sufficiency provides an excellent opportunity for participants to work toward goals and to be rewarded for their efforts.

Coordination and partnership with other agencies is a key component of the FSS Program. GHA is developing its comprehensive support system for program participants, while avoiding any duplication of services. Implementation of the FSS Program is overseen by the Program Coordinating Committee (PCC). Having programmatic oversight, this group of social service providers, civic leaders, educators, and local businessmen help to identify the public and private resources necessary for a successful program. GHA will also contract with other community groups to create an expansive network of training and employment opportunities.

Participant Responsibilities

All participants are 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 and termination from the FSS Program.

PROGRAM RESULTS

The success of the FSS Program will be measured by the number of families achieving complete self-sufficiency, no longer need one or more welfare programs, obtain a high school diploma or higher education degree; or accomplish similar goals that will assist the family in obtaining economic independence. However, other participant accomplishments will also be taken into account. GHA will develop a computer-tracking program to report on overall client achievement.

MISSION STATEMENT

The FSS Program is designed to accomplish five main goals:

To encourage participants to empower themselves and free their families from public assistance.

Although welfare was originally intended as a temporary subsidy, many participants now consider public assistance an acceptable permanent source of income. Recipients have learned to blame their dependency and helplessness on the "system." Participants must come to understand that they will only achieve self-sufficiency when they alter their perceptions of public assistance and manage to break free from this "culture of victim hood."

To enable families to achieve financial stability.

In order to do this, participants must first obtain the education and training necessary to find sustainable full-time employment at a livable wage. Participants must also develop the business and social skills required to maintain long-term employment and increase their earning potential. Finally, families must acquire the practical problem-solving and life skills needed to manage their daily affairs.

To reduce the length of time that families live in assisted housing.

Historically, assisted housing was meant to serve as temporary shelter for families working toward economic independence. Unfortunately, there has been a recent "stagnation" of GHA participant population, whereby many participants remain in assisted housing indefinitely. This has caused a dramatic shortage in the number of available affordable housing units. GHA must strive to develop a dynamic, upwardly-mobile clientele in order to create a healthy rate of turnover in assisted housing units.

To our relationship with property owners.

The positive image of families featured in newsletters and at workshops that are motivated to improve themselves can help to attract potential owners and spark the interest of those currently listing their property. FSS can also be instrumental in resolving conflict between the tenants and landlords.

To further promote, educate and encourage families to become homeowners.

Throughout implementation, individual assessment will be linked with adequate support and resource services in order to reduce the dependence of low-income families. GHA is constructively steering its participants towards being good renters who are educated, and moving to become homeowners.

SELECTION OF FSS PARTICIPANT

All participants in the GHA Family Self-Sufficiency Program are selected from the current rolls of the Housing Choice Program. Participants are recruited through open enrollment. It is the belief that all GHA 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 targeted equally.

There are currently no other self-sufficiency programs offered by GHA from which participants may transfer.

RECRUITMENT

GHA will begin its recruitment process by use of mass mailing to all Housing Choice participants. The mailing will included a fact sheet highlighting the benefits of participation and a postcard which clients return to indicate their interest. It will also be made clear that other adult family members besides the head of household can participate in the FSS Program. Those who returned reply cards are then sent a Pre-Enrollment Form and an appointment letter for the FSS orientation. Interested participants meeting eligibility requirements are then scheduled for an orientation session. Once meeting the minimum program size requirement of 63 participants, additional interested eligible participants will be placed on a waiting list and will be selected based on the date the request was submitted.

As participants begin to achieve economic independence, graduate and spaces becomes available, participants are selected from the top of the FSS waiting list and sent a letter asking if they are still interested in participating. Participants are given 30 days to respond by returning the FSS brochure. Those who do not respond within 30 days are dropped from the waiting list. This does not, however, preclude the possibility of those clients entering the waiting list process again at a later date. Those who do respond by the deadline are sent the Pre-Enrollment Forms and scheduled for the FSS Orientation. Current and/or future client marketing efforts will include:

- FSS presentations at participant briefings

- FSS brochures in transfer and re-exam packets
- FSS posters displayed in the Housing Choice Lobby
- Information about FSS activities in participant newsletters

ENROLLMENT

All adult family members interested in participating are required to attend the FSS Orientation. The orientation process for new enrollees will include discussions and materials, which educate families about the FSS program, the advantages of economic independence and the benefits of homeownership. It must 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 submit their completed Pre-Enrollment, Family Obligation and Family Certification of Orientation Forms. Failure to submit the required forms will delay enrollment. Participants will then be scheduled for an individual appointment with the FSS case manager. At that time, a comprehensive needs assessment is 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 are 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. Participants, however, may submit another request and re-enter the enrollment process at a later date.

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.

INELIGIBILITY

Conditions that may limit a client's eligibility for FSS:

- **Participants who owe money to GHA must repay the entire balance of their debt before enrolling**

- **Participants who have ported outside of the GHA jurisdiction are not required to enroll in the FSS Program at their new Housing Authority. It is the receiving housing authority discretion and the PHA to administer services**
- **If a family is selected from the Section 8 waiting list and has a voucher in hand looking for a unit, they must have the**

lease agreement and HAP executed to become a participant 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 whose present lease has been terminated are ineligible for participation in the FSS Program

ASSURANCE OF NON-INTERFERENCE

GHA assures that a family's decision not to participate in the Family Self-Sufficiency Program will not affect the occupancy of the family in the Housing Choice Program.

CERTIFICATION OF COORDINATION

GHA certifies that the services and activities being provided through the Family Self-Sufficiency Program will be coordinated with the Work first and JTPA Programs, as well as other local employment, childcare, transportation, training, and educational programs. The FSS Program is designed so as to avoid duplication of services and activities with other agencies.

FAMILY DEMOGRAPHICS

The random nature of the selection process for the Family Self-Sufficiency Program makes it impossible to predict the distribution of participant characteristics among FSS participants. Currently, GHA has merged its voucher and certificate rolls, therefore operating as a voucher program entirely.

The following is a breakdown of the current Housing Choice and FSS Program participants by bedroom size, sex, race, disability, marital status, and age of head. Due to the nature and

requirements of the FSS Program, it is expected that somewhat fewer elderly and disabled clients will choose to enroll. Aside from this minor deviation, these proportions are expected to remain fairly consistent within the FSS Program.

HOUSING CHOICE PROGRAM:

ACC authorized units 1,633
Current units as of 7/2010 1,450+
Voucher-99.57%

BEDROOM SIZE: **0 Bedroom –0.02%** **4 Bedroom – 7.46%**
1 Bedroom –14.67% **5 Bedroom – 1.26%** **2 Bedroom –40.76%**
6 Bedroom –0.20%
3 Bedroom –35.62% **7+Bedroom – 0.02%**

SEX: **Male - 4.53%** **Female – 95.47%**

DISABILITY: **Disabled –14.07%** **Non-Disabled – 86%**

RACE: **Black-99.21%** **Native American –0.02%** **White –0.71%**
Asian - 0.06%
Hispanic –32%

MARITAL STATUS: **Single *–could not obtain data***
Married-*could not obtain data*

AGE: **18 to 29 –28.23%** **30 to 39 – 32.92%**
40 to 49 –22.52% **50 to 61-10.78%**
62 and over – 5.5%

EMPLOYED:

UNEMPLOYED:

JOB TRAINING:

CONTINUOUS ED:

GRADUATE:

IDENTIFYING PARTICIPANT NEEDS

In reviewing participant barriers, the most prevalent are a lack of job training or lack of education, another is childcare assistance and transportation. Additional barriers and counseling topics include:

- **Substance abuse treatment**
- **Budgeting and money management**
- **Homemaking and parenting skills**
- **Housekeeping skills**
- **Fear of change/transition**
- **Weight management's car repair/maintenance**
- **Marriage/relationship**
- **Parenting skills**

The FSS design is broken down into a three phases. They are as follows:

PHASE I is designed to access the immediate needs of the participant. Its comprehensive structure is to insure support is administered and received. Participants are required, but are not limited of the following task:

A. attend on-going life skill development and career assessment workshop sponsored by the Department of Labor and/or Workforce Development;
B. obtain a GED (if not obtained);
C. complete a career assessment test;
D. seek and secure employment; and
E. submit their job search forms.

PHASE II is designed to assist participants who have gained employment and benefiting from the saving account feature, or attending a continuous education program while working full or part-time, but may have other issues. Those potential problems may involve credit difficulties, lack of knowledge concerning additional resources, marriage/family crisis, or fear of moving forward. Participant will be required to meet the case manager as needed to access their goals and a goals progression review, establish a workable budget, and obtain credit reports from all three reporting agencies.

The review will be performed in an individual setting. It is believed that the group setting often builds participant relationships. Other enrollees are present to celebrate a participant's successes, or offer comfort when facing a difficult obstacle. Additionally, participants may find that they can "trade services," such as swapping childcare or exchanging information on job opportunities. Finally, group settings may spark a sense of healthy competition amongst participants, encouraging participants to work harder toward their FSS goals. At the completion of each particular review session, the participant will be asked to provide their progress update report. The reports are verified and used in determining progression rates.

Phase III is geared towards moderate case management due to the tremendous achievements of the participants. These participants have maintained continuous employment for a period of 12 months or longer, or have obtained a degree and maintained employment for a period of 12 months or longer or earning $20,000 or more, and moving towards owning their own home.

PRE-ENROLLMENT FORM

Participants are given the opportunity to describe, in their own words, what they hope to achieve through participation in the FSS Program. In completing the Pre-Enrollment Form, participants are asked to identify their family's unmet needs and describe any services they have received in the last six months. Participants are also asked to discuss any barriers or obstacles keeping the family from seeking additional services.

SELF-SUFFICIENCY PLAN

During the initial interview, the FSS case manager will administer a needs assessment called the Self-Sufficiency Plan. This survey allows both the FSS case manager and the participant to develop an in-depth picture of the family's strengths, weaknesses, and motivational level. Participants are asked to discuss their personal goals, available resources, past obstacles to success, and outlook for the future. Topics covered include:

- educational attainment and employment/training history
- transportation resources
- child care options
- medical conditions/treatment options
- community involvement/social activities

- parenting skills/personal relationships
- criminal history/other social problems
- financial management skills
- current social service utilization
- goals/motivational issues

INDIVIDUAL TRAINING AND SERVICES PLAN

The next step is the development of the Individual Training and Services Plan (ITSP). An ITSP must be completed for each adult family member participating in the FSS Program. Participants are expected to outline tangible goals, describe the specific steps needed to reach them, and determine the time frame in which these goals will be achieved. The FSS Case Manager, in turn, will offer suggestions as to where the participant may obtain needed services. The ITSP is signed by both parties and attached to the Contract of Participation.

CONTRACT OF PARTICIPATION

In collaboration with the goals set in the ITSP, all family members are required to be free from at least one welfare program 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 reasons:

- for 'good cause', meaning an uncontrollable event which prevents the timely completion of the family's goals

- family must comply with the terms and conditions of their HCV lease
- Every member of the family must be free of welfare cash assistance 12 months prior to end of contract

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.

PROGRAM COORDINATING COMMITTEE

The implementation of the Family Self-Sufficiency Program will be overseen by the Program Coordinating Committee (PCC). The PCC is made up of social service providers, business leaders, members of the financial community, and other prominent civic leaders. Each PCC member will be responsible for identifying potential resources within the community and securing commitments for the provision of services to program participants. The following is a list of potential Program Coordinating Committee members:

FINANCIAL INSTITUTIONS

SOCIAL SERVICES

Community Housing Resource Center
United Way --
Legal Clinic for the Homeless --
Consumer Credit Counseling
DFACS

COMMUNITY DEVELOPMENT

Indiana Technical Institute --

PCC will meet quarterly to discuss any problems, offer additional suggestions, and receive updates on participant progress.

ACTIVITIES & SUPPORTIVE SERVICES

In order for participants in the Family Self-Sufficiency Program to succeed at reaching their goals, clients must not only be well prepared to enter the workplace, but must also have access to stable well-paying jobs. GHA will develop four partnership-based programs that have been designed to secure the resources clients will need to reach their self-sufficiency goals.

EDUCATIONAL OPPORTUNITY PARTNERSHIP

GHA will form "Educational Opportunity Partnerships" with various colleges, technical schools, and vocational training programs throughout Gary. GHA will maintain close contact with a representative from each school to keep abreast of course offerings, enrollment deadlines, and financial aid opportunities. Ideally, participating educational facilities will be able to offer FSS participants special consideration, either through expedited enrollment procedures, financial assistance, or other advantages. GHA may also choose to contract with schools to subsidize participant fees.

JOB READINESS PARTNERSHIP

GHA will contract with various local agencies and apprenticeship programs that offer job training and placement services. Participating organizations will be asked to instruct participants on job readiness, resume preparation, and interviewing skills. Apprenticeship programs will offer participants on-the-job training. Finally, agencies will be expected to assist participants with job placement, including interview referrals, hosting of business recruiters, and site visits.

FSS participants who already posses marketable skills will also be given the opportunity to start their own business. Various

organizations specializing in micro enterprise development will provide business education and financial assistance to those wishing to work for themselves. GHA will contract with these organizations to either waive, reduce, or subsidize any cost to the participant.

JOB PLACEMENT PROGRAMS

APPRENTICESHIP PROGRAMS

EMPLOYMENT OPPORTUNITIES PARTNERSHIP

GHA will be inviting local businesses to join our efforts as "Employment Opportunity Partners." Participating companies will be expected to provide some form of employment opportunity to FSS participants. Programs may vary, according to the size and type of business, ranging from internships to on-the-job training to permanent employment.

LOCAL BUSINESSES

COMMUNITY CARE PARTNERSHIP

The "Community Care Partnership" is made up of a diverse group of social service providers, health care professionals, and financial leaders. These partners may provide the additional support needed for families to maintain stable employment and successfully manage their personal lives. This may include direct service provision, referrals, or workshop presentations. Although most of these organizations do not charge for their services, a memorandum of understanding will be prepared to assure that FSS participants will have access to needed services.

TRANSPORTATION:

<u>Department of Family and Children's Services</u>

θ Bus cards

θ gas reimbursements

Gary Transit Authority

θ employee assistance program

θ half-price fare

CHILD CARE

TECHNOLOGY

WORK CLOTHES

COUNSELING

Consumer Credit Counseling

- budgeting
- money management/repayment
- homebuyer counseling
- credit repair
- consumer education

Families First

- substance abuse counseling
- domestic violence counseling
- individual, family and marital counseling
- empowerment training
- pregnancy counseling

WORKSHOP PRESENTATIONS

It is the intention of GHA to design a service delivery system which will support all of a participant's needs, identify potential problems early on, and discourage clients from engaging in any behaviors which might hurt their eligibility for the FSS Program. Several preventive mechanisms will be set up to assist clients in achieving their goals.

PROGRAM MONITORING

Program participants will be expected to maintain contact with the FSS case manager. At this appointment, participants must submit a Progress Update outlining their activities. Participants will also be expected to rate their progress toward their goals and explain any failure to accomplish these tasks. FSS case managers will discuss any problems participants have had reaching their goals and offer suggestions for overcoming these obstacles. Each participant will develop an Employability Plan. Whereby the participant will work in conjunction with the FSS Coordinator to address goals to achieve self-sufficiency—it is the GHA'S goal to ensure they are attainable. Activities will be designed to help increase a participant's employability, and may include volunteering at a local daycare, attending a job fair, or showing up to work on time every day.

TRAINING SESSIONS

Participants are encouraged to attend Q&A sessions covering various topics related to self-sufficiency. All participants will automatically be scheduled to attend seminars on utility conservation, motivation, housekeeping / home maintenance, building good credit, job readiness, and budgeting. Participants may also select other subjects which interest them, such as parenting skills, personal empowerment, and starting your own business. At the end of each session, certificates will be awarded for training completion.

Participants will learn how to read a credit report, and they will prepare a monthly household budget.

These workshops will be sponsored by broad spectrum of agencies throughout the community, and will be held at various times of the day and week to accommodate participants who work. Not only will these seminars provide families with practical life-management skills, but they will also encourage active participation in the self-sufficiency process.

CAREER DAYS

Throughout the course of each year, participants will be provided correspondence on "career day" events. Representatives from local apprenticeship programs and businesses will be invited to speak to clients about training and employment opportunities. The format may vary, ranging from assembly-type presentations to information booths based on space and location. Participants will be able to ask questions, pick up literature, and complete applications on the spot.

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.

WELCOME PACKET

In order to encourage participants to develop good organizational skills, each client will be given a "Welcome to FSS" packet upon execution of the Contract of Participation. This "gift bag" will include a personal letter, a calendar, a divided accordion file, a notebook, a pen, and brochures on some of the programs offered in Gary. Participants will be advised that they should write down all appointments, organize their important paperwork, and take notes at training sessions.

NEWSLETTER

A monthly news letter will be sent to all FSS Program participants. The purpose of this publication will be to inform

participants of upcoming activities, opportunities, and deadlines. However, we will also highlight participant achievements, such as graduations and promotions.

HOUSING CHOICE REGULATIONS

As following the rules of the Housing Choice Program is an inherent requirement of the FSS Program, FSS staff will be well versed in all aspects of both programs. FSS Case manager will serve as an added resource in helping clients understand and adhere to Housing Choice regulations. They will be able to advise participants on issues ranging from the Housing Choice family obligations to calculating rent. In this way, FSS Case manager may be able to curtail any potential program violations for their clients.

AWARDS / CEREMONIES

Special occasions, such as graduations, promotions, and training completion, will be acknowledged with certificates and letters of encouragement from the FSS staff. Participants who have completed the Contract of Participation will be honored at a graduation ceremony and reception, to be held each quarter. Graduates may invite friends and family, and team members will be encouraged to attend, as well.

MENTORING PROGRAM

Once participants begin to graduate from the FSS Program, we hope to recruit "mentors" who will offer support and encouragement to current participants. This will involve having graduates speak at monthly meetings, as well as setting up a "buddy system" in which graduates may answer questions and offer suggestions to participants.

COMMUNITY SUPPORT

Local civic groups, churches, and other volunteer groups will be asked to take the FSS Program on as a special project. Organizations may sponsor a "business clothing drive," initiate fund-raisers, or serve as mentors for FSS participants.

MARKETING

In addition to staff promotion of the FSS Program, GHA will utilize other marketing tools to inform both Housing Choice families and local community groups of the benefits of participation. Colorful, engaging brochures and posters will be placed in both the DFACS and Housing Choice waiting areas. Brochures will also be distributed to local businesses and civic groups explaining the various partnership opportunities.

INCENTIVES

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.

CALCULATIONS

If a family's adjusted annual income is at or below GHA "Very-Low Income Limit," the escrow deposits will equal:

- the difference between the family's TTP and the family's rent payment and
- the difference between the family's current rent payment and the family's baseline rent payment

If the family's adjusted annual income exceeds GHA'S Very-Low Income Limit" the escrow deposits will equal:

- the estimated escrow deposit (as calculated above) minus 30% of the amount by which the adjusted income exceeds the "Very-Low Income Limit"

If the family's adjusted annual income exceeds GHA "Low-Income Limit," no escrow deposits will be made.

REPORTING OF INCOME CHANGES

Participants will be responsible for reporting any changes in income to both the Housing Choice advisor and FSS case manager. 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 the Special programs department.

Participants who fail to report a decrease in income will be responsible for repayment of any overpaid rent assistance. Excess escrow 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 notarized 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.

INTERIM DISBURSEMENTS

Interim escrow disbursements may only be made to further a client's self-sufficiency goals. Acceptable expenses include:

- **school or job training expenses**
- **business start-up expenses**
- **car repair-purchase**
- **debt repayment for homeownership purposes**

Receipts must be submitted or proper documentation and recipients are limited up to two disbursements at the sole discretion of the PHA.
In order to be eligible for an interim escrow disbursement, the participant must have completed all prior interim goals. Participants are limited to two interim disbursements per year, and requests must be made in writing.

FINAL DISBURSEMENTS

The family will receive the balance of the FSS Escrow Account or whenever 30% of the family's monthly adjusted income equals or exceeds the existing fair market rents for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards and jurisdiction in which the FSS family is living and at the time of contract of completion the head of family certifies

that at least one welfare assistance program has been eliminated from the household. Lastly the disbursements can also be met by:

- **the Contract of Participation has been completed, even if the expiration date has not been reached**

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.

TRANSFER OF ESCROW BALANCE

If the receiving public housing authority (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 the GHA 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 the GHA 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

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 Program.

TERMINATION FROM FSS PROGRAM

Participants may be terminated from the FSS Program prior to the contract expiration date for the following program violations:

1. **GHA determines the head of household has failed to fulfill the terms of the contract and any extension thereof.**

    - **To include, but is not limited to: not maintaining in contact with FSS Coordinator, not accomplishing ITSP goals on a as needed basis, not attending appointments as needed, committing fraud, missed deadlines, and not complying with the FSS program.**

2. **The family wishes to withdraw from the FSS program**

3. **Supportive services are not available**

4. **The family fails to meet its obligations under the HCV Program (lease violation)**

5. **The family is no longer a participant of HCV Program**

6. **Such other act that is deemed inconsistent with the purpose of the FSS Program**

TERMINATION FROM SECTION 8 PROGRAM

Participants may be terminated from the Housing Choice 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 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 decision to terminate and outline the reason for termination. Should a participant disagree with the decision to terminate, he or she will be given the opportunity 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, he/she will forfeit the right to an informal hearing and will be terminated from the FSS Program.

Upon receipt of a written request for an informal hearing, a date, time and location for the hearing will be scheduled, and the participant will be notified. The informal hearing is attended by a hearing officer, GHA representative, and participant who has made the request. The participant will be advised that failure to appear for the informal hearing will nullify any requests for a future hearing and result in termination from the FSS Program.

Upon completion of the informal review, a written review determination will be completed within fifteen (15) days of the re 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.

PROGRAM TRACKING

GHA will monitor the progress of each participant as he / she advances through the FSS Program. A computerized tracking system will be used to record demographic data, completion of contract requirements, employment status, and other information about each participant. The following is a breakdown of the various fields of information

DEMOGRAPHIC DATA

- **Age**
- **Sex**
- **Disability**
- **Bedroom size**
- **Address/phone number**
- **Race marital status**
- **Family size income type and amount**

SELF-SUFFICIENCY REQUIREMENTS

- **Orientation**

- ITSP
- CCCS counseling session
- Welfare status
- Contract of Participation
- Life-skills workshops
- Employment status
- Housing assistance status

ESCROW ACCOUNT

- Current balance
- Repayment of debt
- Final disbursement
- Monthly deposit amount
- Interim disbursements

EDUCATION / TRAINING

- High school diploma/GED
- College/other education
- Vocation training
- Enrollment history

EMPLOYMENT

- Employment history
- Star date
- Full-time or part-time
- Current employer
- Pay range
- Permanent or temporary

OTHER GOALS

- *Child care*
- *Counseling*
- Transportation
- Home purchase

As each participant proceeds through the program, the completion of program requirements and self-sufficiency goals will be recorded on the computer. Reports may be generated describing the activities of individual participants or all program participants as a group.

ATTACHMENT K
One Strike Policy

ONE STRIKE POLICY

Denial of Admission for Drug-Related and/or Other Criminal Activity
Notice PIH 96-27 describes the screening Lease and eviction provisions Housing Authorities must adopt as a result of the "Housing Opportunity Program Extension Act of 1996." In addition, the QHWRA imposes a new mandatory requirement for Housing Authorities to permanently deny admission to any person convicted of manufacturing or producing Methamphetamine, commonly known as "speed."

Purpose

All Federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Gary Housing Authority to fully endorse and implement a policy, which is designed to:

☐ help create and maintain a safe and drug-free community;

☐ keep our program participants free from threats to their personal and family safety;

☐ support parental efforts to instill values of personal responsibility and hard work;

☐ help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

☐ assist families in their vocational/educational goals in the pursuit of self-sufficiency.

Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the Housing Authority will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the Housing Authority's bulletin board and copies made readily available to applicants and tenants upon request.

HUD Definitions
Drug-Related Criminal Activity is 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. 802)).

Drug-Related Criminal Activity means *on or off the* premises, *not just on or near the* premises.

Criminal Activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

Screening for "One Strike"
In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the Housing Authority will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past the Housing Authority initiated a Lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of public housing, the Housing Authority shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

Law Enforcement Records

HUD PIH Notice 98-20 advises Housing Authorities of the process for obtaining FBI criminal history record information for the purpose of applicant screening, Lease enforcement and eviction. This notice applies to applicants and residents of public housing only.

The Housing Authority will check criminal history for all applicants to determine whether any member of the family has engaged in violent or drug-related criminal activity. Verification of any past activity will be done prior to final eligibility and will include a check of conviction records. The Housing Authority will do a name check only through its local law enforcement agency to access limited information from the NCIC. If the local law enforcement agency indicates to the Housing Authority that there is a criminal history record indexed in the Interstate Identification Index, which might belong to the applicant, the Housing Authority must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

Standard for Violation
Persons evicted from Public Housing, Indian Housing, Section 23, or any Section 8 Program because of drug-related criminal activity are ineligible for admission to Public Housing for a (5) five-year period beginning on the date of such eviction. The Housing Authority will not waive this requirement.
No member of the applicant's family may have engaged in drug related or violent criminal activity within the past five (5) years.

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The Housing Authority will permanently deny admission to public housing persons convicted of manufacturing or producing Methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The Housing Authority will deny participation in the program to applicants where the Housing Authority determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug related or other criminal activity. The same will apply if it is determined that 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. This includes cases where the Housing Authority determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The Housing Authority will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous three (3) years.

Engaged in or engaging in or recent history of drug related criminal activity means any act within the past five (5) years by applicants or participants, household members, or

guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Engaged in or engaging in or recent history of criminal activity means any act within the past five (5) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the GHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative past behavior, the Housing Authority will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The Housing Authority may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. The Housing Authority will consider evidence that the person is no longer in the household such as [divorce decree/incarceration/death/copy of a new Lease with the owner's telephone number and address/or other substantiating evidence].

Denial of Assistance for Sex Offenders

GHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration The Program or would be subject to a lifetime registration had the sexual offense occurred before September 1999 when the law went into effect. In screening applicants, the GHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration or has committed any of the below listed sexual crimes subject to sex offender lifetime ineligibility for GHA administered HUD Housing programs.

SEX OFFENDER CRIMES

☐ Sexual Exploitation of a Minor (IC 35-42-4-5)

☐ Gross Sexual Assault (IC 35-42-4-2) as added by Acts 1976, P.L.148, SEC.2. Amended by Acts 1977,

☐ Sexual Abuse of Minors (IC 35-42-4-6)

☐ Unlawful Sexual Contact (IC 35-42-4-1) (IC 35-42-4-2)

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☐ Visual ☐ Visual Sexual Aggression against a Child (IC 35-42-4-4)

☐ Sexual Misconduct with a Child under 14 Years (IC 35-42-4-3)(IC 35-42-4-11)

Other Criminal Activity

Other Criminal Activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested for any criminal or drug-related criminal activity within the past five (5) years.
HUD defines violent criminal activity as 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, and any family member is engaging in the activity.

No family member may have engaged in or threatened abusive/violent behavior toward Housing Authority personnel at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program in the last five (5) years.

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 is not to 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, evidence gathered by GHA inspectors and/or investigators, and evidence gathered from the Housing Authority.

The Housing Authority may pursue fact-finding efforts as needed to obtain credible evidence.

Confidentiality of Criminal Records

The Housing Authority will 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.

All criminal reports, while needed for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

If the family is determined eligible for initial or continued assistance, the Housing Authority's copy of the criminal report shall be destroyed as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be destroyed immediately upon completion of the review or hearing procedures and a final decision has been made.

The Housing Authority will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

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Confidentiality of Information for Certification under Section 606 of Violence against Women Act (VAWA) of 2005

Information provided by the victim pursuant to the certification of domestic violence, dating violence or stalking under Section 606 of VAWA of 2005 shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is consented by the individual in writing, required for use in a denial of admissions or eviction or otherwise as required by law

Disclosure of Criminal Records to Family

Before the Housing Authority takes any adverse action based on a criminal conviction record, the applicant will be provided with a written statement from the Portland Police Department representative authorized to perform background checks for the Housing Authority. This representative will certify to the Criminal Records found and used for Housing Authority determination of eligibility. Applicants will be provided an opportunity to dispute the records at an Informal Hearing. Tenants may contest such records at the court in the case of evictions.

Cooperating with Law Enforcement Agencies

The Gary Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Gary Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photographs (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

☐ The law enforcement agency shall notify Gary Housing Authority that the fugitive felon and/or parole:
or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;

☐ The location or apprehension of the recipient is within the Gary Housing Authority's official duties; and,

☐ The request is made in the proper exercise of the law enforcement agency's official duties.

Hearings
(See Chapter titled "Complaints, Grievances and Appeals")

If information is revealed that would cause the Housing Authority to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an Informal Hearing according to the Housing Authority's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.