ANNUAL PLAN
FY 2012

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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): **04/2012**

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: **1,402**

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**
- **Attachment L– Reasonable Accommodation Policy & Procedures "New" FY2012**
- **Attachment M - Quality Control Plan "New" FY 2012**
- **Attachment N - Debts Owed to Public Housing Agencies & Terminations "New" FY2012**
- **Attachment O - Marketing and Leasing Plan "New" FY2012**
- **Attachment P - Lease Agreement "Revised" FY2012**

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.

basis, so that the form always covers the present five-year period beginning with the current year. (Please see Attachment B.)

3.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any portion of its CFFP 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 payment required to service the debt. The PHA must also submit an annual statement describing the use of the CFFP proceeds. See guidance on HUD's website at:
http://www.hud.gov/offices/pih/programs/ph/capfund/cfpfhp.html

NEW

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 Plans contain 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 head of electronically with scanned signature. 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 elements 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 Progr

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 were revisions to the Gary Housing Authority Admissions and Occupancy Plan (ACOP), and the Section 8 Administrative Plan had 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 and The Section 8 Administrative Plan. (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 were 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 were revisions. The rules, standards, and policies governing the management of GHA's Public Housing program are contained within the Admissions and Continued Occupancy Policy as well the Gary Housing Authority's Maintenance Plan of Operation. (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	**1402**	**120**
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 were 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 2012. (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 were 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 no 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, and as of August 29, 2011, GHA aquired property management services in-house, and 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 were 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	1,402	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

EQUAL HOUSING OPPORTUNITY

Housing Authority of the City of Gary, Indiana

578 Broadway – Second Floor
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Admissions and Continued Occupancy Policy

EQUAL HOUSING OPPORTUNITY

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EQUAL HOUSING OPPORTUNITY

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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

h) Public housing agencies, including those in Moving To Work (MTW) demonstration, of their obligation to comply with non-discrimination and equal opportunity laws and implementing regulations including those in (24 CFR § 5.105 (a), MTW PHA's enter into an agreement with HUD to govern their participation in the MTW demonstration. This agreement termed the Standard MTW Agreement reinforces the ability of laws and regulations outside the 1937 Act, including those related to civil rights for MTW PHA's.

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.

1.1.3(a). Limited English Proficiency (LEP)

1. Executive Order 13166

Executive Order 13166 (EO 13166) seeks to eliminate to the extent possible, limited English proficiency (LEP) as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities. Persons qualify as LEP when they have limited ability to read, write, speak or understand English. EO 13166 requires recipients of federal financial assistance to take reasonable steps to ensure access in their programs and activities to their LEP applicants and beneficiaries in compliance with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964.

1.1.4 Violence Against Women Act (VAWA))

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 public housing assistance based on acts of such violence against them.

2. 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 as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving rent monies, or by other persons against an adult or youth who is protected from that persons act under the domestic or family violence laws of the jurisdiction. A convicted abuser may not follow the victim into another state, nor may a convicted abuser force a victim to move to another state. Protective orders can be fully enforced in another jurisdiction.

3. Confidentially and Privacy Rights of Domestic and Sexual Violence Victims

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.
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.

e) Any eviction or termination of assistance, as provided in paragraph (d) (3) of this section (§5.2005 VAWA Protections Subpart L) should be utilized by a PHA, owner, or management agency only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to the particularized concerns about individual residents.

4. 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.

a. 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.

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.

b. 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.

c. 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 Deconcentration of Poverty

It is the policy of the Gary Housing Authority to provide for deconcentration 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.

EQUAL HOUSING OPPORTUNITY

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 deconcentration 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:

EQUAL HOUSING OPPORTUNITY

DECONCENTRATION INCENTIVES

GHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration 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 deconcentration 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

If in making the offer to the family GHA skipped over other families on the waiting list in order to meet the deconcentration goal or offered the family any other deconcentration 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 deconcentration 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 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)];

c) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26];

d) Take any action that would result in a fundamental alteration in the nature of the program [24 CFR § 8.24 (a) (2)]; and

e) Take any action that would result in an undue financial and administrative burden on the Authority [24 CFR § 8.24 (a) (2)].

1.4 Office, Facility, and Program Accessibility

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

Documents and presentations intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments.

For applicants or residents who have limited reading skills, staff will read and explain documents that are normally handed out to be read or completed (24 CFR § 8.6).

At the point of initial contact, the Gary Housing Authority staff will ask all applicants whether they require some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, enlarged printed materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials. Should an alternate form of communication be required, applicant must provide GHA prior notification (24 CFR § 8.6).

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

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

a) **Marketing and informational materials;**

b) **Information about the application process;**

c) **The application form;**

d) **All form letters and notices to applicants and residents;**

e) **General statement about reasonable accommodation;**

f) **Orientation materials for new residents;**

g) **The lease and house rules;**

h) **Guidance or instructions about care of the housing unit;**

i) **Information about opening, updating or closing the waiting list, and**

j) **All information related to applicant's rights.**

1.5 Marketing and Informational Materials

1.5.1 The Gary Housing Authority will conduct outreach activities as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts are determined by the level of vacancy at GHA sites, availability of units through turnover, and waiting list characteristics. The Gary Housing Authority will periodically assess these factors in order to determine the need for and scope of any marketing efforts.

1.5.2 Marketing and informational materials will be subject to the following:

a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, and other requirements. (24 CFR § 110);

b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;

c) Marketing materials will make clear who is eligible: low income individuals, families who may be elderly and or disabled, and families eligible because of mixed income requirements;

d) Marketing material will be written in simple, clear language;

e) Marketing materials will clearly describe the Gary Housing Authority' responsibility to provide reasonable accommodations to people with disabilities; and

f) An effort will be made to target all agencies that serve and advocate for potentially qualified applicants (*e.g.* the disabled, to ensure that accessible/adaptable units are used by people who can best take advantage of their features).

SECTION 2
ELIGIBILITY FOR ADMISSION

2.1 Eligibility Requirements

1. The Gary Housing Authority will admit only eligible applicants.
2. An applicant is eligible by meeting all of the following criteria:

a) Is a family or a single person, as defined in this policy (24 CFR § 5.403);

b) Heads a household in which at least one member is either a citizen or an eligible immigrant (24 CFR § 200, and §5.500 through 5.528);

c) Has an Annual Income at the time of admission that does not exceed the income limits for admission as established annually by the U. S. Department of Housing and Urban Development [(24 CFR § 5.405(a)].

d) Provides a 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

2.3.1. PHAs are encouraged to find a balance between allowing ex-offenders to return to HUD subsidized housing and reunite with their families and maintaining the safety of all residents in the programs. Research shows that ex-offenders who do not find stable housing in the community are more than likely to re-offend than those who do. The majority of people released from prison intend to return to their families, many of whom live in public or other subsidized housing.

HUD regulations only require PHAs to establish lifetime bans on admission to the public housing and housing choice voucher programs for:

1) Individuals who have manufactured or produced methamphetamine while on the property of federally assisted housing; and

2) Sex offenders subject to a lifetime registration requirement under a state sex offender registration program.

3) Child Sex offenders who live in Public Housing or Housing Choice Voucher programs cannot be housed within 1000 feet of school property, not including property of an institution providing post secondary education, a youth program center or a public park or establish residence within one (1) mile of the residence of the victim of the offender. (IC 35-42-4-11)

When making determinations concerning applicant eligibility, GHA may consider whether the applicant household member in question can demonstrate that:

1. They have successfully completed a supervised drug or alcohol rehabilitation program and are no longer engaging in illegal use of a controlled substance or abuse of alcohol; or

2. They have been otherwise rehabilitated successfully and are no longer engaging in illegal use of a controlled substance or abuse of alcohol; or

3. They are participating in a supervised drug or alcohol rehabilitation program and are no longer engaging in illegal use of a controlled substance or abuse of alcohol; or

4. For persons who previously have been evicted from public housing for drug-related criminal activity, that the circumstances leading to the eviction no longer exist **(42 USC 1437d).**

SECTION 3
PROCESSING OF APPLICATIONS

GHA accepts and processes all applications in accordance with applicable HUD Regulations.

3.1 Application Process

Applications will be available and can be completed at all developments.

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
   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 as determined by returned first class mail and non-responsiveness to telephone calls. Applicants will have two (2) weeks from date of notice to respond. The applicants on the Waiting List will be purged after the family fails to respond to a written invitation to attend an eligibility appointment or when the written invitation is returned by the post office and marked "undeliverable."

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 by posting flyers at housing sites and central offices and also posting in local media outlets.
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. The notices will be posted in the Post-Tribune. The Minority media that a notice is sent to is The Gary Crusader. Each site will determine times and may set appointments to accept applications so that the offices will continue to operate effectively.
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

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 deconcentration of poverty and income –mixing goals.
3. **Working preference (24 CFR 5,415)** is 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. If the applicant's employer reduces the work hours to less than 20 hours per week, then it is the applicant's responsibility to notify the property manager. It would then be the option of the applicant to engage

in other work activity such as Community Service with the developments, as defined under 24 CFR 5.603.

These preferences are extended equally to an applicant whose head and spouse, or sole member is age 62 or older, or is a person with disabilities. Applicants also qualify for this preference by 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 working preference includes adult family members 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.

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.**

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.

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.

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, and HOME units. Only families meeting the income requirements for these units will be admitted.

SECTION 6

EVALUATING FINAL ELIGIBILITY

6.1 Applicant Interviews and Verification Documents

1. **GHA will schedule applicant interviews as families approach the top of the waiting list. In this interview, the following items will be verified to determine qualification for admission into public housing:**
   a) Family composition and type (Elderly/Disabled/Non-elderly)
   b) Annual Income
   c) Assets and Asset Income
   d) Allowance Information
   e) 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 **six** methods to verify tenant employment and income information. The methods are Up Front Verification that utilizes the HUD's EIV system, Up Front Verification on non-HUD systems, Third-Party Written Verification, Third Party Verification Form, Oral Third Party Verification, and the Tenant Declaration will

be used as a last resort. The following verification techniques are listed from the highest to the lowest.

7. GHA will verify applicant claims by: Upfront Income Verification utilizing the HUD's (EIV) system. This verification technique is mandatory.
8. When up-front verification utilizing the HUD's (EIV) system is not available, the GHA will utilize the Upfront Income verification non-HUD system. This verification technique is optional. When the Upfront Income verification non-HUD is not available, the GHA will utilize the Written Third Party Verification provided by the tenant. (Example: pay stubs, payroll summary reports, bank statements, TANF, etc.)
9. When the Written Third Party Verification is not available, the GHA will utilize the Written Third Party Verification form. This form is mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation.
10. When Third Party Verification form is not available, the GHA will utilize the Oral Third Party Verification. This verification technique is mandatory when the written third party verification is not available.
11. The Oral Third Party Verification becomes mandatory if the written third party verification is not available.
12. The Tenant Declaration will be used as the last resort when unable to obtain any type of third party verification.

6.2 Applicant Screening Criteria

1. GHA will determine the acceptability of applicants based on the following screening criteria established in accordance with HUD's regulations (24 CFR Part 960). GHA will preclude admission of applicants whose habits and practices may be expected to have a detrimental effect on other residents or the development's environment. Applicants must demonstrate the ability to comply with essential provisions of the lease as summarized below. Applicants will be denied admission if unable to demonstrate ability to meet these requirements.
2. All applicants must demonstrate through an assessment of current and past behavior the ability:
   a) To pay rent and other charges as required by GHA in a timely manner;
   b) To care for and avoid damaging the unit and common areas;
   c) To use facilities and equipment in a reasonable way;
   d) To create no health, or safety hazards, and to report maintenance needs;
   e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
   f) Not to engage in any activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff;

g) To comply with necessary and reasonable rules and program requirements of HUD and GHA;

h) To successfully complete a self-sufficiency program in accordance with the 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. Applicants and participants (including each member of the household) are required to disclose his/her assigned Social Security Numbers (SSNs), Social Security (SS) and Supplemental Security Income (SSI) Benefits , at time of application for rental assistance programs and during mandatory reexamination of household income, as a condition of initial or continuing eligibility for participation in any HUD rental assistance program.

Acceptable evidence of the SSN Documentation:

a. An original SSN card issued by SSA

b. An original SSA-issued document, which contains the name and SSN of the individual: or

c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

Unacceptable evidence of the SSN Documentation:

1. The document is not an original document; or

2. The original document has been altered, mutilated, or not legible; or

3. The document appears to be a forged document (i.e. does not appear to be authentic).

The intent of this statutory provision was to afford the Department of Housing and Urban Development the opportunity to ensure that the level of benefits provided on behalf of the family is valid. This provision was also used to prevent fraud and abuse within rental assistance programs. The names and social security numbers of an individual is to validate his/her identity. The EIV system is used to verify employment and income information. EIV is a system that ensures duplicate assistance is not being paid. This allows HUD, program administrators and auditors to determine compliance with program requirements. Compliance will be used to determine the eligibility and level of assistance a family is to receive. This notice prescribes the procedures and clarifies the requirements for disclosure, documentation and verification of SSNs. This section explains the procedures and standards for verification of income, assets, allowable deductions, family status, and changes in family composition. GHA will obtain proper authorization from the family before requesting information from independent sources.

7.1 Methods of Verification and Time Allowed [24 CFR 982.516]

All required information will be verified using four methods of verification, Third-Party Written, Third-Party Oral, Up Front Income Verification (UIV/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.

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 on a monthly basis (reference Zero Income Verification Form Appendix VIII page 352 of Public Housing Occupancy Guidebook) to determine that various 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.

    - 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).

- **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.

    - **Full-time Student Status** – A full time student is defined as a person who is attending school or vocational training on a full-time basis (24 CFR 5.603).

    Determination and Verification of Eligibility

    1. The student must be of legal age or an emancipated minor under the state law.

    Gary Housing Authority must obtain proof of age such as a valid driver's license, identification card issued by a federal, state, or local agency, identification issued by a medical insurance company, birth certificate, or other form of identification, as determined by Gary Housing Authority.

    2. The student must be income eligible for admission to public housing/HCV programs (24 CFR 960.201 and 982.201)

    Gary Housing Authority must verify all sources of reported family income, in accordance with 24 CFR 960.259 and 982.516.

    3. Each college student within a household must provide a *written/signed certification* that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support.

    Gary Housing Authority must verify, via independent third-party verification, all amounts anticipated to be received outside of the family during the 12-month period following admission and the effective date of the annual reexamination.

    4. The college student must have established a household separate from his/her parents or legal guardians for at least *one year* prior to applying to public housing, voucher, or certificate programs.

    Gary Housing Authority must obtain evidence of separate households by reviewing/verifying the address information that predates the student's application by a minimum of *one* year.

    5. The college student *must not be claimed* as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return.

Gary Housing Authority will obtain evidence by requesting a copy of the college student's Form 1040EZ, 1040A, or 1040 tax returns for the prior year. Check the box that asks whether the student's parent (or someone else) can claim him/her on their tax return (See box "5" for Form 1040EZ and box "6a" for Forms 1040A and 1040). The PHA may also, if practicable, review the college students parents' or guardians' tax returns. The college student must supply any information that Gary Housing Authority or HUD determines is necessary in administration of public housing, voucher, or certificate programs (24 CFR 960.259 and 982.551)

- **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.

EQUAL HOUSING OPPORTUNITY

- **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 match 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.

Protections for Victims of Domestic Violence, Dating Violence or Stalking

1. *Selection*: When an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking this is not appropriate basis for denial of program assistance or for admission for a qualified applicant.
2. *Lease Terms Regarding Termination*: If an incident or incidents of actual or threatened domestic violence, dating violence, or stalking occurs, this will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence. This will not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of such violence.
3. *Termination of Assistance/Eviction*: Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of the tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking.
4. 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 as a spouse, by a person similarly situated to a spouse of 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.

5. The victims are protected as provided in Violence Against Women and Department of Justice Reauthorization Act of 2005, as amended by the U.S. Housing Act of 1937
6. *Notice of VAWA protections:* GHA must provide notice to public housing tenants of their rights under VAWA, including the right to confidentiality and the exceptions.

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)].

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 are 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.

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.

Utility Reimbursement Payment

1. Utility reimbursement payments will be made on a monthly basis. The reimbursement check will be made out to the tenant.

2. 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 site and elderly/near elderly high rises.
2. $125.00 for scattered sites.
3. $100.00 for Public Housing Developments

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the second deposit is less, the difference will be refunded to the family.

10.9 Information Provided to Households

The following information shall be provided to families to permit them to make an informed choice as to whether they want to pay an income based rent or a flat rent:

1. The dollar amounts of tenant rent under each rent option.

2. GHA's policies on converting from income based rent to flat based rent.

3. Should the household elect to pay a flat rent, utility allowances and utility reimbursement payments do not apply.

SECTION 11

ANNUAL AND INTERIM EXAMINATIONS

11.1 Income Based Rent Requirements

Families electing to pay income based rent must be reexamined at least annually to 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 © & (o)].

2. **If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described 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:

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.
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.

All applicants and program participants are to acknowledge and sign the Debts Owed to PHA's &Termination Notice: (HUD-52675)

1. The following information is collected about each member of your household: full name, date of birth and Social Security Number.

2. The following adverse information is collected once your participation in the housing program has ended; whether you voluntarily or in-voluntarily move out of an assisted unit:

- Amount of any balance you owe the PHA up to $500,000.
- Explanation for balance owed due to unreported income.
- Retroactive rent due to unreported income.
- Damages, utility charges, etc; and
- Whether or not you have entered into a repayment agreement for amount that you owe the GHA.
- Whether or not you have defaulted on a repayment agreement; and
- Whether or not the PHA has obtained a judgment against you; and
- Whether or not you have filed bankruptcy; and
- The negative reason (s) for your end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

SECTION 12

ANNUAL AND ADJUSTED INCOME

12.1 Annual Income (24 CFR § 5.609)

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member age 18 years or older including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below or is specifically excluded from income by another federal statute. Annual income includes but is not limited to:

1. The full amount before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered as income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

   Where the family has Net Family Assets in excess of $5,000. Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. Except delayed or deferred periodic payment of social security or supplemental security income benefits;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. All welfare assistance payments received by or on behalf of any family member.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the dwelling; and
8. All regular pay, special pay (not including pay for exposure to hostile fire), and allowances of a family member in the Armed Forces.
9. Regular contributions and gifts.
10. Relocation payments.

12.2 Items Excluded in Annual Income [24 CFR §5. 609]

Annual Income does not include and it is not limited to the following, or any future changes in the regulation(s):

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum or delayed additions to family assets, such as inheritances, insurance payments, (including payments under health, and accident insurance, and worker's compensation) capital gains, and settlement for personal property losses; (but see paragraphs A.4 and A.5 above if the payments are or will be periodic in nature);
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
9. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
10. A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month per person) received by a GHA resident for performing a

service for GHA, on a part-time basis, that enhances the quality of life in public housing.

11. Temporary, non-recurring, or sporadic income (including gifts);
12. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
13. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
14. Adoption assistance payments in excess of $480 per adopted child;
15. Preferred periodic payments of supplemental security income and social security benefits;
16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.

12.3 Disallowances of Increase in Annual Income

Wages for employment of family members may be excluded from annual income under the following conditions:

1. A family's annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment.
2. A family's annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program.
3. A family's annual income increases as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families, provided that the total amount over a six month period is at least $500.00
4. During a cumulative twelve month period beginning on the date that a family member is first employed or the family first experiences an increase in annual income attributable to employment, the full amount of the difference between the new employment income and any previous income of that family member shall be excluded from annual income for calculation of rent.

5. During the second cumulative twelve month period after the date that a family member is first employed or the family first experiences an increase in annual income attributable to employment, one half (50%) of the difference between the new employment income and any previous income of that family member shall be excluded from annual income for calculation of rent.

6. The disallowance of increases in income under this section, are limited to a maximum lifetime period of 48 months. However, during this lifetime period, full exclusion is limited to 12 months and the 50% exclusion is limited to another 12 months as described above.

7. Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

12.4 Training Income

Federal regulations contain special provisions related to the treatment of income received from training programs when determining annual income, as follows:

1. The earnings and benefits to any family member resulting from participation in a program providing employment training and supportive services in accordance with the Family Support Act; or any comparable federal, state or local law are excluded from annual income during the exclusion period.

2. The exclusion period means the period during which the family member participates in a program described, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program.

3. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

4. If the family member is terminated from employment with good cause, the exclusion period shall end.

5. A comparable federal, state or local law means a program providing employment training and supportive services that is authorized by a federal, state, or local law, funded by the federal, state or local government; is operated or administered by a public agency; and has as its objective to assist participants in acquiring employment skills.

6. Incremental earnings and benefits resulting to any family member from participation in a state or local employment training program (including training programs not affiliated with local government) are excluded from annual income only for the period of time during participation in the employment training program.

7. Incremental amounts excluded under these provisions must be received under employment training programs with clearly defined goals and objectives.

12.5 Reduction in Welfare Benefits

If a family receiving welfare benefits has a reduction in such benefits as the result of the following actions or failure to act on the part of the family, then the amount of the welfare benefits shall be imputed and included in annual income:

- Fraud by a family member in connection with the welfare program,
- Sanctions by the welfare agency against the family for noncompliance with a requirement to participate in an economic self-sufficiency program.

Welfare reduction does not include reduction or termination as the result of expiration of a lifetime limit on payments of benefits, inability of a family member to obtain employment or because a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount the family would have not received had they received a reduction in welfare benefits for the reasons identified above. The amount of the imputed welfare benefit is offset by any additional income a family receives that commences after the welfare sanctions were imposed. The imputed welfare income is reduced to zero when the additional income equals the amount of the total welfare benefits.

12.6 Anticipating Annual Income (24 CFR § 5.609)

Annual income shall be anticipated utilizing current circumstances, unless verification forms indicate an imminent change in income. GHA will average all known sources of income that vary to determine annual income.

12.7 Adjusted Income (24 CFR § 5.611)

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions.

1. **For All Families**

a) Child Care Expenses — **A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed. BUT ONLY when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted cannot be reimbursed expenses and shall not exceed:**

1) **The amount of income earned by the family member enabled to work; or**

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2) **An amount determined to be reasonable (for the hours of class attendance and adequate time for commuting to the educational facility) when the expense is incurred to permit education.**

b) **Dependent Deduction** — An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

c) **Disability Expenses** — a deduction of amounts not reimbursed paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

1) **Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually disabled, and equipment added to cars and vans to permit their use by the disabled family member.**

2) **<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.

1) **<u>For elderly families without disability expenses:</u> The amount of the deduction shall equal total medical expenses less three percent of annual income.**

2) **<u>For elderly families with both disability and medical expenses</u>: the amount of the deduction is calculated as described in paragraph 1.c) above.**

b) Elderly/Disabled Household Exemption: **An exemption of $400 per household, see Definitions in the next section.**

SECTION 13

TRANSFER POLICY

The Gary Housing Authority will implement this policy to transfer a household from the household's current unit to another unit of suitable size and type located in a building other than the building where the family currently resides. This transfer policy does not apply to persons requiring reasonable accommodations because of a disability. GHA will make reasonable accommodations for persons with disabilities as described in Section 1 of this Admissions and Occupancy Policy, Nondiscrimination and Accessibility.

13.1 Emergency Transfers

Emergency transfers are transfers which are implemented when unit or building conditions pose an immediate threat to resident life, health, or safety as determined by GHA or a governing body with jurisdiction over such matters, or a federal, state or local court. The following procedures will govern emergency transfers.

1. Emergency transfers shall not be limited to transfer within the same public housing community and may require transfer to another public housing and/or mixed income site. 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.

Community Service is "The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community, Community service is not employment and may not include political activities." (See 24 CFR 960.601(b) definition of Community Service).

Community service volunteer work and economic self-sufficiency requirements mandate that each non-exempt adult household member (18 years or older) shall either contribute 8 hours per month of community service within his or her community, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR 960.603(a)). The requirements can also be met by a combination of 8 hours of community service and participation in an economic self-sufficiency program. At least 8 hours of activity must be performed each month (see 24 CFR 960.603(a)). An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The PHA will determine whether to permit a deviation from the schedule (see 24 CFR 960.605).

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 GHAs 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.

Community Services: Eligible community service activities include, but are not limited to, work at:

A. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes,

recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

B. Nonprofit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
E. PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHAs insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board; and,
F. Care for the children of other residents so parents may volunteer.

PHAs may form their own policy in regards to accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.

Self-Sufficiency: Eligible self-sufficiency activities include, but are not limited to:

A. Job readiness or job training;
B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor) or other training providers;
C. Higher education (junior college or college);
D. GED classes;
E. Apprenticeships (formal or informal);
F. Substance abuse or mental health counseling;
G. Reading, financial and/or computer literacy classes;
H. English as a second language and/or English proficiency classes;
I. Budgeting and credit counseling; and,
J. Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF).

Exempt Residents: Exemptions for adult residents unable to participate, as codified at 24 CFR 960.601, include persons who are:

A. 62 years or older;
B. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c),

1. who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
2. is a primary caretaker of such individual;

C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

1. Unsubsidized employment;
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job-training;
6. Job-search and job-readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,

12. The provision of childcare services to an individual who is participating in a community service program;

A. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,

B. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

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)**

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)

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).**

Bifurcate - means , with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family member's lease and occupancy rights are allowed to remain intact.

Dating Violence – means violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2. Where the existence of a such a relationship shall be determined based on a consideration of the following factors:

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

Domestic Violence - includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by the person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of 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 act sunder the domestic or family violence laws of the jurisdiction.

Care attendant - a person that regularly visits the unit of a GHA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by GHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

Citizen - a citizen (by birth or naturalization) or national of the United States **(24 CFR § 5.504).**

Co-head of household - a household where two persons are held responsible and accountable for the family.

Continued Assistance - a mixed family may receive continued housing assistance (full housing benefits instead of pro-rated rent) if: the head of household or spouse has citizenship or eligible immigration status (as of November 29, 1996), and the family composition consists of: the children of the head of household and/or spouse and the parents of head of household and/or spouse **(24 CFR § 5.518).**

Dependent - a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled or a full-time student **(24 CFR § 5.603).**

Designated Family - means the category of family for whom GHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act **(24 CFR § 945.105).**

Designated Housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with a HUD approved allocation plan **(24 CFR § 945. 105).**

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.

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.

Immediate family member – means, with respect to a person:

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

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.

   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;
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.

Stalking – means:

(1) (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass
intimidate another person; or

(ii) 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

(i) That person,

(ii) A member of the immediate family of that person, or

(iii) The spouse or intimate partner of that person.

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).

VAWA - means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C.143d and 42 U.S. 1437f). **Federal Register** / Vol. 75, No. 207 / Wednesday, October 27. 2010 / Rules and Regulations. HUD Programs: Violence Against Women Act Conforming Amendments. October 27, 2010 (Housing & Urban Development Documents and Publications/ContentWorks via COMTEX). EFFECTIVE DATE: November 26, 2010.

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:
1.5 Housing Choice Voucher
Administrative Plan

Housing Authority of the City of Gary, Indiana

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Housing Choice Voucher Administrative Plan

Last Revised October 20, 2011

Gary Housing Authority
Administrative Plan Update
Summary of Revisions

The Administrative Plan was reviewed by HUD to ensure it remains consistent with all applicable HUD rules and regulations and actual operating practices. No material revisions to current operating practices are needed at this time. No language was deleted, only new language was added. The following summarizes the key updates:

Chapter	Summary of Revision
Chapter 1	Additional information regarding records retention and the protection of personal information was added.
Chapter 4	The following language was added to clarify how the Waiting List shall be maintained, "The Waiting List shall be maintained in accordance with Chapter 3. The Waiting List shall be kept in Lottery Order with families from Group A being selected in order. Once the entire group A has been exhausted, Group B shall be selected in Lottery Order."
Chapter 7	Language was added to clarify how GHA will use the EIV system in instances where the participant is disputing the information in the EIV system.
Chapter 8	The list of items provided at the tenant briefings was expanded to include a listing of agencies that investigate fair housing complaints, the HUD Pamphlet "What you should know about EIV," and HUD form 52675, "Debts Owed to PHAs and Termination Notice."
Chapter 13	Language was added describing circumstances under which GHA can deny a portability move due to a lack of funding, how such a determination shall be made, and how participants shall be notified of such a decision.
Chapter 16	Language was added to incorporate the provisions of HUD Notices 2009-17 and 2009-52 which address tenant rights, owner responsibilities, and PHA requirements when an assisted unit is subject to foreclosure.
Chapter 17	Language was added to clarify that any debts owed to GHA will be reported in the EIV system and that debts owed to other PHAs can result in the termination or denial of assistance.
Chapter 20	Language pertaining to the use of various EIV reports to detect and investigate fraud was added. Further, information regarding how to refer fraud to the HUD Office of Inspector General was also added.

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

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SECTION 1
STATEMENT OF POLICIES AND OBJECTIVES

General

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

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

Jurisdiction

The jurisdiction of the Gary Housing Authority Housing Choice Voucher Program is the legal boundaries of the City of Gary and any community within five miles of the city boundries.

Housing Authority Mission Statement

The Gary Housing Authority's Mission is to be the premier affordable housing agency of the city of Gary; providing affordable housing opportunities in a manner that promotes individual and family self-sufficiency while maintaining the highest standards of integrity, productivity and compliance with established federal and local guidelines and policies.
Program Goals [24 CFR 982.1]

Purpose Of The Plan [24 CFR 982.54]

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

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

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead Based Paint
- 24 CFR Part 100: Non-discrimination, Handicap

- 24 CFR Part 982: Housing Choice Voucher Tenant-Based Assistance
- 24 CFR Part 985: SEMAP

Rules And Regulations [24 CFR 982.52]

This Administrative Plan is set forth to define GHA's local policies for operation of the housing programs in the context of Federal laws and regulations. Such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law, governs all issues related to Housing Choice Voucher not addressed in this document. If the current guidance conflicts with any existing regulation, notice, or other guidance, its provisions shall prevail.

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

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

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

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

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

The Gary Housing Authority shall not:

a) Deny any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs;

b) Provide housing which is different from that provided others;

c) Subject a person to segregation or disparate treatment;

d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

e) Treat a person differently in determining eligibility or other requirements for admission;

f) Deny a person access to the same level of services.

Addressing Barriers to Equal Housing Opportunities

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

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

Office, Facility, and Program Accessibility

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

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

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

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

a) Marketing and informational materials

b) Information about the application process

c) The application form

d) All form letters and notices to applicants and participants

e) General statement about reasonable accommodation

f) Briefing materials for applicants

g) All information related to applicant's rights

Providing Information to Applicants with Limited Comprehension

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

Reasonable Accommodations (24CFR 100.202)

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

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

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

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

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

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

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

Undue Burden

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

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

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

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

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

Translation Of Documents

GHA has not identified any group of persons constituting 5% or more of the HCV program size requiring translation services.

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

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

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

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

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

Family Outreach

GHA will publicize the opening of the Housing Choice Voucher Program waiting list in a newspaper of general circulation, minority media, and by other suitable means when there are insufficient applicants to maintain full program utilization. The closing of the waiting list will be similarly publicized.

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

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

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

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

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

GHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choice and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside the PHA's jurisdiction and given a list of

landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.

Records Retention

All program records shall be retained in accordance with PIH Notice 2010-15 and GHA's Records Retention Policy.

The Privacy Act requires that GHA maintain only such information about individuals that is relevant and necessary to accomplish its purpose. The Privacy Act also requires that the information be maintained in systems or records – electronic and paper – that have the appropriate administrative, technical, and physical safeguards to protect the information, however current.

GHA shall:

1. Limit Collection of PII (Personal Information) to only that needed for program purposes and shall not collect such information without the proper authorization.

(2) Staff shall only share or discuss sensitive PII with those personnel who have a need to know for purposes of their work and shall no distribute or release sensitive PII to other employees, contractors, or other third parties except as authorized, proper and necessary.

(3) Staff shall avoid discussing sensitive PII if there are unauthorized personnel, contractors, or guests in the adjacent cubicles, rooms, or hallways who may overhear conversations.

(4) All meetings shall be held in a secure spaces.

(5) Tenant Files, hard copy and electronic, shall be properly secured at all times.

(6) Staff shall not be prohibited from removing program files from the premises.

(7) Records shall be destroyed when retention periods are met per applicable statutes and the GHA Records Retention Policy.

SECTION 2
ELIGIBILITY FOR ADMISSION

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

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

Eligibility Factors (24CFR 982.201(b)

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

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

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

Local Preferences

All applicants shall be provided the opportunity to claim a local preference at the time of initial application or at any time while on the waiting list. 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.

Placement on Waiting List

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

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

Family Composition [24 CFR 982.201 (c)]

The applicant must qualify as a family as follows:

1. One or more persons sharing residency, whose income and resources are available to meet the family's needs.

2. A single person family may be: an elderly person; a displaced person; a disabled person; or any other single person.

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

Children in Foster Care

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

Head of Household

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

Co-Head

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

Live-in Attendants

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

- Is determined by GHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

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

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

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

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

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

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

Split Households Prior to Voucher Issuance

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

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

Multi-generational Families

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

Joint Custody of Children

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

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

The following income restriction provisions apply to applicants for admission to the Housing Choice Voucher Programs:

- An applicant must be a very low-income family, which is defined as a family whose annual income does not exceed 50% of the area median income.
- Applicants in excess of the very low-income limits but within the low income limits (80% of the area median income) will only be admitted based on the following criteria:
    - A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance.
    - A low-income family displaced by rental rehabilitation activity under 24CFR part 511.
    - A low-income non-purchasing family residing in a project subject to homeownership program under 24CFR 248.173.
    - A low-income or moderate-income family that is displaced as a result of a prepayment of a mortgage or voluntary termination of mortgage insurance contracts under 24 CFR 248.165.
    - A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.
- To determine if the family is income-eligible, GHA will compare the Annual Income of the family to the applicable income limit for the family's size.
- Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.
- 75% of all newly admitted applicants must fall within 30% of the area median income.

Mandatory Social Security Numbers [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers (SSN) for all family members prior to admission, if the Social Security Administration (SSA) has issued them a number. This requirement also applies to persons joining the family after admission to the program. This provision does not apply to household members who are not claiming valid immigration status (pro-rated assistance applies).

Failure to furnish verification of social SSNs as required is grounds for denial or termination of assistance.

All existing program participants are also required to disclose a SSN, except persons who as of January 31, 2010, were existing program participants 62 years of age or older.

A new person age six or older cannot be added to an assisted household until the SSN has been disclosed. If a new person under the age of 6 is added to the household, the proof of SSN must be provided within 90 days of admission to the program. An extension may be granted in limited circumstances if a delay is caused by natural disaster, fire, death in family, or other extenuating circumstances. Failure to provide the documentation as required is grounds for termination of the household from the program.

Families may remain on the Waiting List without disclosing their SSN until such time as the reach the top of the list. Once a family is notified that they have reached the top of the waiting list, they shall have 60 days to provide acceptable SSN documentation or they will be removed from the Waiting List and not be considered eligible for program participation.

Families participating in the Mod Rehab program are permitted 90 days, plus one 90 day extension, to provide proper SSN documentation.

The only acceptable proof of a SSN is:

1. An original SSN card issued by the SSA.
2. An original SSA issued document which includes the individuals SSN.
3. An original document issued by a federal , state, or local governmental agency which includes the individual's SSN.

All paper documentation used to verify the SSN must be destroyed via shredding.

A SSA benefit letter dated within 60 days of the request for information is valid proof of benefit amounts.

Citizenship/Eligible Immigration Status [24 CFRPart 5, Subpart E]

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

follows:

- **Mixed Families** - A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Assistance to such applicant families will be prorated and applicants will be notified accordingly.

- **All members Ineligible** - Applicant families that include no eligible members are not eligible for assistance. Such families will be denied admission.

- **Non-citizen students**- Defined by HUD in the non-citizen regulations and not eligible for assistance.

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

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

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

- The family must not have violated any family obligation during a previous participation in the Housing Choice Voucher program for 3 years prior to final eligibility determination.

- No family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the last three years prior to final eligibility determination for the first offence.

- The family must pay any outstanding debt owed to GHA or another PHA in connection with Housing Choice Voucher or public housing assistance under the 1937 Act within 15 working days of HA notice to repay.

- No member of the family may have engaged in drug related or violent criminal activity for three years prior to final eligibility determination.

    - To determine whether this has occurred, GHA will check criminal history for all adults in the household to determine whether any member of the family has been arrested and/or convicted of violent or drug-related criminal activity within three years prior to final eligibility determination.

- No family member may have been evicted from public housing for any reason during the last three years prior to final eligibility determination.

- No family member may have engaged in or threatened abusive or violent behavior toward HA personnel for three years prior to final eligibility determination.

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

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

Tenant Screening [24 CFR 982.307)]

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

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

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

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

Changes In Eligibility Prior To Effective Date Of The Contract

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

Ineligible Families

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

SECTION 3
APPLYING FOR ADMISSION

General [24 CFR 982.204]

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

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

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

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

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

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

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

GHA shall give a waiting list preference to persons who live or work within the jurisdiction of the GHA HCV Program. This preference shall be granted to all elderly and disabled applicants. GHA will select families based on the following:

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

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

mail that the application has been denied.

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

Applicant Status While On Waiting List [CFR 982.204]

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

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

Time Of Selection [24 CFR 982.204]

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

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

Requirement to Attend Interview

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

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

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

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

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

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

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

Verification [24 CFR 982.201(e)]

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

Final Determination And Notification Of Eligibility [24 CFR 982.201]

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

SECTION 4
MANAGING THE WAITING LIST

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

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

Waiting List [24 CFR 982.204]

GHA will maintain three waiting lists for the Housing Choice Voucher Programs as follows:

1. Housing Choice Vouchers
2. Housing Choice Voucher Project Based Assistance and Moderate Rehabilitation, maintained by each site manager.
3. Housing Choice Voucher Homeownership

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

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

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

The Waiting List shall be maintained in accordance with Chapter 3. The Waiting List shall be kept in Lottery Order with families from Group A being selected in order. Once the entire group A has been exhausted. Group B shall be selected in Lottery Order.

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

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

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

- Vouchers received for demolition or disposition of a public housing project;
- Vouchers received for multifamily rental housing projects when HUD sells, forecloses or demolishes the project;
- Vouchers received for "opt-out" of FHA insured multi-family projects;
- Project-based Housing Choice Voucher HAP contracts at or near the end of the HAP contract term that convert to tenant based vouchers;

Targeted Funding (24 CFR 982.203)

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

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

Income Targeting

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

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

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

The waiting list will be purged periodically to ensure that it remains current and accurate. A notice of continued interest will be mailed to all applicants requesting a response within 10 days. In addition,

GHA will place an ad in newspapers of general circulation and notify service agencies of the purge project when it is underway to assure that all pending applicants are aware of the need to respond appropriately.

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

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

SECTION 5
SUBSIDY STANDARDS

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

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

Determining Voucher Size [24 CFR 982.402]

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

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

- Single person families shall be allocated one bedroom.

- If the family selects a smaller unit than the size allocated on the voucher, the voucher size will be adjusted to reflect the actual size of the unit the family selected.

- If the family selected a larger unit that the size allocated on the voucher, the voucher size will not be adjusted and will remain the same as long as the family composition remains the same.

Guidelines for Issuance of Vouchers

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

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

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

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

Changes in Voucher Size

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

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

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

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

Unit Size Selected [24 CFR 982.402(c)

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

- **Subsidy Limitation**: The family unit size as determined under the subsidy standards for a family assisted in the voucher program is based on the adopted payment standards. The payment standard for a family shall be the *lower of*:
  - The payment standard amount for the family unit size; or
  - The payment standard amount for the unit size rented by the family.

- **Utility Allowance**: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.

- **Housing Quality Standards**: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

Housing Quality Standards
Maximum Occupancy in Units Selected

Unit Size	Maximum Occupants
0	2
1	4
2	6
3	8
4	10
5	12
6	14

SECTION 6
TOTAL TENANT PAYMENT

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

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

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

Income And Allowances [24 CFR 5.609]

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

- **Income**: Includes all monetary amounts, which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted.

- **Annual Income:** Defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

- **Adjusted Income:** Defined as the Annual income minus any HUD allowable expenses and deductions.

- **Allowable deductions:**

  - ✓ Dependent Allowance: $480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

  - ✓ Elderly/Disabled Allowance: $400 per family for families whose head or spouse is 62 or over or disabled.

- ✓ Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

- ✓ Child Care Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment. Cannot exceed the amount of earned income and must be reasonable based on comparative costs in the community.

- ✓ Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

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

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

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

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500.

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

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

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

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

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

Exclusions of Income shall be calculated as follows:

- **Initial Twelve-Month Exclusion** - During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.

- **Second Twelve-Month Exclusion and Phase-in** - During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the PHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.

- **Maximum Four Year Disallowance** - The earned income disallowance is limited to a lifetime 48-month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion). No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

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

- **Tracking System** - GHA will maintain a tracking system to ensure correct application of the earned income disallowance.

Minimum Rent [24 CFR 5.616]

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

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

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local financial assistance;

- The family would be evicted as a result of the imposition of the minimum rent requirement;

- The income of the family has decreased because of changed circumstances, including: loss of employment; death in the family; and, other circumstances as determined by the PHA or HUD.

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

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

Suspension of Minimum Rent

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

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

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

Temporary and long term are defined as follows:

- **Temporary Hardship** - If GHA determines that the hardship is temporary; a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

- **Long-Term Duration Hardships** [24 CFR 5.616(c)(3)] - If it is determined that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

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

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

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

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

- **Temporarily Absent**: Defined as away from the unit for more than 30 days.

- **Permanently Absent**: Defined as away from the unit for 180 consecutive days except as otherwise provided in this Chapter.

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

- **Absence Due to Full-time Student Status**: A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.

- **Absence Due to Incarceration**: If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for three (3) consecutive months. The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity. Appropriate action regarding assistance will be taken in accordance with the provisions in this plan.

- **Absence of Children Due to Placement in Foster Care**: If the family includes a child or children temporarily absent from the home due to placement in foster care, GHA will determine from the appropriate agency when the child/children will be returned to the home. If the time period is to be greater than six (6) months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the subsidy standards.

- **Absence of Entire Family**: Defined as situations when the family is absent from the unit, but has not moved out of the unit. "Absence" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, GHA may write letters to the family at the unit, telephone the family at the unit, interview neighbors, verify if utilities are in service, and check with the post office. Families are required both to notify GHA before they move out of a unit and to give GHA information about any family absence from the unit.

    - Families must notify GHA at least 30 days before moving out of the unit or no less than 15 days after leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.

    - If it is determined that the family is absent from the unit, GHA will continue assistance payments for the period of time estimated that the family will be absent but not more than six months provided that the family gave proper notice to GHA. If the family did not provide proper notice, than assistance will be terminated at the end of the month following 30 days after notification of absence.

    - In cases where the family has moved out of the unit, GHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

- **Caretaker for Children**: Defined as a person placed in an assisted unit by an appropriate certified service agency that is acting as the legal guardian for children on the lease agreement. The following criteria will apply to these situations.

- If an appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, GHA will treat that adult as a visitor for the first 120 days.

- If by the end of 120 days, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

- If the appropriate agency cannot confirm the guardianship status of the caretaker, GHA will transfer the voucher to the caretaker on a temporary basis with the condition that the caretaker must release the voucher if the original parent(s) are awarded custody at a later date.

- **Absence Due to Court Order**: If a member of the household is subject to a court order that restricts him/her from the home for more than three (3) months, the person will be considered permanently absent.

Visitors

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

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

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

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

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

Reporting Changes in Family Composition

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

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

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

Averaging Income

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

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

Minimum Income

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

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

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

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

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

Regular Contributions and Gifts (24CFR 5.609)

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

Alimony And Child Support [24 CFR 5.609]

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

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

Lump-Sum Receipts [24 CFR 5.609]

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

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

- **Prospective Calculation Methodology**: If the payment is reported on a timely basis, (as required under interim reporting requirements) the calculation will be done prospectively and will result in an interim adjustment calculated as follows: the entire lump-sum payment will be added to the annual income at the time of the interim and total tenant payment and tenant rent will be calculated accordingly.

- **Retroactive Calculation Methodology:** If the payment is not reported on a timely basis, GHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer and determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due to GHA. The family will then be required to pay this amount to GHA in full from the lump sum proceeds. Failure to make payment will result in termination of assistance.

- **Attorney Fees** - The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

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

Contributions To Retirement Funds (24 CFR 5.603(d)]

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

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

GHA will count assets disposed of for less than fair market value during the two years preceding certification or reexamination by including the difference between the market value and the actual payment received when calculating total assets if the fair market value of such assets is greater than $10,000.

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

Child Care Expenses [24 CFR 5.603]

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

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

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

- **Childcare to Work**: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

- **Childcare for School**: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

- **Amount of Expense**: The PHA will survey the local care providers in the community and collect data to serve as a guideline. If the hourly rate materially exceeds the guideline, GHA will calculate the allowance using the guideline.

- **Reimbursement**: Childcare expense cannot be reimbursable from any other source. If a divorce decree provides for joint payment of childcare, expenses will be prorated accordingly unless the assisted family provides adequate documentation as described previously.

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

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

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

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

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

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

Income Changes Resulting from Welfare Program Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7
VERIFICATION PROCEDURES

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

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

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

Methods Of Verification And Time Allowed [24 CFR 982.516]

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

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

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

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

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

(1) Computer matching agreements with a federal, state, or local government agency, or a private agency;
(2) Use of HUD's Tenant Assessment Subsystem (TASS); or
(3) Submit direct requests for income verifications to a federal, state, or local government agencies or a private agency.

- **Third-Party Written** – This method requires a written document to be sent to the source of the verification and a written response to be received via facsimile or mail service. Hand carried third party verifications are not acceptable. Verifications received electronically directly from the source are also considered third party written verifications.

- **Third-Party Oral** – This method requires an authorization form signed by the applicant or participant to be sent to the source of the verification and a GHA staff member verifies by telephone the required information and records such information on the required verification forms.

- **Review of Documents** – This method is used for documents that are hand-carried by the applicant or participant and copied at the GHA office or reviewed by staff with the information recorded and certified by staff on the requisite forms.

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

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

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

Release Of Information [24 CFR 5.230]

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

Computer Matching

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

appropriate action will be taken including termination of assistance, if warranted, in accordance with other sections of this plan.

HUD EIV System

GHA shall use EIV for the following to verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR §5.236, and PIH Notice 2010-19.

The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

GHA shall review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. EIV also provides various reports to assist PHAs with the following:

a. Identifying tenants whose reported personal identifiers do not match the SSA database;
b. Identifying tenants who need to disclose a SSN;
c. Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
d. Identifying tenants who may not have reported complete and accurate income information;
e. Identifying tenants who have started a new job;
f. Identifying tenants who may be receiving duplicate rental assistance;
g. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

HUD Income Discrepancy Program

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

contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters.

When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA, after 30 days following the date of notification, will contact the tenant by mail, asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

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

If the participant fails to respond to GHA, GHA will ask HUD to send a second letter. After an additional 30 days, GHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.

If the tenant claims a letter from HUD was not received, GHA will ask HUD to send a second letter with a verified address for the tenant. After 30 days, the PHA will contact the tenant family. After an additional 30 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.
If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the PHA and/or sign forms.

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

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

Items To Be Verified [24 CFR 982.516]

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

- All income not specifically excluded by the regulations.
- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Childcare expense where it allows an adult family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or

auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.

- Disability for determination of allowances or deductions.
- U.S. citizenship/eligible immigrant status
- Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.
- Familial/Marital status when needed for head or co-head definition.
- Verification of Reduction in Benefits for Noncompliance

    - GHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

Verification Of Income, Assets and Allowances [24 CFR 982.516]

Verification will be conducted using the following procedures:

- **Employment Income** - Verification forms request the employer to specify the Dates of employment; Amount and frequency of pay; date of the last pay increase; likelihood of change of employment status and effective date of any known salary increase during the next 12 months; year to date earnings; estimated income from overtime, tips, bonus pay expected during next 12 months.

    - The use of tenant supplied documents in conjunction with EIV shall be considered adequate verification of income.

    - In instances where the family disputes the validity of the EIV information, EIV discloses income not reported by the family, income is not verifiable by EIV, or income per the EIV system is more than $200 per month different than tenant reported income from the same source; GHA shall request third party documentation or acceptable tenant provided documents as described below.

    - Acceptable methods of verification include, in this order: employment verification form completed by the employer; check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings; W-2 forms plus income tax return forms; income tax returns signed by the family must be used for verifying self-employment income, or income from tips and other gratuities.

    - Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

    In cases where there are questions about the validity of information provided by the family, GHA will require the most recent federal income tax statements.

- **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income** - Acceptable methods of verification include, in this order: benefit verification form completed

by agency providing the benefits; award or benefit notification letters prepared and signed by the providing agency; computer report electronically obtained or in hard copy.

- **Unemployment Compensation** - Acceptable methods of verification include, in this order: verification form completed by the unemployment compensation agency; computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts; payment stubs.

- **Welfare Payments or General Assistance** - Acceptable methods of verification include, in this order: verification form completed by payment provider; written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months; computer-generated Notice of Action; computer-generated list of recipients from Welfare Department.

- **Alimony or Child Support Payments** - Acceptable methods of verification include, in this order: copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules; a notarized letter from the person paying the support; copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.

    - If payments are irregular, the family must provide: a copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules; a statement from the agency responsible for enforcing payments to show that the family has filed for enforcement; a notarized affidavit from the family indicating the amount(s) received; a written statement from an attorney certifying that a collection or enforcement action has been filed.

- **Net Income from a Business** - In order to verify the net income from a business, GHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include: IRS Form 1040, including: Schedule C (Small Business); Schedule E (Rental Property Income); Schedule F (Farm Income); if accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules; audited or unaudited financial statement(s) of the business; credit report or loan application; Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

- **Recurring Contributions** - The family must furnish a notarized statement which contains the following information: the person who provides the gifts: the value of the gifts; the regularity (dates) of the gifts; the purpose of the gifts and the

- **Zero Income Status** - Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, are not being received by the household. GHA will also request information from the Department of Labor. A credit report will also be used if information is received that indicates the family has an unreported income source.

- **Full-time Student Status** - Only the first $480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income. Financial aid, scholarships and grants received by full time students are not counted towards family income. Verification of full time student status includes: written verification from the registrar's office or other school official; school records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

- **Savings Account Interest Income and Dividends** - Acceptable methods of verification include, in this order: account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution and broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification; IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

- **Interest Income from Mortgages or Similar Arrangements** - Acceptable methods of verification include, in this order: a letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.); amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

- **Net Rental Income from Property Owned by Family** - Acceptable methods of verification include, in this order: IRS Form 1040 with Schedule E (Rental Income); copies of latest rent receipts, leases, or other documentation of rent amounts; documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

- **Family Assets** - GHA will require information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash). Acceptable verification may include any of the following: verification forms, letters, or documents from a financial institution or broker; passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker; quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate; real estate tax statements if the approximate current market value can be deduced from assessment; financial statements for business assets; copies of closing documents showing the selling price and the distribution of the sales proceeds; appraisals of personal property held as an investment.

- **Assets Disposed of for Less than Fair Market Value (FMV)** - For all certifications and re-certifications, GHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification. If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family

received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

- **Child Care Expenses** - Written notarized verification from the person who receives the payments is required. Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. GHA will also request verification as to whether the certifying individual is a licensed childcare provider and advise the provider that such income may be reported to other sources including the IRS.

- **Medical Expenses** - All expense claims will be verified by one or more of the methods: written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family; written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months.

- **Assistance to Persons with Disabilities** [24 CFR 5.611(c)] - Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

  Attendant Care: Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided. Certification of family and attendant and/or copies of canceled checks family used to make payments.

  Auxiliary Apparatus: Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment is needed.

Verifying Non-Financial Factors [24 CFR 5.617(b)(2)]

In order to prevent program abuse, GHA will require applicants to furnish verification of legal identity for all family members. The following documents will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required: certificate of birth, naturalization papers; church issued baptismal certificate; U.S. military discharge (DD 214); or U.S. passport.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following: certificate of birth; adoption papers; or custody agreements.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer. Verification of a separation may be a copy of court-ordered maintenance or other legal records. Verification of marriage status is a marriage certificate.

Verification of Permanent Absence of Family Member

If the family reports an adult member who was formerly a member of the household permanently absent, the following information must be presented as verification prior to removing any household member from the assisted household: legal evidence of divorce action; evidence of legal separation; order of protection/restraining order obtained by one family member against another; lease or rental agreement showing the individual listed as the member of another household; a document from a Court or correctional facility stating how long they will be incarcerated.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

SECTION 8
VOUCHER ISSUANCE AND BRIEFINGS

General (24CFR 982.301, 982.302]

GHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit; that families are provided sufficient knowledge and information regarding the program; and, how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, GHA will conduct a mandatory briefing to ensure that families know how the program works.

The briefing will provide a broad description of owner and family responsibilities, program procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

Issuance Of Vouchers [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, GHA will issue vouchers to applicants whose final eligibility has been determined. GHA will strive to maintain 100% utilization of all program funds. Program capacity will be closely monitored to determine success rates, average lease up time, and monthly turnover. This statistical information will serve as the basis to determine the number of vouchers to be issued on an ongoing basis to achieve the 100% utilization rate.

Vouchers will be over-issued based on the average success rates from the previous fiscal year. All vouchers, which are over-issued, will be honored even if it results in being over-leased for a given period of time. In the case of over-leasing, GHA will adjust future issuance of vouchers in order not to exceed the budget limitations over the entire fiscal year.

Briefing Types And Required Attendance [24 CFR982.301]

Initial Applicant Briefing

A full program briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups. However, families who attend group briefings and still have the need for individual assistance will be referred to eligibility staff for additional guidance. All briefings will be conducted in English and will utilize audio-visual aids to assist applicants with limited comprehension or second language needs. Other reasonable accommodations will be provided to individuals who are disabled upon notification to GHA. While we recognize the inconvenience to the family, children will not be permitted at the briefing session in order to ensure an informative learning environment that will meet the needs of all applicants.

The purpose of the briefing is to explain how the program works and distribute the required documents in the voucher packet to applicants. This will enable families to utilize the program to their advantage, and prepare them to discuss the Housing Choice Voucher Program with potential owners and property managers.

GHA will not issue a voucher to an applicant family unless the household representative has attended a briefing and signed the voucher form. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two (2) scheduled briefings will be denied admission based on failure to supply information needed for certification.

Briefing Packet [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program include the following required items:

- HUD approved voucher form indicating the term of the voucher;
- Housing search record form;
- GHA's policy for requesting extensions of the voucher;
- A description of the method used to calculate the housing assistance payment for a family;
- Payment standards and utility allowance schedule(s);
- Explanation of the maximum allowable rent for an assisted unit including the rent reasonableness standard and affordability standards;
- Where the family may lease a unit;
- Owner and family responsibilities;
- Portability procedures and an explanation of how portability works;
- HUD required tenancy addendum;
- HUD approved Request for Tenancy Approval (RTA) form;
- Owner disclosure of lead based paint;
- A statement of the GHA policy on providing information about families to prospective owners;
- HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS;
- HUD required information on lead-based paint;
- Applicants rights to a review of GHA decisions and participants rights to informal hearings;
- Requirements for reporting changes in income and family composition;
- Information on security deposits and legal referral services;
- Fair Housing rights, agencies that investigate fair housing complaints, and a housing discrimination complaint form;
- HUD Pamphlet entitled "What you should know about EIV."
- HUD Form 52675, "Debts Owed to PHAs and Termination Notice."
- Available information related to prospective rental units;
- Information about the Family Self-sufficiency Program; and.
- Information about the Housing Choice Voucher Homeownership Program.

Program Move Briefing

Program participants that have been under lease for a period of one year may opt to move to another assisted unit at the anniversary date of their lease agreement and Housing Assistance Payments contract. Families who wish to move with continued assistance shall be required to attend a moving briefing. A briefing packet containing the following information will be provided to the program participant:

- HUD approved voucher form indicating the term of the voucher;
- Instructions for program moves;
- Housing Search Record forms;
- Vacate notice to be signed by the current landlord;
- Current payment standards and utility allowances;
- Request for Tenancy Approval; and,
- Owner disclosure of lead based paint.

Housing Opportunity and Mobility

GHA will provide mobility counseling to assist applicants and program participants with assistance in locating to areas of low poverty. An analysis of unit location will be conducted by zip code and census tract and, compared with census data on poverty levels. This data will be geo-coded and tracked on a quarterly basis to determine movement. Specific effort will be made to identify property owners in those census tracts that are below the city-wide poverty level.

Security Deposit Requirements [24 CFR 982.313]

The payment of a security deposit is an issue strictly between the owner and the voucher holder. However, the Housing Choice Voucher program does not assist with security deposit payments and the Housing Choice Voucher Program does not provide for any special claims or payments for unpaid rent, damages or vacancy loss to the owner.

The owner is not required to, but may collect a security deposit from the assisted household in accordance with local market practices. Security deposits charged by owners may not exceed those charged to unassisted households nor exceed the maximum prescribed by state or local law.

Term Of Voucher [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher, which represents a contractual agreement between GHA and the Family, specifying the rights and responsibilities of each party. It does not constitute admission to the program, and the family remains an applicant, until such time that a lease and contract become effective.

The voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request Tenancy Approval (RTA) within the sixty-day period or request an extension in accordance with the extension provisions outlined below.
If the Voucher has expired, and has not been extended, the family will be denied assistance. The

family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Extensions of the Voucher

Extensions will be granted only if the family provides a written documented record to GHA indicating property owners contacted, units visited and the reasons why these units were unacceptable. Extensions will be granted for a period of an additional 60 days.

The family must submit an acceptable RTA within the extension period or assistance will be denied. The family will not be entitled to a review or a hearing.

GHA will extend the voucher term up to 180 days from the beginning of the initial term if the family needs and makes a written request for an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability, provided that such request is made prior to the expiration of the initial term of the voucher.

Voucher Issuance Determination For Split Households (24 CFR 982.315]

In those instances when a family assisted under the Housing Choice Voucher program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, GHA will issue the voucher to the family member who retains custody of the greatest number of minor children.

Transfer and Retention Of Voucher [24 CFR 982.315]

Assistance may only be transferred to someone other than the designated head of household or co-head of household if the head or co-head involuntarily leaves the household. No household member may voluntarily assign the assistance to another household member. Assistance will only be transferred if a remaining member of the household is a sole member or legally obtains custody of the remaining minor members of the household. To be considered the remaining member of the assisted family, the person must have been previously approved by GHA to be living in the unit, identified on the HUD 50058 at the most recent re-certification and be listed on the most recent lease agreement with the owner.

A live-in attendant, by definition, will not be considered a remaining member of the family and will not be entitled to any continued assistance if the person who they were assisting ceases to receive assistance for any reason. A minor child may only be considered as a remaining member of the household if a court has awarded emancipated minor status to the minor. A reduction in family size may require a corresponding reduction in the voucher family unit size.

SECTION 9
APPROVAL OF TENANCY AND CONTRACT EXECUTION

General [24 CFR 982.302]

GHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. Program objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the designated jurisdiction. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with GHA. This Chapter defines the types of eligible housing, GHA's policies, which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests Tenancy Approval (RTA).

Request For Approval Of Tenancy [24 CFR 982.302, 982.305(b)]

The Request for Approval of Tenancy (RFAT) must be submitted by the family during the term of the voucher. The family must submit the RTA in the form and manner required by GHA as follows:

- All corresponding blanks on the RTA form must be fully completed and legible, including the age of the building and the most recent rent charged;
- The form must be signed by both the owner and voucher holder;
- The RTA addendum must be completed indicating the owners federal tax identification number or social security number, the census tract of the unit and other requested information;
- The family may not submit more than one RTA at a time.

The PHA will review the RTA documents to determine whether or not they are approvable based on the following criteria:

- The unit is an eligible type of housing under the program;
- The rent to owner plus tenant paid utilities does not exceed the applicable payment standard for the bedroom size of the voucher issued to the family; or the rent requested meets the affordability test (does not exceed 40% of the households monthly adjusted income): and,
- The rent is reasonable in comparison to unassisted like units in the same location.

If GHA cannot approve the RTA based on any of the above, GHA staff will contact the owner to

determine if they are willing to negotiate within terms that would be approvable under the program requirements. If the owner and GHA are unable to reach acceptable terms, the voucher holder will be notified within 5 days and advised that the unit is not acceptable. The voucher holder will have the remaining period on their voucher to locate an acceptable unit. The voucher time will not be suspended or "tolled" during this period.

Eligible Types Of Housing [24 CFR 982.353]

Any of the following types of housing are eligible to be considered for assistance under the Housing Choice Voucher Program:

- All structure types: single family, duplex, multi-family, low rise or high-rise;
- Manufactured homes where the assisted family leases the mobile home and the pad;
- Manufactured homes where the assisted family owns the mobile home and leases the pad;
- Group Homes or shared housing;
- Congregate and Assisted Living facilities (only the shelter rent is assisted);
- Single Room Occupancy facilities;
- Units owned (but not subsidized) by the PHA;
- Units being purchased by the assisted family in accordance with the Section 8 Homeownership criteria;
- A cooperative housing development in which the family owns shares would still be considered a lease arrangement under the voucher program.

Lease Review [24 CFR 982.308]

The family and owner must submit a standard form lease commonly used in the City of Gary and that is used for the owner's unassisted tenants at the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

The initial term of the lease agreement must be for a minimum of 12 months unless GHA determines that a shorter term will improve housing opportunities for the assisted household. Owners may elect to execute a lease for an indefinite extension of the initial term (the endless lease), which will allow the owner the ability to terminate tenancy during the lease only by instituting a court action. However, owners may elect fixed, definite extensions of the initial lease, such as year-to-year. This option allows the owner to terminate tenancy without cause at the end of the initial term or any subsequent term.

The HUD prescribed tenancy addendum, which is attached to the Housing Assistance Payments contract, as Part C, will always take precedence over any other terms and conditions in the owner's lease with the tenant. House rules of the owner may be attached to the lease as an addendum, provided they do not violate any fair housing provisions and do not conflict with the HUD tenancy addendum.

Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit: the unit has been inspected and meets all requirements of the federal Housing Quality Standards; the landlord and the tenant have executed the lease, the rent on the lease agreement is consistent with the rent approved by GHA, and includes the HUD-prescribed tenancy addendum; and GHA has approved leasing of the unit in accordance with program requirements

Separate Agreements

Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease. However, owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by GHA.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction. Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. GHA will only approve a separate agreement if the family has the option of not utilizing the service, appliance or other item.

Information To Owners [24 CFR 982.307(b), 982.54(d)(7)]

Upon written request from a prospective property owner, GHA will provide the following information about a program applicant and/or participant. However, if the household was admitted to the Section 8 program under the witness protection program no information will be provided.

- Current address as reflected in the file;
- Names, ages and relationship of household members;
- Former address if reflected in the file;

GHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the GHA's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

Contract Execution Process [24 CFR 982.305(c)]

The Housing Assistance Payments Contract will be prepared by GHA upon approval of the RTA and

a passing inspection indicating that the unit is in compliance with all Federal Housing Quality Standards. Owners will be required to come to the GHA Section 8 office for contract signing for all new units placed under contract for the first time. Owners will be notified of the contract signing date and GHA will make every effort to coordinate contract-signing appointments at the same time for multiple units.

Owners will be required to provide proof of ownership for the assisted unit in a form acceptable to GHA. The HAP contract will be executed in the manner indicated on the proof of ownership. If the owner has assigned an agent to represent the owner, then appropriate documentation must be provided prior to execution of the HAP contract.

If GHA fails to prepare the contract and schedule a contract signing appointment prior to the approved lease effective date, housing assistance will be retroactive to the date the unit passed inspection or the lease effective date whichever is later. However, if the owner fails to attend the scheduled contract signing and does not contact GHA to re-schedule, the housing assistance payment will be effective on the date the owner actually signs the contract.

SECTION 10
HOUSING QUALITY STANDARDS AND INSPECTIONS

General [24 CFR 982.401]

The Housing Quality Standards (HQS) are federal standards established by HUD that serve to measure the minimum quality of housing acceptable in the Housing Choice Voucher Programs. HQS standards are utilized to inspect housing units at initial occupancy and during the term of the Housing Assistance Payments contract. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the HAP contract. GHA will inspect each unit under contract at least annually. GHA will also maintain a quality control inspection program, which will re-inspect a minimum of 10% of all inspections on a monthly basis to assure consistency of enforcement of HQS.

This Chapter describes GHA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

Guidelines/Types Of Inspections [24 CFR 982.401(a), 982.405]

Effort will be made at all times to encourage owners to provide housing above HQS minimum standards. However, GHA will not promote any additional acceptability criteria, which is likely to adversely restrict housing choice.

If the tenant is responsible for supplying the stove and/or the refrigerator, GHA will complete the initial inspection without the stove and refrigerator in the unit, provided that the family certifies that the appliances will be placed in the unit and will be in proper working order.

The following types of inspections will be conducted as required:

- **Annual** - an inspection conducted on a property prior to its re-certification date;
- **Re-inspection** - an inspection of a property which failed its annual inspection;
- **24-Hour Re-inspection** – an inspection on a property which had a failing item considered a 24-hour emergency situation;
- **RTA/Initial** - inspection on a property which the tenant has selected and is requesting approval of a new unit;
- **Complaint** - inspection on a property which has been requested by the resident or other involved party due to perceived problems with the property;
- **Abatement Cure** - inspection on property where abatement has commenced but is still within the thirty-day window prior to termination;
- **QA (Quality Assurance)** –re-inspection by a supervisor of units previously inspected;
- **QA Re-inspection** - re-inspection on a failed QA;

Timing of HQS Inspection

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. Reasonable hours to conduct an inspection are between 8:30 a.m. and 5:00 p.m. Notice will be provided to the family and the owner via first class mail a minimum of fifteen (15) days prior to the first attempt for an inspection. The family and/or the owner will be notified by telephone or by a posted notice on the main entrance of the unit of a scheduled re-inspection.

Two attempts will be made for all inspection types. If access to the unit cannot be obtained after the second attempt, the unit will be considered in non-compliance with the HQS standards and appropriate action will be taken based on the inspection type. Responsibility for access for annual inspections and any related required re-inspections is the responsibility of the assisted household and failure to provide access is a violation of the family obligations under the voucher contract. Access for all other inspection types is the responsibility of the owner. The landlord must correct all HQS deficiencies, which cause a unit to fail, unless it is a fail for which the tenant is responsible.

Time Standards for Repairs

The owner must correct emergency items, which endanger the family's health or safety, within 24 hours from the initial inspection. Non-emergency repairs must be made within 30 days from the date of an initial inspection or re-inspection and within 30 days from the date of all other inspections or re-inspections. If a unit fails to comply with HQS at an initial inspection or re-inspection, the applicant will be notified to continue their search for housing within the time frame remaining on the voucher. If a unit fails to comply with HQS at any other inspection, actions will be taken as described below.

Modifications

GHA will strictly use the federal Housing Quality Standards for acceptance of units under the Housing Choice Voucher Program. Exceptions to the HQS standards will only be considered to assure compliance with applicable historic preservation standards as required by the City of Gary. Any modifications or adaptations to a unit to permit a reasonable accommodation for a person with a disability must meet all applicable HQS requirements.

Emergency Repair Items [24 CFR 982.404(a)]

The following items shall be defined as emergency and must be corrected within 24 hours of the initial inspection:

- Lack of an operable smoke detector;
- Ceiling damage reflecting imminent danger of falling;
- Major plumbing leaks or flooding;
- Natural gas leaks or fumes;
- Electrical problems which could result in shock or fire;
- No heat when outside temperature is below 40 degrees Fahrenheit and temperature inside unit is below 62 degrees Fahrenheit.

- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of operable toilet

If the emergency repair item(s) are not corrected in the time period required and the owner is responsible for the repair, the housing assistance payment will be abated in accordance with the procedures outlined further in this plan.

If the emergency repair item(s) are not corrected in the time period required, and the assisted household caused the damage, a notice of pending termination will be issued to the to the family in accordance with the termination procedures outlined further in this plan.

Abatement and Contract Termination

Failure for a unit under contract to pass a re-inspection will result in abatement of the Housing Assistance Payment. Abatement means that a daily pro-ration of the Housing Assistance Payment will be deducted from any future payments for each day that the unit is not in compliance with the HQS standards. A notice of abatement will be sent to the owner informing them that abatement will commence effective the first of the month following the date of notification of abatement. The abatement period will not extend beyond 180 days.

GHA reserves the right to suspend the placing of an abatement if the owner has made the repairs and requested a re-inspection prior to the abatement period but GHA is unable to schedule the re-inspection prior to the abatement period.

If the owner has not made the required repairs during the abatement period, the Housing Assistance Payments contract will be terminated in accordance with the provisions in the contract. The assisted family will be notified of the termination and will be advised to secure program move documents to commence search for a new housing unit. Once a termination notice has been issued, the HAP contract will not be re-instated even if the landlord proceeds to make repairs.

Determination Of Responsibility for Repairs [24 CFR 982.404, 982.54(d)(14)]

The following HQS deficiencies are the responsibility of the family:

- Tenant-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances;
- Documented damage to the unit or premises caused by a household member or guest beyond which is obvious as beyond normal wear and tear;
- Placement of large items of trash or inoperable vehicles anywhere on the assisted unit premises;
- Failure to maintain lawn and surrounding areas if a single-family structure if required per the lease.

"Normal wear and tear" is defined as items which can be charged against the tenant security deposit under state law or court practice.

All other HQS violations shall be the responsibility of the owner including for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may take appropriate action in accordance with the lease. If the family is responsible for deficiencies but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

Consequences If Family Is Responsible [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family to make any repair(s) or corrections within 24 hours for emergency items and 30 days for non-emergency items. If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

Weather Related Extensions

Weather related extensions will not be granted for initial inspections under any circumstances. Therefore, all cited HQS deficiencies must be corrected prior to the commencement of subsidy.

Weather Related extensions will be granted for annual inspections in limited circumstances. For conditions that are life-threatening, the GHA cannot grant an extension to the 24 hour corrective action period.

Extensions will be granted in cases where the GHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. The owner's request for an extension must be made in writing to the GHA. The request must demonstrate why the repairs cannot be made within the required time frame.

Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

Each extension request will be considered based upon its individual merits and the length of the extension will be considered on a case by case basis. Extensions shall only be granted if the item(s) for which an extension is needed is the only outstanding deficiency.

Additional HQS Standards

GHA inspection standards shall be set at the stricter of HQS or any applicable local, state, or federal codes.

Specifically, within the City limits of Gary, the following provisions pertaining to smoke and carbon monoxide detectors shall apply:

- Not less than one carbon monoxide alarm shall be installed, in accordance with manufacturer's instructions, in each residential unit, within 40 feet of each room used for sleeping. It shall be easily audible in all sleeping rooms.
- Carbon monoxide alarms are not required in units that do not rely on the combustion of fossil fuels for heat.
- Carbon monoxide alarms are not required in units that are not heated by duct work, are heated by steam or hot water, and are not sufficiently close to any ventilated source of carbon monoxide.
- In any building heated by a centrally located fossil fuel heating unit shall install one approved carbon monoxide alarm on the floor containing the central heating unit.
- Not less than one approved smoke detector shall be installed in every unit.
- The smoke detector shall be installed on the ceiling, at least six inches from any wall or on a wall six to twelve inches from the ceiling and within 15 feet of all sleeping rooms
- There shall be a smoke detector on every level of the unit.
- Smoke detectors in stairwells shall be six to twelve inches from the upper most ceiling of the stairwell.

SECTION 11
RENT AND PAYMENT STANDARDS

General [24 CFR 982.502, 982.503, 982.504, 982.505, 982.505]]

It is GHA's responsibility to ensure that Payment Standards are sufficient to assure maximum program utilization, to provide program applicants and participants with adequate housing choice and to assure that the rents charged by owners at the time of initial lease up and at each annual re-certification are reasonable based upon unassisted comparable units in the rental market. This Chapter explains GHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

Initial Rent To Owner

GHA will review the following items to determine if the rent requested by the owner meets the program requirements as follows:

- The requested rent plus the cost of tenant paid utilities (calculated on the most recent program utility allowance schedule) cannot exceed the applicable payment standard; or,
- Total tenant payment cannot exceed 40% of the assisted family's monthly-adjusted income.
- The rent to owner must be reasonable in comparison to rent for other comparable unassisted units.

Making Payments To Owners [24 CFR 982.451]

Once the HAP Contract is executed, GHA will commence processing payments to the landlord. A contract action form will be completed by each caseworker for all contract actions processed throughout the month. A mid-month HAP run will occur on or around the 15th of each month to process any adjustments or other actions that have occurred since the previous month end processing.

A month end process will occur on or around the 28th day of each month to process all housing assistance payments for the first of the following month. A HAP register and detailed reconciliation process will be used each month as a basis for monitoring the accuracy and timeliness of payments.

Payment will be made on a master basis for all units under contract with a single property owner. Payments for different properties will only be processed if the owner provides a separate federal tax identification number. All payment will be made via direct deposit into an account designated by the property owner. A statement will be mailed to owners detailing the payments.

If payment is delayed beyond the fifth day of the month, GHA will be responsible for payment of late fees to the owner in accordance with the late fees identified in the lease agreement but not to exceed a total of $50.00. These provisions are only applicable if GHA fails to notify the owner of the late payment of HAP in a timely manner.

GHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond GHA's control, such as a delay in the receipt of program funds from HUD. GHA will not use any program funds for the payment of late fee penalties to the owner.

Rent Reasonableness Determinations [24 CFR 982.507]

A rent reasonableness test will be conducted to determine if the requested rent is reasonable in comparison to rent for other comparable unassisted units in the market. Rent reasonable tests will be conducted for the following:

- An initial rent requested on the RTA form;
- Prior to any increase in the rent to owner;
- If there is a five percent decrease in the published FMR 60 days before the contract anniversary;
- If directed by HUD; and,
- Based on a need identified by GHA.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by GHA. The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. If requested, the owner must provide GHA with information on rents charged by the owner for other units in the premises or elsewhere.

Rent reasonable data will be gathered from various sources which maintain a master database for all multi-family rental properties in the City of Gary. In addition, GHA will conduct a city-wide rental survey, if necessary, for small rental properties including one to four unit rentals identified based on data from the local assessor's offices. Supplemental data may be gathered from newspapers, realtors, and professional associations. The market areas for rent reasonableness are zip codes and census tracts within Gary, Indiana. GHA may use information for units submitted for consideration onto the program, as per the applicable Requests for Tenancy Approval, as long as the unit is entered into the data base prior to the commencement of subsidy.

The following items will be used for rent reasonableness documentation:

- Location by zip code and census tract;
- Number of Bedrooms and bathrooms;
- Other identifiable amenities;
- Type and age of structure; and
- Tenant paid utilities.

Using an automated method, a search will be conducted in the GHA rent reasonable database to identify comparable units by the factors identified above. A minimum of two similar units will be identified and the corresponding data will be recorded on the rent reasonableness form.

This data will be compared with the requested rent for the assisted unit. If the requested rent is greater than the comparable units selected, GHA will negotiate with the owner to reach an agreed upon rent amount that meets the rent reasonable test. If the rent is less than the comparables, GHA will approve the rent increase.

Payment Standards For The Voucher Program [24 CFR 982.503]

GHA has established the payment standard at 105% of the published fair market rents and 110% of the published fair market rents for exception areas, the low poverty census tracts in GHA's jurisdiction.

GHA will review the appropriateness of the Payment Standard annually when the new FMR is published. In determining whether a change is needed, GHA will consider all available resources including special requests to HUD to increase the published FMR from the 40th percentile of the area median to the 50th percentile, if warranted, to assure maximum housing choice for program applicants and participants and to encourage continued movement to areas of low poverty.

Case by case reviews of a higher payment standard will be considered as a reasonable accommodation for a family that includes a person with disabilities. If appropriate, GHA will make a request to HUD to use a payment standard up to 120% of the FMR.

Increase in Owner Rent (24 CFR 982.308 (g)

The owner is required to notify GHA, in writing, at least 60 days before any change in the amount of the rent to owner is scheduled to go into effect. GHA will issue a notice to the owner of the upcoming anniversary date of a contract 90 to 120 days in advance of the anniversary date. An informational form will be provided to the owner to determine if he intends to renew the lease agreement with the tenant and whether there will be any changes in the lease including any change in the rent to owner.

Any changes in the rent to owner must comply with all provisions of the rent reasonableness requirements.

SECTION 12
RE-CERTIFICATIONS

General - [24 CFR 982.516]

GHA will reexamine the income and household composition of all assisted families at least annually. Families will be provided accurate annual and interim rent adjustments. Re-certifications and interim examinations of income will be processed in a manner that ensures families are given reasonable notice of rent increases. This Chapter defines GHA's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

Annual Activities [24 CFR 982.516, 982.405]

There are three activities that must be completed on an annual basis as follows:

- Re-certification of Income and Family Composition
- HQS Inspection
- Determination of rent reasonableness for any requested rent increase.

Annual Re-certification [24 CFR 982.516]

GHA will maintain an automated re-certification tracking system and households will be notified by mail of the date and time for scheduled appointments a minimum of 90 days in advance of the anniversary date of their lease and Housing Assistance Payments contract. A listing of all required documentation necessary for the annual re-certification will be provided to the family with the notification of scheduled appointment. This information includes all documentation necessary to verify income, assets, allowances and deductions along with any additions or deletions of household members.

The head of household and spouse or co-head are required to be present at the re-certification interview. If the head of household is unable to attend the interview the appointment will be rescheduled. The family may call to request another appointment date up to ten (10) days prior to the scheduled interview and every effort will be made to accommodate the family's request. Priority for appointment dates and times will be given to assisted household's whose head or co-head is employed full time during normal working hours.

If the family does not appear for the re-certification interview, and has not rescheduled or made prior arrangements, the caseworker will issue a notice of termination of assistance, notifying the family of their right to an informal hearing. However, if the family schedules and maintains an appointment prior to the expiration date of the time limit to request a hearing, the termination action will be suspended.

If the outcome of the annual re-certification results in an increase in the tenant rent, a thirty-day

notice will be mailed to the family prior to the scheduled effective date of the annual re-certification. If less than thirty days are remaining before the scheduled effective date of the annual re-certification, the tenant rent increase will be effective on the first of the month following a thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual re-certification.

If tenant rent decreases, it will be effective on the anniversary date. If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, the rent decrease will be effective on the first day of the month following completion of the reexamination processing by GHA.

Interim Re-certifications [24 CFR 982.516]

Program participants are required to report all changes in household composition between annual re-certifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior for all additions to the household prior to adding that person to the lease agreement.

If any new family member is added, an interim re-certification will be conducted to include any income of the new family member.

If a family reports zero income at the time of the annual re-certification and later obtains an income, an interim re-certification will be conducted.

If a family has a change in income greater than $100.00 per month between annual re-certification, it is required to be reported within 30 days from the effective date of the income change. An interim re-certification will be conducted.

Participants may choose to report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. If these changes are reported and it will result in a change in tenant rent, an interim re-certification will be completed.

Changes in rent for interim re-certification will become effective the first of the month following the month in which the changes was reported if it is a decrease and the first of the month after which the change occurred if it is an increase.

Income Changes Resulting From Welfare Program Requirements (24 CFR 5.615)

Decreases in income resulting from changes or discontinuance of welfare benefits will be processed as follows:

- Tenant rent will not be decreased if welfare assistance is reduced because of fraud, failure to participate in an economic self-sufficiency program, or noncompliance with a work activities requirement.

- Tenant rent will be decreased if welfare assistance is reduced because of the expiration of a lifetime time limit on receiving benefits or a situation where the family has complied with welfare program requirements but cannot or has not obtained employment.

SECTION 13
PROGRAM MOVES AND PORTABILITY

General - [24 CFR 982.314, 982.353, 982.355(a)]

HUD regulations permit families to move with continued assistance to another unit within GHA's jurisdiction, or to a unit outside of GHA's jurisdiction under the program portability provisions. The regulations also allow discretion to develop policies, which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of GHA's jurisdiction, and the policies for restriction and limitations on moves.

Permissible Moves

Families will not be permitted to move during the initial year of occupancy. Assisted households will only be provided with program move documents for a voluntary move at the time of their scheduled annual re-certification process. Every effort will be made by GHA to coordinate program moves with all regularly scheduled annual activities.

A family may move other than at the annual recertification period in accordance with the Violence Against Women Act.

Program move documents for mandatory moves may be issued at times other than annual re-certification for the following reasons:

- The Housing Assistance Contract is terminated by GHA for the owner's failure to comply with HQS or other terms of the contract;
- The owner has given the family a notice to vacate, or has commenced an action to evict the family through no fault of their own;
- A household member is newly diagnosed with a disability, which requires a reasonable accommodation.

Prior to issuance of program move documents; the family must present a notice of intent to move form signed by the owner and the family indicating that the family is current with all rent payments, GHA caused no damages beyond normal wear and tear, and is otherwise in compliance with all terms and conditions of the lease agreement. Upon receipt of this form, program move documents and a program move briefing will be provided to the family by their assigned caseworker. If the scheduled annual re-certification was completed more than 120 days prior to the program move, a complete re-certification will be conducted prior to issuance of the program move briefing packet. The annual re-certification date will be changed to coincide with the lease-up date for the new assisted unit.

Portability [24 CFR 982.353]

Portability applies to families moving out of or into GHA's jurisdiction within the United States and

its territories from another geographic location.

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit anywhere in the United States where a Public Housing Authority operates a tenant-based assistance program. However, an applicant must reside within the jurisdiction of the Gary Housing Authority for one year prior to exercising the portability option. The family must be income eligible under the income limits of the jurisdiction to which they intend to port during the initial 12-month period after admission to the program.

If a family requests portability, the location where they intend to port must be identified in the request. GHA will contact the "receiving" PHA in that jurisdiction and advise them of the family's intent. A voucher and corresponding portability documents will be issued to the family.

GHA will absorb all incoming portable families provided there is funding available. A GHA voucher will be issued to the incoming family for the period of time remaining on the voucher issued by the initial PHA. GHA will notify the initial PHA of their action to absorb the voucher. All incoming voucher holders must attend a new admissions program briefing.

GHA will not permit families to exercise portability if the family is in violation of any family obligations under their Housing Choice Voucher; if the family owes any money to GHA; or, if the family has vacated the assisted unit in violation of the lease agreement.

As per PIH Notice 2011-3, GHA shall also deny portability to higher FMR areas or HCV programs with more generous subsidy standards (unless the receiving PHA is absorbing) if there is insufficient funding to pay the additional HAP Expense associated with such a move. If GHA has made the determination to restrict moves due to funding concerns, all families requesting to move via portability shall be notified that there is a risk the move will not be approved due to funding constraints.

GHA shall obtain HUD Field Office approval before denying any portability moves due to lack of funds. No denial shall be permitted if GHA is actively soliciting families from the Waiting List or absorbing incoming portable families. Denials shall only be permitted if the increased costs will result in a shortfall of funding beyond amounts that can be paid from Net Restricted Assets of the HCV program and savings that can be achieved from program attrition.

In order to determine if a move can be denied, it must be assessed on an individual basis to confirm that the per unit cost will exceed the current GHA per unit cost. All families affected by denied moves shall be notified in writing within ten days of the date of the request to move. A list of denied portable families shall be maintained by date and time. If additional funding becomes available, these families shall be permitted to move prior to any further absorption of incoming portables or solicitation from the Waiting List.

Billing Procedures

The receiving PHA is responsible for billing GHA for 100% of the Housing Assistance Payment and 80% of the Administrative Fee (at GHA's rate) for each "Portability" Voucher leased as of the first

day of the month. GHA will not issue payment until an invoice is received by the receiving PHA. Payment beyond year one will only continue if GHA receives the HUD 50058 form indicating that an annual re-certification has been completed in accordance with program requirements.

SECTION 14
CONTRACT TERMINATIONS

General [24 CFR 982.311, 982.314]

The Housing Assistance Payments (HAP) Contract is the contract between the owner and GHA, which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by GHA and by the owner, and the policies and procedures for such terminations.

Contract Termination [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The HAP Contract may be terminated by the PHA, or by the owner, or may terminate automatically if the tenant vacates the contract unit. No future subsidy payments on behalf of the family will be made to the owner after the month in which the contract is terminated. However, the owner may retain the housing assistance payment for the month in which the unit was vacated.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a program move, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family vacated the previous unit and prorated housing assistance will be paid from the effective date of the new contract.

Termination Of Tenancy By The Owner: Evictions (24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner is required to provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the following grounds.

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
- Other good cause because of something the family did or failed to do (982.310)

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

If the owner has begun eviction and the family continues to reside in the unit, GHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant and the tenant has vacated the assisted unit. By receipt of the housing assistance payment, the owner certifies that the tenant is still in the unit, the rent is reasonable and she/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, GHA will issue a program move packet so that the family can move with continued assistance.

Termination Of The Contract By GHA [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The HAP contract terminates automatically when the family vacates the unit regardless of cause. The HAP contract will also terminate if the assistance to the family is terminated; funding is no longer available under the ACC contract with HUD; or 180 days have passed since the last housing assistance payment to the owner.

Notification will be provided to the owner and the tenant in accordance with the requirements of the HAP contract when action is taken by GHA to terminate the contract. The effective termination date will be the end of the month following the month in which the notification was provided to the owner.

SECTION 15
DENIAL OR TERMINATION OF ASSISTANCE

General [24 CFR 5.902, 5.903, 5.905, 982.4, 982.54, 982. 552, 982.553]

GHA will deny or terminate assistance for a family because of the family's action or failure to act. Families are provided with a written description of the Family Obligations under the program, the grounds under which the PHA can deny or terminate assistance, and procedures for informal hearings. This Chapter describes when GHA is required to deny or terminate assistance, and the policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

Denial/Termination [24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, GHA will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the waiting list;
- Denying a voucher or withdrawing a voucher;
- Refusing to enter into a HAP contract or approve a tenancy;
- Refusing to process or provide assistance under portability procedures;

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy;
- Terminating housing assistance payments under an outstanding HAP contract;
- Refusing to process or provide assistance under portability procedures.

Mandatory Denial and Termination [24 CFR 982.552(b) (10)(d)]

In accordance with federal regulations, GHA must deny assistance to applicants, and terminate assistance for participants for the following reasons:

- If any member of the family fails to sign and submit HUD or PHA required consent forms for obtaining information;

- If no member of the family is a U.S. citizen or eligible immigrant;

- If the family is under contract and 180 days have elapsed since the last housing assistance payment was made;

- Persons convicted of manufacturing or producing met amphetamine in violation of any Federal or State law;

- A participant family is evicted from housing assisted under the program for serious violation of the lease;

- Any household member is currently engaging in illegal use of a drug;

- A household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

- A member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]

In addition to the above mandatory reasons for denial and/or termination of assistance, GHA will deny program assistance to an applicant or terminate assistance to a participant for any of the following reasons:

- The family violates any family obligation under the program as listed in 24 CFR 982.551;
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The family currently owes rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation;
- If the family fails to fulfill its obligation under the Section 8 welfare-to-work voucher program;
- The family has engaged in or threatened abusive or violent behavior toward GHA personnel;
    - "Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
    - "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
    - Actual physical abuse or violence will always be cause for termination.
- A member of the family's drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other project residents;
- If any member of the family commits drug-related criminal activity, or violent criminal activity;

Drug - means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity - is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

Violent criminal activity - includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

Covered person - means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Guest- means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

Other person under the tenant's control - means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control.*

Standard for Violation - GHA will deny participation in the program to applicants and terminate assistance to participants in cases where there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse. GHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

"Engaged in or engaging in" violent criminal activity - means any act within the past 3 years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which resulted in the arrest and/or conviction of the applicant, participant, or household member.

The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

Family Obligations [24 CFR982.551]

All obligations of the family are explicitly stated on the Housing Choice Voucher form which serves as the contractual document between GHA and program participants. These obligations are discussed in detail with program participants at the mandatory briefing sessions prior to admission to the program.
Violation of any of these family obligations will be grounds for termination of assistance.

Notice of Termination of Assistance

GHA will provide a written notice of intent to terminate housing assistance, which will include the following information:

- The family obligation that has been violated;
- The specific action(s) which occurred in violation of the family obligation;
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held prior to termination of assistance; and,
- The date by which a request for an informal hearing must be received by the PHA.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

GHA will pursue fact-finding efforts as needed to obtain evidence for termination of assistance. Pending termination actions will be based on the following rules of evidence:

- *Preponderance of evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

- *Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

Confidentiality of Criminal Records

GHA will make every reasonable effort to ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the GHA will consider all of the circumstances in each case, including the seriousness of the case. GHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred.

GHA will also review the family's more recent history and record of compliance, and the effects that

denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the family of termination of tenancy for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.
- Nonpayment of rent will always be considered a serious violation of the lease.

Notification of Eviction

If the family requests program move documents and an eviction is pending, GHA will not issue program move papers. However, if the program move papers are issued because GHA was not informed of the pending eviction, a new tenancy will not be approved. The voucher will be withdrawn until such time that a determination is made as to the household's violation of family obligations.

Proposed Additions to the Family

GHA will deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing;
- Persons who have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations;
- Persons who have been part of a family whose assistance has been terminated under the Section 8 program;
- Persons who commit drug-related criminal activity or violent criminal activity;
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- Persons who currently owe rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; or
- Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

Limitation on Profit-making Activity in Unit

Families are encouraged to use the assisted unit for legal profit making ventures provided that the owner and GHA have approved such use at the time of initial lease up and such use is in compliance with all State and local laws and ordinances. However, if the business activity results in the inability of the family to use any of the critical living areas, such as a bedroom, utilized for a business which is not available for sleeping, it will be considered a violation of the family obligations and appropriate action will be taken.

Missed Appointments And Deadlines [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan. Appointments will be scheduled and time requirements will be imposed for the following events and circumstances: Eligibility for Admissions; Verification Procedures; Certificate/Voucher Issuance and Briefings; Housing Quality Standards and Inspections; Re-certifications; and Appeals.

The only acceptable reasons for missing appointments or failing to provide information by deadlines are medical emergencies, as approved by GHA, and incarceration or other official detainment.

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed requesting a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

SECTION 16
OWNER PROHIBITIONS AND RESTRICTIONS

General [24 CFR 982.54, 982.306, 982.453]

It is the policy of GHA to recruit owners to participate in the Voucher program. GHA will provide owners with prompt and professional service in order to attract an adequate supply of available housing for rent under the Housing Choice Voucher program. Federal regulations define when GHA must prohibit an owner from participating in the program, and when GHA has the discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

Disapproval Of Owner [24 CFR 982.306, 982.54(d)(8)]

Owners participate in the Housing Choice Voucher Program at will and do not have a right of participation. For purposes of this section, "owner" includes a principal, management agent or any other party acting on behalf of an owner.

GHA will prohibit the participation of property owners for any of the following reasons:

- The owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24;
- An administrative or judicial action has been instituted against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending investigation and/or resolution;
- A court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements;
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program;
- The owner has engaged in drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with HQS for units leased under the Housing Choice Voucher programs or any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted

under Housing Choice Voucher or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
- Threatens the health or safety of other residents, or of owner employees or other persons engaged in management of the housing.;
- Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
- Is involved in drug-related criminal activity or violent criminal activity;

- The owner has not paid State or local real estate taxes, fines or assessments.

- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

Restriction of Immediate Family Members

GHA is prohibited from approving a Housing Assistance Contract with an owner that is the parent, child, grandparent, grandchild, sister or brother of any member of the household to be assisted. However, this provision may be waived as a reasonable accommodation for a family member who is a person with a disability, provided that the assisted household has made reasonable efforts to locate other suitable housing and has been unsuccessful.

In cases where the owner and tenant bear the same last name, GHA will require the family and owner to certify whether they are related to each other in any way. Failure to disclose relationship will be considered fraud and grounds for termination of tenancy and prohibition of future program participation by the owner.

Owner Restrictions And Penalties [24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, GHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. GHA may also terminate any additional Housing Assistance Contracts with the owner.

Before imposing any penalty against an owner the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

Proof of Ownership

Landlords will be required to provide proof of ownership prior to execution of a Housing Assistance Contract. Acceptable documentation may include a Real Estate Act of Sale; the property deed or title; or other acceptable legal documentation. Utility bills, insurance documents or other such documents will not be considered sufficient evidence of ownership.

The Housing Assistance Payments Contract will be executed in the format as indicated on the proof of ownership. Ownership by more than one individual will require execution of all parties or appropriate legal documentation such as power of attorney, which designates a single individual to act on behalf of all owners.

Designation of a management agent or other payee will be approved with appropriate legal documentation signed and notarized by all owners of the property.

GHA will approve the assignment and transfer of a HAP contract to a new owner at the request of an owner of record. The change of ownership will be processed upon written request accompanied by appropriate documentation showing the transfer of title and recorded deed or a last will and testament identifying an executor, along with a death certificate for the owner of record.

Foreclosed Properties

GHA shall handle all instances of a foreclosure of a property subsidized by its HCV program in accordance with PIH Notices 2009-17 and 2009-52. These rules sunset on December 31, 2012.

The new owner of a foreclosed property is required provide at least 90 days notice to vacate to tenants as follows:

(1) The advance notice applies to tenants in any foreclosed dwelling or residential real property, regardless of the type of loan or other security interest on the property.
(2) An advance notice of 90 days is the minimum period of notification.
(3) Responsibility for providing the advance notice to tenants falls on the immediate successor in interest of the property, which will generally be the purchaser.
(4) The notice must be given to anyone who, as of the date of the notice of foreclosure, is a bona fide tenant, whether or not there is a lease.

Further, the existing lease (and HAP Contract if the mortgage is Federally insured) shall stay in effect for the remainder of its term, if the term exceeds 90 days, unless the new purchaser intends to occupy the unit as his/her primary residence. The new owner assumes responsibility for complying with the terms of the existing Lease and HAP Contract. The owner cannot request the tenant to vacate the premises prior to the date of the sale or other property transfer.

Except as provided above, a successor owner may not terminated a lease in a foreclosed unit unless there has been serious and repeated lease violations.

The HAP contract provides that it shall be interpreted and implemented in accordance with HUD requirements. The contract incorporates by reference the statutory provisions discussed in this notice and the June 24, 2009 Federal Register notice HUD issued on this subject (74 Fed. Reg. 30106) through the definition of HUD requirements. Once the new forms have been issued by HUD, GHA shall use the most recently issued form of the HAP contracts and tenancy addendums for participants that move or new participants.

Notifications:

For every unit in which a tenant receiving Housing Choice Voucher (HCV) assistance resides and is currently provided assistance under a HAP contract, GHA shall:

A. Provide notice to the Landlord or party executing the contract of the changes in law outlined in this Notice. This Notice shall be provided at landlord meetings, in the owner Guidebook, and the Owner Newsletter.

B. Provide notice to the Head of Household that is receiving HCV assistance of their rights as a result of the change in law outlined in this Notice by providing explanations of the tenant rights at annual re-examinations, via the participants' guidebook, and at moving briefings.

C. Notify HCV applicants that have been issued a voucher as well as prospective owners about the new law at briefings.

If a GHA learns that the property is in foreclosure, it shall:

A. Make all reasonable efforts to determine the status of the foreclosure and ownership of the property. Tenants shall be asked to provide any correspondence notifying them of the foreclosure, possibly in a 90 day notice to vacate.

B. Continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract. With the exception of HUD-insured mortgages or loans, defaulting on a mortgage/loan is not a breach of the HAP contract.

C. Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement shall include a request for owner information such as a Tax Identification Number, and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is nevertheless effective by operation of law.

D. Inform the tenant that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payment or cannot be identified, the tenant should pay the rent into escrow, because failure to pay rent may constitute an independent ground for eviction.

E. If the GHA is unable to make HAP payments to the successor in interest due to: (1) An action or inaction by the successor in interest that prevents such payments, including the rejection of payments or the failure of the successor to maintain the property in accordance with Housing Quality Standards (HQS); or (2) An inability to identify the successor, GHA shall inform the family of this. In order to ensure adequate protection of the tenant's rights under the statutory authority as well as enforcing performance of the successor in interest under the HAP contract, the GHA should refer tenants, as services are needed, to the local

Legal Aid Office.

GHA will make reasonable inquiries to determine whether the unit, in addition to having a tenant receiving HCV assistance, will be (or has been) assisted under the Neighborhood Stabilization Program (NSP). GHA will inquire with the applicable units of local government to determine if properties occupied by Section 8 participants are under consideration for the NSP program. However, GHA has elected not to utilize HAP for other permissible purposes other than rent as permitted for NSP units.

SECTION 17
OWNER OR FAMILY DEBTS

General (24 CFR 982.552)

This chapter describes the GHA's policies for the recovery of monies, which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner; the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to Requests for lump sum payments; Civil suits; Payment agreements; Abatements; Reductions in HAP to owner; Collection agencies; Credit bureaus; and, Income tax set-off programs.

Payment Agreement For Families [24 CFR 982.552 (c)(v-vii)]

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

GHA will not enter into a payment agreement for any of the following reasons:

- If the family already has a Payment Agreement in place;
- If the PHA determines that the family committed program fraud; or
- If the PHA determines that the debt amount is larger than can be paid back by the family with one year.

The following terms will guide the execution of a repayment agreement with a program participant.

- The maximum amount for which the PHA will enter into a payment agreement with a family is not to exceed the difference between tenant rent and 50% of monthly-adjusted income.
- The maximum length of time the PHA will enter into a payment agreement with a family is for 12 months.

Payment Agreements - Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due.

If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA will require the family to pay the balance in full or terminate the housing assistance

If the family requests a move to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim, the family will be required to pay the balance in full, or be terminated from the program.

Debts Due To Misrepresentations/Non-Reporting Of Information [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Housing Choice Voucher program funds in violation of Housing Choice Voucher program requirements.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

Program Fraud

Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

If a family owes an amount, which equals or exceeds $10,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

Owner Debts To The PHA [24 CFR 982.453(b)]

If the PHA determines that the owner has retained housing assistance payments the owner is not entitled to, the PHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the PHA will Require the owner to pay the amount in full within 30 days; Pursue collections through the local court system; and Restrict the owner from future participation.

Writing Off Debts

Debts owed to the Housing Choice Voucher Program from program participants or owners will be reviewed each year jointly with the Housing Choice Voucher staff and the Finance staff to determine if such debts are valid and collectible. Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than 3 years old;
- A determination is made that the debtor is judgment proof;
- The debtor is deceased;
- The debtor is confined to an institution indefinitely or for more than 3 years; or,
- The amount is less than $100.00 and the debtor cannot be located.

EIV System

GHA shall report all information pertaining to tenant debts owed and terminations for violations of Family Obligations to the EIV system.

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former tenant disputes this information, s/he will be advised contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If GHA determines that the disputed information is incorrect, GHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the PIH program.

SECTION 18
COMPLAINTS AND APPEALS

General [24 CFR 982.401]

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

General Complaints

GHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. However, GHA does not require that complaints regarding HQS violations be put in writing. HQS complaints may be reported by telephone.

Complaints from families: If a family disagrees with an action or inaction of the PHA or owner, the family must first contact their caseworker. If a complaint is not resolved, it will be referred to a Supervisor.

Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family, the owner must also contact the assigned supervisor. If the complaint is not resolved, it should also be referred to a supervisor.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to their assigned supervisor.

Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family or an owner will be referred to an assigned supervisor.

Informal Review Procedures For Applicants [24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible;
- The procedure for requesting a review if the applicant does not agree with the decision; and,
- The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The PHA must provide applicants with the opportunity for an informal review of decisions denying the following actions:

- Listing on or removal from the waiting list;
- Issuance of a voucher;
- Participation in the program; and,
- Assistance under portability procedures.

Informal reviews are not required and will not be provided for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- Refusal to extend or suspend a voucher
- A PHA determination not to grant approval of the tenancy
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an informal review must be received in writing by the close of the business day, no later than 10 days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within 15 days from the date the request is received.

The person who made or approved the decision under review, nor a subordinate of such person can conduct the informal review. All reviews will be conducted by a departmental supervisor other than the person who rendered the original decision.

In order to expedite the review and provide improved service to customers, GHA will encourage the review to be conducted by telephone if acceptable to the applicant. The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

Informal Hearing Procedures [24 CFR 982.555(a-f), 982.54(d)(13)]

Hearing procedures will be provided to families in the briefing packet at the time of issuance of the voucher.

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the PHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the PHA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

When terminating assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based

GHA will provide participants with the opportunity for an informal hearing for decisions related to any of the following determinations. The opportunity for an informal hearing will be provided before termination of assistance.

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment;
- Appropriate utility allowance used from schedule;
- Family unit size determination under PHA subsidy standards;
- Determination to terminate assistance for any reason; and,
- Determinations to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account.

Informal hearings are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or lease
- A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)
- A PHA determination that the unit is not in accordance with HQS because of the family size
- A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is GHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within 30 days. The notification of hearing will contain:

- The date and time of the hearing;
- The location where the hearing will be held;
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
- The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing.

Requests for documents or evidence must be received by with party no later than 15 days before the scheduled hearing date.

Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within 24 hours, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the PHA's determination;
- Examine the documents in the file which are the basis for the PHA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or designated representatives at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a charge of $.25 per copy. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this Chapter, the PHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person.

The PHA may appoint hearing officers who are managers from other departments in the government of the jurisdiction or are professional mediators or arbitrators, employed by the county Bar Association or a mediation, dispute resolution, or arbitration service.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the PHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the PHA and the family within 10 days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed;
- The date the decision goes into effect.

The PHA is not bound by hearing decisions:

- Which concern matters in which the PHA is not required to provide an opportunity for a hearing
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

The PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within 10 days. The letter shall include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

Provisions For "Restrictions On Assistance To Non-Citizens" [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status shall be handled as follows:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

Mitigating Circumstances For Individuals With Disabilities [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process. Such circumstances shall be considered when making the final determination of the review or hearing.

SECTION 19
SPECIAL HOUSING TYPES

General [24 CFR 982.601]

GHA will permit the use of all types of special housing arrangements in the Housing Choice Voucher Program. Special housing arrangements include such housing alternatives as shared housing, congregate housing, assisted living, cooperative housing and other housing choices that meet the needs of program participants. Families may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

GHA will not set aside any program funding from the Housing Choice Voucher Program for use in special housing types. However, GHA will administer any vouchers it may receive from HUD as the result of a national set aside for special program types.

Single Room Occupancy [24 CFR 982.602]

Single room occupancy (SRO) refers to a housing unit that generally lacks a kitchen and may have a shared bathroom. A single person may use a Housing Choice Voucher to reside in an SRO housing unit.

A separate lease and housing assistance payment contract will be executed for each assisted person residing in an SRO. The payment standard used for an SRO unit is 75 percent of the zero bedroom payment standard as determined annually by GHA. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance. The PHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

Congregate Housing [24 CFR 982.606]

Congregate housing normally refers to a housing unit located in a home or building that shares a central kitchen facility. The facility may have shared bathrooms or may offer individual bathroom facilities for each living unit. A warm up kitchen with a small counter and microwave may also be included in the unit.

An elderly person or a person with disabilities may use their Housing Voucher to reside in a congregate housing unit. The PHA may also approve a family member or live-in aide to reside with the elderly person or person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

A separate lease and HAP contract will be executed for each assisted family residing in a congregate housing unit. Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on the PHA payment standard schedule. However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one bedroom payment standard amount.

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

Group Homes [24 CFR 982.610, 982.612]

A group home is defined as a facility that is licensed, certified, or otherwise approved in writing by the State, or the State's licensing department for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities. It is more common to see group homes used for persons with disabilities than for elderly persons.

An elderly person or a person with disabilities may use their Housing Voucher to reside in a State-approved group home. If approved by the PHA, a live-in aide may reside with a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. However, GHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities. No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in Aide.

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home. The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the PHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Unless there is a live-in aide, the family unit size will be determined as a zero bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size (total number of bedrooms in the group home).

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size. The PHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

Shared Housing [24 CFR 982.615]

Shared housing is a single housing unit occupied by more than one household. The unit normally consists of both common space for shared use by both households and separate private space (sleeping and bathing quarters) for each household. An assisted family may use their Housing Voucher to reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit.

The owner of a shared housing unit may also reside in the unit. A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of an owner. The PHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner. There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size.

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit. The PHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

Cooperative Housing [24 CFR 982.619]

A cooperative refers to a type of housing in which an individual has an ownership interest, normally shares or a percentage, in the overall property. Co'ops are always designated on the ownership documents as cooperative housing and the PHA will confirm that a property is so designated prior to processing a voucher under this housing arrangement.

The PHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperatives debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any tenant paid utility.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The payment standard is applied in accordance with standard procedures for applicability of payment standards described earlier in this plan. Utility allowances are also applied in accordance with standard procedures.

The PHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.401.

Manufactured Homes [24 CFR 982.620]

A manufactured home is a structure that is built on a permanent chassis, is designed for use as a principal residence but is movable, is not anchored to a foundation but does have tie downs. The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will also provide assistance for a family that owns the manufactured home and leases only the space.

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- A tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding must securely anchor a manufactured home.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space. Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA. The PHA will not approve a lease for a manufactured home space until the PHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA will re-determine that the rent is reasonable.

The PHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home space.

The FMR for a manufactured home space will be determined by HUD and published annually. The initial rent to owner for leasing a manufactured home space may not exceed the published FMR for a manufactured home space. The FMR for rental of a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit.

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

- The payment standard minus the total tenant payment; or
- The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the PHA:

- Rent to owner for the manufactured home space;
- Owner maintenance and management charges for the space;
- The utility allowance for tenant paid utilities.

The PHA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place. Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

SECTION 20
PROGRAM INTEGRITY

General [24 CFR 792.101 to 792.204, 982.54]

The US Department of Housing and Urban Development conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

GHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. This chapter outlines GHA's policies for the prevention, detection and investigation of program abuse and fraud.

Criteria For Investigation Of Suspected Abuse And Fraud

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA' s attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.

Verification of Documentation. A follow-up will be made if the PHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

Steps To Prevent Program Abuse And Fraud

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Program Orientation Session. Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The PHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Participant Certification. All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

Steps To Detect Program Abuse And Fraud

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, a representative sample of participant files will be reviewed by a supervisor. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

Observation. The PHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the PHA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

EIV System – The EIV System has several tools that will be monitored on an ongoing basis to detect fraud and program abuse including reports for:

a. Identifying tenants whose reported personal identifiers do not match the SSA database;
b. Identifying tenants who need to disclose a SSN;
c. Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
d. Identifying tenants who may not have reported complete and accurate income information;
e. Identifying tenants who have started a new job;
f. Identifying tenants who may be receiving duplicate rental assistance;
g. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

Handling Of Allegations Of Possible Abuse And Fraud

The PHA staff will encourage all participating families to report suspected abuse to their assigned caseworker. The caseworker will be responsible for conducting a preliminary review of allegations to determine their validity. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file.

All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. GHA will not follow up on allegations which are vague or otherwise non-specific. Caseworkers will be responsible for referring cases to their assigned supervisor if it is determined to be a valid allegation and supervisors will be responsible for following up or referring the case to GHA's Director of Housing Management. Only allegations which contain one or more independently verifiable facts will be reviewed.

File Review. An internal file review will be conducted to determine: If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Director of Housing will initiate an investigation to determine if the allegation is true or false.

Overpayments To Owners

If a landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, GHA may terminate the Contract and will make every effort to recover any overpayments. Payments otherwise due to the owner may be deducted from other contracts in order to repay the PHA or the tenant, as applicable.

Investigation of Allegations Of Abuse And Fraud

If the PHA determines that an allegation is referred to the Director of Housing Management, or a person designated to monitor the program compliance, an investigation will be conducted. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

- Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

- Verification of Credit. In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the

unreported income source.

- Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
- Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.
- Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
- Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
- Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. The PHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

Program fraud, misuse, and abuse can be reported to the HUD office of Inspector General (HUD-OIG) at:

HOTLINE Number

Toll Free 1-800-347-3735

TTD 202-708-2451

1800-304-9597

e-mail hotline@hudoig.gov

Write to:

HUD OIG Hotline (GFI)

400 Virginia Ave., SW

Suite 120

Washington, DC 20024

Documents, Evidence And Statements Obtained By The PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information, which may assist in the investigation.

Conclusion Of The Investigative Review

At the conclusion of the investigative review, the reviewer will report the findings to the Housing Choice Voucher Program Director. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

Evaluation Of The Findings

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud);
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

Action Procedures For Violations Which Have Been Documented

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Non-compliance.** This category applies when the family "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

   (a) **Warning Notice to the Family.** In such cases a notice will be sent to the family, which contains the following:

   - A description of the non-compliance and the procedure, policy or obligation which was violated;
   - The date by which the violation must be corrected, or the procedure complied with;
   - The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PH; and,
   - The consequences of repeated (similar) violations.

2. **Procedural Non-compliance - Overpaid Assistance.** When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

- A description of the violation and the date(s);
- Any amounts owed to the PHA;
- A ten day response period; and,
- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Participant Fails to Comply with PHA's Notice. If the Participant fails to comply with the PHA's notice, and a family obligation has been violated, the PHA will initiate termination of assistance.

Participant Complies with PHA's Notice. When a family complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

3. **Intentional Misrepresentations.** When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, the PHA will evaluate whether or not: the participant had knowledge that his/her actions were wrong, and the participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

(a) An admission by the participant of the misrepresentation.

(b) That the act was done repeatedly.

(c) If a false name or Social Security Number was used.

(d) If there were admissions to others of the illegal action or omission.

(e) That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).

(f) That the participant falsified, forged or altered documents.

(g) That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

4. **Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution: If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA will notify HUD's RIGI, and terminate rental assistance.

(b) Administrative Remedies: The PHA will terminate assistance and execute an administrative repayment agreement in accordance with the PHA's Repayment Policy.

5. **The Case Conference for Serious Violations and Misrepresentations.** When the PHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the PHA. The family will be given 10 days to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The family's past history
- Whether or not criminal intent has been established.
- The number of false statements.

6. **Notification to Participant of Proposed Action.** The PHA will notify the family of the proposed action no later than 15 days after the case conference by certified mail.

SECTION 21
SECTION 8 MANAGEMENT ASSESSMENT PROGRAM

General

The U. S. Department of Housing and Urban Development implemented the Section 8 Management Assessment Program (SEMAP) on October 13, 1998 to serve as a management tool for objectively measuring program compliance, identifying management capabilities and deficiencies, as well as improving risk assessment for potential program problems. SEMAP also provides local housing agencies with a structured self-assessment system for evaluating the tenant-based rental assistance programs.

Performance Indicators

The following performance indicators have been established to help meet HUD's overall goal of getting the right Section 8 families in the right units at the right cost. Effective delivery of rental assistance and family-self-sufficiency goals is also measured. The individual indicators and their assigned points are presented below.

Performance Indicator	Total Possible Points
1. Selection from the Waiting List	15
2. Rent Reasonableness	20
3. Adjusted Income	20
4. Utility Allowance	5
5. HQS Quality Control	5
6. HQS Enforcement	10
7. Expanding Housing Opportunity	5
8. Payment Standards	5
9. Annual Reexaminations	10
10. Tenant Rent Calculations	5
11. PreContract HQS Inspections	5
12. Annual Inspections	10
13. Lease-Up	20
14. FSS Escrowing and % of Families with Escrow Accounts	5 5
15. Deconcentration Bonus	5
TOTAL POSSIBLE POINTS	**150**
High Performer: 90+% Standard Performer: 61-89% Troubled: <=60%	

Certification Period

GHA is required to submit a certification to HUD by March 31th of each year for the period from April 1st through March 31th (GHA's fiscal year).

The SEMAP Certification Process

The certification for each of the performance indicators is supported by documentation from the following sources:

- Family files and MIS (CCS) computer records
- Multi-Family Tenant Characteristic System (MTCS)
- Management files, marketing materials, studies, and surveys.

Family Files and CCS Computer Records

A random sample of family files and CCS Computer Records along with management files, marketing materials, studies and surveys were reviewed to support the following SEMAP indicators:

- Indicator 1: Selection from the Waiting List
- Indicator 2: Rent Reasonableness
- Indicator 3: Adjusted Income
- Indicator 4: Utility Allowance Schedule
- Indicator 5: HQS Quality Control
- Indicator 6: HQS Enforcement
- Indicator 7: Expanding Housing Opportunities
- Indicator 8: Payment Standards
- Indicator 15: De-concentration (Bonus)

MTCS Data

The Multi-Tenant Characteristic System (MTCS) is a computerized tracking and monitoring system used by HUD to track family data in both the Section 8 and public housing programs. Family information is electronically submitted to MTCS upon completion of a HUD 50058 Family Report.

The following SEMAP indicators are evaluated based on information from the MTCS database.

- Indicator 9: Annual Reexaminations
- Indicator 10: Tenant Rent Calculations
- Indicator 11: Pre-Contract HQS
- Indicator 12: Annual Inspections
- Indicator 13: Lease-Up
- Indicator 14: FSS Enrollment and Escrow Account

Summary by Indicator

Indicator 1: Selection from the Waiting List

The purpose of this indicator is to determine whether the local housing agency has written admission policies in its Administrative Plan and to confirm whether the agency follows their admission policies when selecting applicants from the waiting list. The Administrative Plan must be formally adopted by the Housing Authority and must be submitted to HUD.

Verification Process

HUD will rate this indicator on the SEMAP certification. An agency can earn either all or none of the 15 points for this indicator. To earn all 15 points, the review must confirm that the agency has written admissions policies in it Administrative Plan and at least 98% of the families in the sample were selected from the waiting list in accordance with these policies and met the selection criteria that determined their places on the waiting list and their order of selection.

Indicator 2: Rent Reasonableness

The purpose of this indicator is to determine whether the housing agency has implemented a written, reasonable method for determining and documenting the rent charged for each unit leased. The method used must ensure that the rent charged is reasonable based on current rents for comparable unassisted units at the time of initial leasing; when there is any increase in the rent to owner; and at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary.

Verification Process

This indicator will be rated by HUD on the PHA's SEMAP certification. An agency can earn a maximum of 20 points for this indicator if the review confirms that:

- The PHA has a reasonable method it follows to determine reasonable rent which considers location, size, type, quality, and age of the units, and the amenities, housing services, and maintenance and utilities provided by the owner; and
- A random sample of tenant files demonstrates that the rent reasonable system was used and documented in 98% of the files sampled for initial lease-up, any rent increase to owner, and if there is a 5% decrease in the published FMR in effect 60 days prior to the HAP contract anniversary.

Fifteen points can be earned if the review confirms that the above criterion is met in 80-97% of the units sampled for the review. Zero points are earned if the rent reasonableness method is used and documented in less than 80% of the random sample files that are reviewed.

Indicator 3: Adjusted Income

The purpose of this indicator is to determine whether the housing agency has verified and correctly determined adjusted annual income for each assisted family at the time of admission; and at annual reexamination.

Verification Process

This indicator will be rated by HUD on the SEMAP certification. An agency can earn a maximum of 20 points for this indicator if the review confirms that based on a random sample in at least 90% of the families:

- The HA obtains 3rd party verification of reported family income, the value of assets totaling more than $5000, expenses related to deductions from annual income and other factors that affect the determination of adjusted income, and/or the HA documents in tenant files why third party verification was not available;
- The HA properly attributes and calculates allowances for any medical, child care, and/or disability assistance expenses; **and**
- The PHA uses the appropriate utility allowance to determine gross rent for the unit leased.

Fifteen points can be earned if the review confirms that the above criteria are met in 80-89% of the files sampled for the review. Zero points are earned if adjusted income determinations are correct and properly documented in less than 80% of the random sample files reviewed.

Indicator #4 – Utility Allowance Schedule

The objective of this indicator is to determine whether the PHA maintains an up-to-date utility allowance schedule in accordance with HUD program regulations, (24 CFR 982.517.)

Verification Process

This indicator will be rated by HUD on the SEMAP certification. An agency can earn a maximum of 5 points for this indicator if the review confirms that the PHA reviewed utility rate data within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10 percent or more in a utility rate since the last time the utility allowance schedule was revised.

Indicator #5 – HQS Quality Control Inspections

The purpose of this indicator is to determine whether a PHA supervisor or other qualified person re-inspects a sample of the units under contract during the last completed PHA fiscal year. The quality control inspection process tests consistency in adherence to the Housing Quality Standards and also helps to determine if inspectors require additional training.

Verification Process

This indicator will be rated by HUD on the PHA's SEMAP certification. An agency can earn a maximum of 5 points for this indicator, if the review confirms that:

- A sample of assisted units were quality control inspected based on the sample size required for the number of units under contract.
- The sample represents units recently inspected (HQS inspections perform during the 3 months preceding the quality control inspection)
- The sample represents cross-section of inspectors and neighborhoods

Indicator #6 – HQS Enforcement

The purpose of this indicator is to test the Housing Authority's ability to insure that life-threatening HQS deficiencies are corrected within 24 hours from the date of inspection and that all other HQS deficiencies are corrected within no more than 30 calendar days from the date of the inspection or any HA-approved extension. The indicator also tests whether the Authority has appropriately abated the rent to owner no later than the first of the month following the specified correction period, and if not corrected termination of the HAP contract. This indicator also measures the response of the HA for family caused defects, and whether or not the Authority takes prompt and vigorous action to enforce the family obligations.

Verification Process

This indicator will be rated by HUD on the HA's SEMAP certification. An agency can earn a maximum of 10 points for this indicator if the review confirms that based on a random sample:

- 100% of life threatening emergencies were completed within 24 hours;
- 98% of all other cited HQS deficiencies were corrected within no more than 30 days or any HA approved extension;
- If deficiencies were not corrected within required time frame, the HAP payment was abated no later than the first of the month following the correction period or the HAP contract was terminated or for family-caused defects took prompt and vigorous action to enforce the family obligations.

Indicator #7 – Expanding Housing Opportunities

The purpose of this indicator is to determine whether the housing agency has adopted and implemented a written policy to encourage participation by owners with units located outside areas of poverty or minority concentration; informs rental voucher and certificate holders of the full range of areas where they may lease units both inside and outside of the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.

Verification Process

This indicator will be rated by HUD on the HA's SEMAP certification. An agency can earn a maximum of 5 points for this indicator if the review confirms that:

- The HA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration; the HA clearly delineates areas in its jurisdiction that the HA considers areas of poverty or minority concentration, and which includes actions the HA will take to encourage owner participation.

- The HA encouraged participation by owners outside areas of poverty and minority participation.

- The HA has prepared maps that show various areas, both within and outside of its jurisdiction.

- The HA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the rental voucher or certificate programs, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration

- The HA's information packet includes an explanation of how portability works and includes a list of neighboring HA with the name, address and telephone number of a portability contact person at each.

- PHA has analyzed whether rental voucher and certificate holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, if such difficulties have been found, PHA documentation shows that the PHA has analyzed whether it is appropriate to seek approval of area exception rents in any part of its jurisdiction and has sought HUD approval of exception rents when necessary.

Indicator #8 – Payment Standards

The purpose of this indicator is to determine whether the housing agency has verified and correctly determined adjusted annual income for each assisted family at the time of admission; and annual reexamination.

Verification Process

This indicator will be verified by HUD through the use of payment standard information submitted to HUD on the SEMAP certification form and MTCS gross rents and FMR data. An agency can earn a maximum of 5 points for this indicator if:

- At least 98% of the families newly leased in the certificate program, excluding over-FMR families, have initial gross rents at or below the applicable FMR or approved exception rent limit, and

- That the PHA has adopted payments standards which do not exceed the applicable FMR or approved exception rent limit and which are not less than 80% of the current FMR, unless approved by HUD.

Zero points are earned if the random sample demonstrates that more than 2% of the files sample have gross rents that exceed the applicable FMR, or HUD-approved exception rent limits, or the HA's rental voucher program payment.

Indicator #9 – Annual Re-Certifications

The purpose of this indicator is to determine whether the housing agency completes an annual re-examination for each participating family at least every 12 months.

Verification Process

This indicator will be verified by MTCS reports showing the percent of reexaminations that are more than 2 months overdue. An agency can earn a maximum of 10 points for this indicator if the MTCS report confirms that fewer that 5% of all PHA reexaminations are more than 2 months overdue. Five points can be earned if the report confirms that 5 to 10% of all PHA reexaminations are more than 2 months overdue. Zero points are earned if more than 10% of all PHA reexaminations are more than 2 months overdue.

Indicator #10 – Correct Tenant Rent Calculations

The purpose of this indicator is to determine whether the housing agency correctly calculates tenant rent in the rental certificate program, and the family's share of the rent to owner in the rental voucher program.

Verification Process

This indicator will be verified by MTCS reports. The reports will demonstrate the percent of tenant rent and family's share of the rent to owner calculations that are incorrect based on data sent to HUD on the HUD-50058 form.

An agency can earn a maximum of 5 points for this indicator if the MTCS report confirms that 2% or fewer of all PHA tenant rent and family's share of rent to owner calculations are incorrect. Zero points will be awarded if more than 2% of all PHA tenant rent and family's share of rent to owner calculations are incorrect.

Indicator #11 – Pre-contract HQS Inspections

The purpose of this indicator is to determine whether newly leased units passed HQS inspection on or before the beginning date of the assisted lease and HAP contract.

Verification Process

This indicator will be verified by the MTCS report which shows the percent of newly leased units where the beginning date of the assistance contract is before the date the unit passed HQS inspection. If 98 to 99 percent of newly leased units passed HQS inspection before the beginning of the HAP contract, the PHA will receive 5 points. If fewer than 98% passed inspection prior to execution of the contract, the PHA will receive 0 points.

Indicator #12 – Annual HQS Inspections

The purpose of this indicator is to determine whether the housing agency inspects each unit under contract at least annually.

This indicator will be verified by the MTCS report, which shows the percent of HQS inspections that are more than 2 months passed due. It should be noted that the 2-month allowance is provided to accommodate a possible lag in the housing agency's electronic submission and not in the completion of the inspection.

Verification Process

This indicator will be verified by the MTCS report, which shows the percent of HQS inspections that are more than 2 months passed due. It should be noted that the 2-month allowance is provided to accommodate a possible lag in the housing agency's electronic submission and not in the completion of the inspection. The PHA will receive 10 points if fewer that 5% of the annual inspections are more than two months late, 5 points if 5% to 10% are more than two months late and, 0 points if more than 10% of annual inspections are more than two months late.

Indicator #13 – Lease-Up

The purpose of this indicator is to determine whether the housing agency entered into HAP contracts for the number of units under budget for the last fiscal year.

Verification Process

This indicator will be verified by the percent of units leased during the last completed HA fiscal year as determined by taking unit-months under HAP contract as shown on the HA's latest approved year-end operating statement, dividing that result by 12, and then dividing that result by the number of units budgeted as shown on the PHA's approved budget for the same fiscal year.

An agency can earn a maximum of 20 points for this indicator if the percent of units leased during the last fiscal year was 98% or more. Fifteen points will be awarded if 95-98% of the units were leased during the last fiscal year. Zero points will be awarded if less than 95% of the units were leased during the last fiscal year.

Indicator #14 – Family Self-Sufficiency

The purpose of this indicator is to determine whether the PHA has enrolled families in the FSS program as required, and the extent of the PHA's progress in supporting FSS by measuring the percent of current FSS participants with FSS progress reports entered in MTCS that have had increases in earned income which resulted in escrow account balances.

Verification Process

HUD will verify this indicator through the MTCS report that shows the number of families currently enrolled in FSS. This number is divided by the number of mandatory FSS slots based on funding reserved for the PHA through the second to last completed Federal Fiscal Year, or based on a reduced number of mandatory slots under a HUD-approved exception. An MTCS report also shows the percent of FSS families with FSS progress reports who have escrow account balances. HUD also uses information reported on the SEMAP certification by initial PHA's concerning FSS families enrolled in their FSS programs but who have moved.

Indicator #15 – Deconcentration

The purpose of this indicator is to determine what percentage of Section 8 families with children who live in and who have moved during the reporting period, moved to low-poverty census tracts in the PHA's principal operating area.

Verification Process

This indicator will be verified by the PHA data submitted for the de-concentration bonus and the latest independent auditor annual audit report.

Required Action Plan

An operational improvement plan is required for any PHA deemed substandard under the Section 8 Management Assessment Program. Upon HUD's confirmation of a substandard score the PHA must prepare a detailed action plan identifying the tasks necessary to improve each failed indicator. HUD may also require an action plan for any individual indicator that does not reach a passing score even if the overall rating of the PHA is standard.

SECTION 22
HOMEOWNERSHIP

General (24 CFR 982.625)

The Gary Housing Authority will provide current Housing Choice Voucher participants with the option of participating in a Homeownership Program in accordance with the provisions set forth in the final rule issued on October 12, 2000 by the U. S. Department of Housing and Urban Development, the plan set forth herein and any future notices issued by HUD.

Program Set-Aside

The number of Housing Choice Vouchers that will be made available for the homeownership program will initially be limited to 1-25 Vouchers. The number may be increased based on the success of the program, staff capacity, and availability of Vouchers.

Eligibility Criteria (24 CFR 982.627)

The following criteria shall be established to determine eligibility for participation in the Section 8 Homeownership Program:

- The head of the household or spouse must have maintained full time employment continuously for a minimum of one year or be an elderly or disabled family.
- Total annual household income must exceed $10,500 per year or $6,800 for an elderly or disabled household and cannot be derived from any form of welfare unless it is an elderly or disabled household.
- No family member can have any ownership interest in any real property.
- No family household member may receive any rental income during any period of homeownership assistance.
- No family member may have a history of any default on a mortgage or other purchase instrument for the past three years prior to receiving assistance under the homeownership program.
- All household members age 18 and older must satisfactorily complete a homeownership counseling and education program prior to approval for participation in the homeowner program.
- The family must be a first time homebuyer. No individual household member may have held title to any property for a period of three years prior to participation in the program.
- An existing Section 8 rental voucher participant cannot convert the rental voucher to a homeowner voucher until such time that the lease expires on the rental unit and all program and family obligations have been met.

- The family may be a participant in the Family Self-Sufficiency program administered by GHA or another similar self-sufficiency program and have satisfactorily met all program goals and objectives, or develop and successfully complete a homeownership plan for a minimum of six months.

- Applicants must have acceptable credit to obtain private mortgage financing and complete a pre-qualification process for a mortgage prior to determination of final eligibility.

Homeownership Applications and Waiting List

GHA will maintain a separate waiting list for Section 8 Homeownership. Prior to being placed on the waiting list for homeownership, applicants must have completed an application for homeownership and been determined eligible in accordance with the criteria stated above. Preference will be given to applicants for homeownership in order, as follows:

1. Applicants who have been pre-qualified for a mortgage that want to purchase any homeownership unit developed under a HUD approved HOPE VI revitalization program;
2. Applicants who have been pre-qualified for a mortgage that want to convert their existing rental voucher to a homeownership voucher;
3. All other applicants who have been pre-qualified for a mortgage.

Self-Sufficiency and Homeownership Counseling (24 CFR 982.630)

GHA will target the homeownership program to current and future participants of the Section 8 Family Self-Sufficiency program and the HOPE VI Self-sufficiency programs provided that Section 8 Assistance will not be used jointly with HOPE VI funds for the same assisted family.

GHA will enter into an Agreement with one or more certified homebuyer counseling agencies to administer the required homeownership-counseling program. Interested households will be referred to the GHA partner for pre-determination of credit worthiness. If it is determined that a household is credit worthy, then a homeownership plan will be developed. If a family is not credit worthy, the family will be referred to the FSS program (if not a current participant) to move the family towards credit worthiness.

Issuance of Homeownership Voucher

Upon successful completion of the homeownership plan, the family will be referred to a participating financial institution and be pre-qualified for an affordable home. GHA will provide the financial institution with the family's estimated homebuyer subsidy for inclusion in the qualification determination.

The family will be issued a homebuyer voucher upon submission of the pre-qualification confirmation from the financial institution. The voucher will be valid for a total of 180 days from the date of issuance. The family must enter into a purchase agreement within the time period allotted. No extensions will be granted.

Total Housing Costs

The total housing costs for the assisted family is defined as principal, interest, taxes, insurance, utilities and a maintenance reserve as determined by GHA. Total housing costs cannot exceed the applicable payment standard under the Housing Choice Voucher Program based on the appropriate bedroom size.

Purchase Agreement and Home Inspection

The voucher family must provide GHA with a copy of the purchase agreement for the selected home. GHA will conduct an inspection and determine compliance with the federal Housing Quality Standards. The family will be provided with a copy of the HQS inspection and will be responsible for correction of any deficiencies.

The family must obtain an independent professional home inspection of the homes' major systems at the expense of the family. The inspection must cover all building systems and components, including foundation and structure, housing interior and exterior and the roofing, plumbing, electrical and heating systems.

If the family is purchasing a new construction home, the home must be fully completed before entering into the purchase agreement and must specify that a closing date will occur not more than 90 days from the date of the purchase agreement.

Ownership Title

The title of the unit to be purchased may be held jointly by one or more members of the assisted household or may be in a cooperative in which one or more members of the assisted household own shares. Town homes, condominiums or other structure types are acceptable as long as a fee simple title can be transferred to the assisted family.

Down Payment and Financing (24 CFR 982.632)

A minimum down payment equal to 3% of the purchase price of the selected home must is required for participation in the program. At least 1% of this requirement must come from the households own funds.

The assisted household is required to secure a private fixed rate thirty year, twenty year or fifteen year fully amortizing mortgage. GHA at its sole discretion may approve seller financing. Any financing with balloon payments is prohibited.

Subsidy Payments

The total tenant payment, tenant rent and housing assistance payments shall be calculated in accordance with all provisions of the Housing Choice Voucher Program. The housing assistance payment will be paid directly to the first mortgage holder on a monthly basis. The family will be responsible for paying their portion of total housing costs directly to the mortgage holder on a timely basis. In addition, the family will be required to establish a restricted savings or checking

account and deposit the required maintenance reserve on a monthly basis. Copies of the maintenance reserve account will be provided to GHA on an annual basis at the time of re-certification.

Continuation of Assistance (24 CFR 982.633)

Section 8 assistance will continue as long as the assisted family resides in the approved home but cannot exceed ten years for a fifteen-year mortgage and fifteen years for a thirty-year mortgage.

If a family defaults on the mortgage the homeownership voucher will automatically convert to a rental voucher and the family will be required to locate an appropriate unit in accordance with all requirements of the Housing Choice Voucher Program. This limitation does not apply to elderly or disabled households.

Family Obligations

Prior to final closing on the purchased unit, the family must execute a statement of family obligations agreeing to comply with the following:

- The household must comply with the terms of any mortgage that secures the debt used to purchase the home and any refinancing of such debt.
- As long as the family is receiving homeownership assistance, the family may not sell, convey or transfer any interest in the home to any family member in the household without the consent of GHA.
- The family must maintain the house as their principal residence as long as they receive Section 8 assistance.
- The family must supply to GHA all information regarding income and family composition on an annual basis in order to determine total tenant payment, tenant rent and subsidy payments.
- The family must immediately notify GHA of any decreases or increases in income and provide all relevant information to conduct an interim re-certification of income.
- The family shall sign an authorization permitting GHA and any lender holding a mortgage to the assisted property to exchange any information related to the household.
- The family must notify GHA immediately of any late payments, delinquent notices or default notices and must agree to participate in default counseling with a designated agency to become current.
- The family must agree to maintain the home in compliance with HQS and local codes at all times and to perform any maintenance which may be required.

- The family must participate in post purchasing counseling and any other related courses as may be required by GHA.

Termination of Assistance (24 CFR 982.638)

Assistance may be terminated by GHA for the family's failure to comply with any of the obligations outlined above. All termination actions are subject to the requirements and family rights under the Housing Choice Voucher Program.

SECTION 23
MODERATE REHABILITATION PROGRAM

General

The Moderate Rehabilitation (Mod Rehab) Program was established through the Housing and Community Development Amendment of 1978 to bridge the gap between Section 8 Substantial Rehabilitation and Section 8 Rental Assistance and was intended to upgrade marginally deteriorated existing buildings for use as assisted rental housing.

The overall plan for Moderate Rehabilitation Program is designed to achieve three major objectives:

- To increase freedom of housing choice by providing assisted housing in areas where low-income families have not previously been able to find housing.
- To assist lower income families to remain in areas where private rehabilitation is increasing rents and decreasing the amount of rental housing.
- To supplement a local government's efforts to preserve or revitalize a neighborhood.

Purpose

The purpose of this section of the Administrative Plan is to establish policies for items, which are not covered under Federal regulation for the Moderate Rehabilitation Program.

This section of the Administrative Plan addresses those items unique to the Section 8 Moderate Rehabilitation Program. Many operational and administrative policies for the Moderate Rehabilitation Program are treated the same as in the Housing Choice Voucher Program. Therefore, if a policy is not specifically addressed in this section of the Plan, then GHA's position on that policy is either already identified in other sections of this plan or otherwise addressed in the federal regulations.

The section also includes guidance for the Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals. The purpose of the SRO program is to provide rental assistance for homeless individuals with substance abuse problems and to provide ongoing rehabilitative and support services for program participants.

Family Outreach

GHA will be using a combined waiting list for tenant based and project based housing assistance including the Moderate Rehabilitation Program. Therefore, opening of the wait list will be completed in accordance with the policies identified previously in this plan.

GHA will inform families on the waiting list of the Moderate Rehabilitation program opportunities. If there is insufficient interest and response for available units, GHA will advertise for applicants specifically for the Section 8 Moderate Rehabilitations Programs.

Income Limitations

The HA will admit families who are very low-income and low-income to a project (s) which initially became available for occupancy before October 1, 1981.

Projects, which became available for occupancy on or after October 1, 1981, will only admit very-low income families

Other Criteria For Admission

Families whose Total Tenant Payment, computed in accordance with Federal Regulations, exceed the current Gross Rent for the Moderate Rehabilitation unit will not be admitted.

Tenant Selection

GHA will maintain a combined waiting list for the Moderate Rehabilitation and Project Based Assistance Program and will refer applicants to owners of these properties upon notification of a vacancy. Owners remain responsible for tenant selection and may choose to reject referrals from the PHA for reasons related to suitability. The owner must provide GHA in writing with the reasons for rejection of referrals made to Mod Rehab units.

All vacant units under HAP Contract must be rented to eligible families referred by GHA. The owner must be willing to accept applicants from the waiting list to fill eligible vacant units when they meet the owner's selection criteria, in order for the unit to continue to be eligible under the HAP Contract.

The PHA is responsible for obtaining income, asset and allowance information, conducting verifications, and determining tenant eligibility or rent. Applicants already on the waiting list will be requested to fill out a full application to determine final eligibility.

If within thirty days of the owner's notification of the vacancy, GHA is unable to refer a sufficient number of interested applicants on the waiting list, the owner may advertise or solicit applicants and refer the families to the GHA for application, verifications, and eligibility determination.

Determining Unit Size

The size of the families referred to the Moderate Rehabilitation unit will be based on the number of bedrooms available in the unit pursuant to the Subsidy Standard schedule identified previously in this Plan.

When a change in family composition requires a change in bedroom size, the HA will determine whether the unit is overcrowded or under occupied, in which case the owner must offer the family a suitable alternative unit should one be available and the family will be required to move.

If the owner does not have a suitable unit, GHA will refer the family to other available project based assistance units (Mod Rehab or PBA). If the family refuses to accept an appropriate available unit, the family's assistance will be terminated on the last day of the month following the month in which the family rejected the offer of an appropriate unit size.

Statement Of Family Responsibility Issuance And Briefing

After the owner has notified the PHA of a vacancy, the owner has determined tenant suitability, verification has been completed and the family has been determined eligible, the family will be issued a Statement of Family Responsibility for participation in the Moderate Rehabilitation Program.

However, GHA will not issue a Statement of Family Responsibility to the family unless the household representative has attended a briefing. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing if a briefing is scheduled within the next 30 days. Applicants who fail to attend a scheduled briefing, without prior notification and approval of the PHA, may be denied admission based on failure to complete the certification process.

The PHA will conduct the briefing in group or individual sessions and will provide a full explanation of the following:

- Family obligations as stated in the Statement of Family Responsibility and the program regulations;
- Federal, State and local fair housing laws;
- The fact that the subsidy is tied to the unit and the family must occupy a unit rehabilitated under the program;
- The family's options under the program should the family be required to move due to an increase or decrease in family size;
- The advisability and availability of blood lead level screening for children under seven years of age and HUD's requirements for inspecting, testing, and in certain circumstances, abated lead-based paint;
- Information as to the Tenant Rent: and,
- The schedule of Allowances for Utilities and other services.

Lease Agreement

GHA will provide the owner with a Mod Rehab lease agreement as approved by HUD. The owner and the family must execute the lease agreement and provide an executed copy to GHA for the tenant file.

Security Deposit Requirements

The maximum amount of security deposit that can be collected by the owner shall be the greater of one month's Total Tenant Payment or $50.

Housing Quality Standards And Inspections

In addition to the inspections identified previously in this plan, GHA will conduct a move out or vacate inspection if the owner intends to file a claim for special payment identified in the Housing Assistance Payments contract for the unit. Annual

Annual HQS inspections will be conducted on the anniversary date of the HAP contract for the unit, not on the anniversary date of the tenant lease. Annual inspections will be conducted for all units under a single contract at the same time to facilitate inspection of common areas within multi-unit buildings.

If an owner fails to comply with housing quality standards and other obligations under the Contract, the HA will abate the housing assistance payment for that unit until the owner is in compliance. If the owner fails to meet the compliance requirements within the timeframe specified under the abatement, the project-based assistance for that unit will be terminated.

The termination of the effected unit(s) does not automatically terminate the entire Contract. However, the contract is amended to reduce the number of eligible units to exclude those units for which the owner failed to bring into compliance with the HQS standards.

Upon amendment or termination of a contract, the family may elect to stay in the unit and pay market rent; however, their rental assistance will terminate since the unit does not meet HQS and was removed as an assisted unit under the Contract.

If the family was not at fault and they are eligible for continued assistance, the family may continue to receive housing assistance through the conversion of the Moderate Rehabilitation unit to a Housing Choice Voucher.

The family will be issued a Voucher, which must be used in a non-Moderate Rehabilitation project. The unit continues to count as a Moderate Rehabilitation unit and remains under the Moderate Rehabilitation Annual Contributions Contract (ACC), which provides for such a conversion of unit(s); no amendment to the ACC is necessary to convert to a voucher.

After the family leaves the Program, the converted Moderate Rehabilitation "Voucher" will be reissued to another family on the Section 8 waiting list.

Contract Rent Adjustments

Contract rent adjustments are based on the published annual adjustment factor. The AAF is applied to the original base rent in affect at the time of HAP contract execution. Rent changes will be applied annually at the anniversary date of the HAP contract.

Special rent increases or increases in excess of the allowable annual adjustment may be requested by the owner based on increases in fixed costs.

Family Moves

The Moderate Rehabilitation Program provides project-based assistance, which is tied to the unit under contract. Therefore, if the family vacates the unit, no additional assistance will be available to the family unless the family transfers to another Mod Rehab unit with the approval of GHA and the property owner.

All terminations of lease agreements for cause must be carried out through judicial process under State and local law. The owner cannot terminate or refuse to renew the lease except upon the following grounds:

- Serious or repeated violation of the terms and conditions of the lease;
- Violation of applicable Federal, State or local law; or
- Other good cause.

The owner must serve a written notice of termination of tenancy to the family, which states the date the tenancy shall terminate. Such date must be in accordance with the following guidelines:

- When termination is based on failure to pay rent, the date of termination must not be less than five working days after the family's receipt of the notice.
- When termination is based on other good cause, the date of the termination must be not earlier than thirty days after the notice is served on the family.

The Notice of Termination must contain the following:

- State the reasons for such termination with enough specificity to enable the family to prepare a defense;
- Advise the family that if a judicial proceeding for eviction is instituted, the tenant may present a defense in that proceeding; and
- Be served on the family be sending a prepaid first class, properly addressed letter (return receipt requested) to the tenant at the dwelling unit, or by delivering a copy of the Notice to the dwelling unit.

Denial Or Termination Of Assistance

In accordance with 24 CFR 882.413 GHA may terminate assistance to Mod Rehab participants for the following reasons:

- Failure to comply with all provisions of the lease agreement: and,

- Failure to fulfill all of its obligations under the Statement of Family Responsibility, which include the following:
    - Providing such family income information and records as may be required in the administration of the program;
    - Permitting inspection of its dwelling unit at reasonable times after reasonable written notice;
    - Giving at least thirty days notice in writing to the HA of the family's intention to vacate the unit;
    - Cooperating with the PHA in finding another unit where the family is no longer eligible for the Contract unit it occupies because of a change in family size;
    - Not assigning the lease or subleasing the premises, and;
    - Not providing accommodations for boarders or lodgers.
    - Engaging in drug-related criminal activity or violent criminal activity, including criminal activity by any family member.

Only members listed in Item I on the Statement of Family Responsibility and children born to or adopted by one of these family members are entitled to housing assistance under this program. Any other increases in the family size must be approved by the HA in advance. The family agrees that any persons who move in without permission by be required to leave the unit if the HA determines that the unit has become overcrowded.

Zero ($) Assistance Tenants

A family's eligibility for housing assistance payments shall continue until the Total Tenant Payment equals the Gross Rent. At that time, the family may remain in the unit and pay market rent. The unit remains under contract and all responsibilities of the owner and family under the contract continue to apply.

Rental assistance will resume if at any time the family notifies the HA that their situation has changed and they are again eligible to receive rental assistance and the HAP Contract is still in effect.

Owner Claims For Vacancies, Damages And Unpaid Rent

According to 24 CFR 882.411 and the contract, owners are entitled to special claim payments for damages, unpaid rent and vacancies under certain terms and conditions. These terms and conditions are specified in the Housing Assistance Payments contract.

The owner will be required to notify GHA that a unit has been vacated. A move out inspection will be conducted if the owner indicates that they intend to file a special claim. The vacate inspection will be completed within 5 days from the owners request and the results of the inspection will be provided to the owner within 5 days from the date of the inspection.

Claims must be submitted within 10 days from the date of the inspection results. Claims received after that date will not be approved.

Complaints And Appeals

Informal reviews do not apply to the Mod Rehab program, as there are no specific applicants for the program. Informal Hearings are available to program participants for denial or termination of assistance. The policy governing hearings for the Mod Rehab Program is the same as the Housing Choice Voucher Program.

SECTION 24
PROJECT BASED ASSISTANCE PLAN

General

The Gary Housing Authority will provide Project Based Section 8 Vouchers in accordance with the provisions set forth in CFR Part 983 and the guidance notice issued by the U. S. Department of Housing and Urban Development on January 16, 2001, the plan set forth herein and any future notices issued by HUD.

Program Set-Aside

The number of project based units that will be made available for the PBA Program will be equal to 20% of the total funding available under the Annual Contributions Contract (ACC) for tenant based assistance (Housing Choice Voucher funding), equivalent to 20% of the baseline units established by HUD.

Up to 20% of any new funding increments may also be designated for project-based assistance provided that the funding is not designated for any other special purpose under the Housing Choice Voucher Program.

Agency Plan

Prior to entering into a Housing Assistance Payments Contract for Project Based Assistance, GHA will determine that said contract is consistent with the Annual Agency Plan. Consistency with the Plan will be determined through the existence of circumstances indicating that project-basing of Section 8 assistance, rather than tenant-basing of the same amount of assistance, is an appropriate option and is consistent with the requirements of "deconcentrating poverty and expanding housing and economic opportunities".

To assure consistency with deconcentration of poverty all new project based assistance agreements or Housing Assistance Payments contracts must be for units located in census tracts with poverty rates of less than 20%, unless GHA secures an exception from the HUD.

Eligible Housing Units

GHA will provide project based assistance for new construction, rehabilitation and existing housing based on the criteria established further in this plan.

A housing unit will be considered an existing unit for purposes of the project-based voucher program, if, at the time of selection of the project, the unit requires a maximum expenditure of less than $1,000 per assisted unit to comply with the Federal Housing Quality Standards (HQS). A housing unit will be considered a rehabilitation unit if the unit requires a minimum of more than $1,000 per assisted unit to comply with HQS.

All proposed sites for rehabilitation and new construction must meet the site and neighborhood standards as defined in 24CFR 983.6. Ineligible properties include the following:

- Housing for which the construction or rehabilitation is started before execution of the PBA agreement;

- Shared housing, nursing homes, and facilities providing continual psychiatric, medical, nursing services, board and care, or intermediate care;

- Properties within the grounds of penal, reformatory, medical, mental and similar public or private institutions;

- Properties located in the Coastal Barrier Resources;

- Properties located in areas having special flood hazards unless, it is located in an area participating in the National Flood Insurance Program.

Other federal requirements to determine eligibility of units include the following: prohibition from using PBA in units with other assistance under the U.S. Housing Act of 1937 within five years prior to PBA; minimizing displacement as defined in 24CFR983.10; Equal Opportunity and environmental requirements defined in 24CFR983.11 and Uniform Federal Accessibility Standards (UFAS) as defined in 24 CFR Section 8.23,

Income Mix

No more than 25% of the total units in a multi-family development may receive project-based assistance unless the assisted units are made available to elderly or disabled families.

This provision only applies to units assisted with project-based vouchers; there is no limitation on the income of other tenants in a PBA project or on households with tenant-based voucher assistance.

Notification of Program Availability

GHA will accept applications for the PBA program on an annual basis until such time that the full program set-aside has been placed under HAP contract.

The availability of project-based assistance will be advertised in a newspaper of general circulation once a week for three consecutive weeks. In addition, GHA will conduct an owner's workshop to advise all interested parties of the program advantages, proposal requirements, evaluation criteria, tenant selection requirements and other general program requirements.

The following items will be included in the program advertisement:

- The deadline for submission of applications (not less than 60 days from the date of the announcement of availability).

- The total estimated number of units to be selected for assistance.

- The proposal evaluation criteria and timelines for selection of units.

Owner Application Requirements

Property owners responding to the notification of PBA funding must submit an application in the form prescribed by GHA. The application must contain at a minimum the following information:

- A description of the housing including the number of units by size, bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans and estimated date of construction, if applicable. Amenities and other services should also be included in this description.

- Evidence of site control and for new construction, identification and description of the proposed site, site plan and neighborhood.

- Evidence of current zoning or evidence to indicate that rezoning is likely and will not delay the project.

- The proposed contract rent for the project including which utilities are included and for those utilities not included an estimate of average monthly costs for the first year of occupancy.

- A statement identifying all information related to displacement and relocation and identification of the responsible party that will carry out the relocation.

- Identification of the owner and other project principals, investors and other parties that have a substantial interest in the project and information on the qualifications and experience of the principal participants.

- A management and maintenance plan for the project.

- Evidence of financing to support the project.

- Other relevant information as determined by GHA.

Program Selection Criteria

In addition to the criteria identified above under eligible units, the following threshold criteria must be met for an application to be considered for selection for the PBA program.

- The proposed project must not permanently displace any current tenants. Tenants may be temporarily relocated if necessary during rehabilitation of the unit at the expense of the owner.

- Rental levels must not exceed 110% of the Fair Market Rent or any approved exception payment standard and must be reasonable in relation to rents charged in the private market for unassisted comparable units.

- If a unit has been allocated a low income housing tax credit (IRS Code 42) but is not located in a qualified census tract, as defined in the law, the rent levels may be set at any level that is comparable with unassisted market rate units.

Following are the review criteria with associated point values that will be used by GHA in the evaluation process of proposals received under the PBA program. There is no minimum passing score, nor a specific maximum score. Projects will be ranked by score and the highest ranked projects will undergo further review by GHA. The selected projects must comply with all requirements set forth in this plan and all application HUD regulations.

Evaluation Criteria	Points
The proposed housing serves an underserved target population in order of priority: developmentally disabled; other disabled; elderly; and large families.	20
The proposal preserves and rehabilitates historic properties or develops new affordable housing through new construction.	20
The proposal submitted demonstrates a thorough, in-depth, well-planned project meeting all federal requirements and other eligibility criteria.	20
The applicant's qualifications are appropriate for the project under consideration and firm financial commitments are adequately documented.	20
Rental subsidy is necessary for the viability of the project, management of the project is consistent with Section 8 requirements and the degree to which supportive services will be provided to the project.	20
TOTAL MAXIMUM POINTS	**100**

Prior to selecting the units for project based assistance, GHA will make a determination that the application is responsive and in compliance with all selection criteria and is otherwise in compliance with HUD program regulations and requirements.

Establishment of Initial Rents

The Housing Authority will contract with a State certified general appraiser and establish the rents in accordance with the provisions outlined above or seek approval of proposed rents from HUD for any GHA owned units or HUD insured or co-insured mortgage.

Rehabilitation Work and New Construction Requirements

The owner will be required to prepare work write ups, construction specifications and plans upon request as determined appropriate by GHA for rehabilitation and new construction projects. In addition, new construction projects require certification by a design architect that the proposed new construction reflected in the working drawings and specifications complies with housing quality standards, local codes and ordinances and zoning requirements.

The owner is responsible for selecting a responsible contractor for rehabilitation and new construction and said contractor must provide GHA with a non-debarment certification.

An agreement to enter in a Housing Assistance Payments (HAP) Contract will be executed upon satisfactory completion of all requirements identified above. Upon execution of the HAP, the construction period shall commence. The construction period shall be determined in accordance with the approved application and entered into the HAP agreement. GHA will perform regular inspections during the construction period.

Upon completion of construction, the owner must provide GHA with a certificate of occupancy and an owner certification pursuant to 24CFR983.104. GHA will perform a final inspection prior to acceptance of the units and notify the owner of any deficiencies that may exist. The owner will be allotted a time extension if warranted or GHA may reject any units that do not meet program requirements. If deficiencies are not cured in the agreed upon time or the owner fails to complete the work within the timeframe identified in the AHAP agreement, GHA may adjust the number of units to be placed under contract or not proceed with execution the HAP agreement.

Housing Assistance Payments Contract

Upon acceptance of the units by GHA, a Housing Assistance Payments contract for Project Based Assistance for the Housing Choice Voucher Program will be executed in the format prescribed by HUD (52530-A).

GHA will execute all PBA HAP contracts for a period of 10 years, subject to future availability of funding under the ACC with HUD. In addition, the HAP contract will permit two extensions for a period of five years each, based on a determination by GHA that an extension is necessary to achieve long term affordability of the housing.

The HAP contract will provide for annual review of the rental amounts. Adjustments of rents will be subject to the annual adjustment factor provided that the rents charged for the PBA units are comparable to unassisted units in the rental market.

Special rent adjustments above the annual adjustment factor shall also be considered if it is determined that the rent continues to be reasonable. The owner shall be responsible for providing GHA with market comparability data for any special rent increase that is requested.

GHA will provide for vacancy payment under the PBA contract for up to 60 days provided that the vacancy is not the fault of the owner and the owner GHA taken every reasonable action to minimize the likelihood and extent of vacancies.

Tenant Selection

Tenants residing in units selected for the PBA program who otherwise qualify for Section 8 assistance will be placed on the GHA Section 8 waiting list. Owners may also refer applicants to the waiting list based on GHA waiting list policies and selection criteria.

GHA will maintain a combined waiting list for Moderate Rehabilitation and Project Based Assistance, but separate from the tenant based waiting list. Applicants will be referred to available PBA or MR units as they reach the top of the list and units are available.

Admission to PBA units is subject to HUD requirements and 75% of all new admissions on an annual basis must be at or below 30% of median income of the area. The remaining 25% shall have annual incomes between 30% and 50% of median income. An exception to this admission criteria will be made for any continuously assisted family in the Section 8 tenant base program or the Public Housing program who wishes to locate to a PBA unit.

Owners must lease all assisted units to eligible families. Failure to do so will result in a reduction of the units under contract or other legal remedies including suspension or debarment from HUD programs.

After one year of occupancy in a PBA unit, a tenant may move. GHA will convert PBA tenants wishing to move to Housing Choice Voucher participants by providing them with the next available voucher. Housing Assistance payments will continue on the PBA unit until the tenant vacates the PBA unit.

The owner is responsible for screening and selection of tenants in accordance with the written selection criteria approved as part of the original proposal for the PBA program. The owner must promptly notify GHA in writing of the rejection of a family and the grounds for such decision.

If the owner rejects an applicant family who believes the rejection was unlawful discrimination, GHA will assist the family or refer the family to the local Fair Housing Center or the HUD field office.

When a family is selected for a PBA unit, GHA will brief the family and provide them with all required written information and documents identified in 24CFR983.203.

Ongoing Activities

GHA shall administer the PBA program in accordance with all provisions under the Housing Choice Voucher program including issuing of monthly HAP payments, annual re-certification of household composition and income and annual inspection of all units to assure compliance with HQS.

The owner is responsible for managing the units in accordance with all requirements under the approved management plan and the Housing Assistance Payments contract. After initial

occupancy, the owner must immediately notify GHA of any vacancies. GHA will refer a minimum of five families to the owner from its exiting waiting list.

If GHA has not referred an adequate number of applicant families to the owner within 30 days from notification of the vacancy, the owner may advertise and solicit applications from otherwise eligible families. Upon selection of an applicant, the owner will refer the applicant to GHA for processing and briefing.

If a determination is made that the unit does not meet HQS requirements due to overcrowding as defined in the subsidy standards in the GHA Housing Choice Voucher program, then GHA will issue tenant based assistance upon availability.

Other Policies

All other policies stated in the Section 8 administrative plan related to occupancy of Section 8 tenant-based assisted units will apply to Project Based units as appropriate.

SECTION 25
OTHER SPECIAL PROGRAMS

General

The US Department of Housing and Urban Development periodically provides funding under the Section 8 Housing Choice Voucher Program for special programs. GHA generally will apply for these programs and if successful may have a set aside of special use vouchers that will be administered in accordance with the provisions of the funding notification issued by HUD. The following is a summary description of the special programs currently administered by GHA. Unless otherwise stated, the general administrative requirements of these programs will be the same as stated throughout this Plan.

Family Self-Sufficiency Action Plan

Goals And Objectives - The overall goal of the GHA FSS Program is to enable families to become economically and socially independent through the coordination and delivery of existing community services. The GHA approach to administration of an effective FSS Program requires a mixture of creativity and flexibility, in addition to accountability, for both the family and service providers.

The overall plan of the FSS Program is to achieve the following objectives:

1. Introduce FSS to all families who are eligible to participate with the understanding that the commitment to change "begins from within."
2. Implement a needs assessment to identify each family's strengths and barriers; establish interim goals that lay the foundation for the common final goals of each family joining FSS.
3. Establish interagency partnerships to achieve high quality and comprehensive service delivery to all members of a family with long term results.
4. Meet with FSS participants on a yearly basis to review goals and to assess the accountability of the families and the agencies involved.

GHA's standards for completion of the FSS Contract of Participation include:

- to seek and maintain suitable employment.
- to become independent of welfare assistance and remain independent for 12 consecutive months before the FSS Contract expires.
- to be in good standing with no current or anticipated debt to either Section 8 or the Landlord.

Family Objectives - The overall plan for the family participating in FSS is to achieve the following objectives:

1. Begin to recognize the connection between self-perceptions and self-imposed limitations. By learning that thoughts can shape and form one's life, the prescription for success is to "begin within."

2. Achieve a greater level of self-discipline, self-esteem and self-motivation by accepting responsibility for decisions and actions.
3. Demonstrate commitment and accountability to the Individual Training and Services Plan in which both goals and barriers are assessed.

Outreach Procedures - Recruiting must remain an ongoing effort. FSS is not a one time "take it or leave it" offer. The entire staff is encouraged to promote FSS during daily contact with families. Outreach procedures are objective and provide reasonable opportunity to find out about FSS.

Recruitment Of Participants - After the initial Briefing that offers FSS, the Housing Specialist will also offer FSS to every Section 8 participant during his/her initial enrollment and/or recertification. Family Self-Sufficiency staff will explain the benefits of the program to each potential FSS participant who wishes to meet with FSS staff. If the participant desires to enroll in the program, he/she will meet with a Family Self-Sufficiency staff person to complete the Family Self-Sufficiency Assessment Form. An overview of the FSS Contract will be explained and completed during the face-to-face interview.

Selection Of Participants - Housing assistance shall not be delayed to an applicant for Section 8 on the basis that the applicant elects not to participate in FSS at the time it is introduced. Families will be recruited from current Section 8 Voucher participants as well as from Project Based Assistance.

Eligibility For FSS - Every effort is made to promote the FSS concept to those least likely to participate as well as those already involved in FSS type activities. By using a self-select approach, the emphasis is for families to express a commitment to change by joining FSS.

Eligibility Factors

1. Families (including individuals) who qualify for any bedroom size will be eligible.
2. As a voluntary program, Section 8 does not screen or select families for participation.
3. In the event a family joined FSS and then left the Section 8 program, later, if they return to the Section 8 program, the family would be eligible to rejoin the FSS Program after a period of 12 months (from the date they left FSS) for good cause. Good cause means circumstances beyond the control of the FSS family as determined by GHA, such as serious illness or involuntary loss of employment. In this situation, no monies in escrow from the previous contract are transferable.
4. In the event a family does not complete their FSS Contract and remains on the Section 8 program, they would be eligible to rejoin the FSS Program after a period of 12 months (from the date the FSS contract expired) for good cause (as defined above).

Motivational Factors - Limited motivational screening factors include:

1. Willingness to learn about FSS.
2. Willingness to enroll and participate in the FSS Program.

3. Demonstrated commitment to the Individual Training and Services Plan that establishes short range and long range goals.
4. Willingness to sign a release of information for other agencies to have access to file information.
5. Willingness to provide information and/ or meet with FSS as is deemed necessary regarding the family's participation in FSS.

Information Assessment - The FSS staff person will review the Assessment Form with the enrollee to identify client strengths and determine areas of interest. The FSS staff person will evaluate current client support systems and possible educational and training needs. With the FSS focus of achieving economic and social self-sufficiency through employment and continued career development, FSS staff will identify support services that may reduce the dependency of low-income families on welfare assistance and on Section 8.

The topics, which will be explored in the Family Self-Sufficiency Assessment Form, are: Child/Dependent Care, Social Systems, Health, Legal Issues, Budgeting, Transportation, Housing, Education/Training and Employment. These categories have been identified as areas upon which families begin the process of setting goals and developing an individual plan by which to become self-sufficient. Resources and referrals will be provided to FSS participants based upon areas of need identified on the Assessment Form.

Goal Development And Planning - With supportive counseling from FSS staff, each participant will be asked to work with FSS to develop an Individual Training and Services Plan by learning to set goals. With a goal being "the end toward which an effort is directed," a family will be asked to decide what he/she wants to accomplish during the five year FSS Contract. The staff person will assist the participant to break down the long term goals into manageable steps. In addition, FSS staff will encourage the family to identify goals that are reasonable and attainable.

In the first year of the FSS contract, the family will be asked to identify 1-2 specific goals in order to start to accomplish the long-range goals of self-sufficiency. Sub-goals will be identified as active steps to lead to the goal to be accomplished during the first year. The participant will receive a copy of the Individual Training and Services Plan and the FSS Contract. The FSS staff person will explain the requirement to meet with FSS staff on an annual basis in order to review completion of the annual goals. The annual review for FSS will likely coincide with the participant's annual recertification.

Annual Review - The Family Self-Sufficiency staff will review both HUD's mandatory goals to successfully complete the program and the specific yearly goals relevant to the family as listed on the Individual Training and Services Plan. In addition, the family will be provided with a balance of the current escrow amount. The previous year's goals will be reviewed and the family will work with FSS staff to set goals for the following year. The participant will have an opportunity to amend their long-term goals as needed. The FSS staff person will again assist the participant to set goals that are sufficiently specific and concrete so that the goals are measurable. Available resources will be provided as necessary.

During the Annual Review, the participant will also complete the HUD 50058 FSS Addendum. The participant will be reminded to return the following year to update and review goals until the contract expires or the family completes the FSS Contract (whichever occurs first).

Incentives - Including Escrow Clarification - To encourage participation in FSS, every effort will be made to collaborate with other agencies, companies and persons to identify resources that will benefit or enhance a family's life as they progress toward the goal of economic self-sufficiency.

Incentives may include:

1. Identifying volunteer activities in the community relevant to family's goals.
2. Resume service (by referral).
3. Internet access to search for jobs, scholarship and other information.
4. Making job referrals and also references for those families we come to know.
5. Scholarship opportunities, including writing letters of recommendation.
6. At the request of the family, delaying issuance of the Voucher for a period not to exceed twelve (12) months when it allows the family to complete a goal-oriented FSS type activity. By supporting a family's decision to complete a current goal, FSS is laying a foundation for a partnership with both the agencies already providing services and the family. In these cases, the family does not lose their place on the waiting list.
7. Establishing the escrow savings account and allowing interim disbursement of a portion of the family's escrow account during the Contract period for expenses deemed by FSS to be consistent with the goals of the family's Individual Training and Services Plan. Such needs may include, but are not limited to, the following:
    a. School tuition or other school expenses
    b. Job training expenses
    c. Business start-up expenses
    d. Transportation

    The following limitations apply for partial disbursements:
    a. Withdrawals can be made only once during a 12-month period.
    b. No more than 50% of the total amount in escrow may be withdrawn (exception to this % may be considered).
    c. When withdrawal is to purchase an automobile, the family must have a minimum of $ 4000.00 to withdraw 50% or $2000.00.
    d. Payment to be made either to the family or to a pre-approved third party when possible.
    e. Receipt(s) must be submitted after purchase has been made.
    f. Limit of three payments to be made relevant to transportation.
8. No monthly deposit will be made to a family's escrow account if the FSS family has not paid the family contribution towards rent.
9. Assistance in completion of various applications for school enrollment and/or funds.

Consequences Of Noncompliance With FSS Contract Of Participation - Families are required to meet with FSS staff on an annual basis in order to review progress and/or completion of the most recent annual goals listed on the Individual Training and Services Plan. By use of a Goal Worksheet, a staff person will assess the FSS participant's current situation to set short-term goals with the family for the next twelve months. These short-term goals will be summarized on the Individual Training and Services Plan as part of the family's FSS contract.

The following corrective actions will be taken in order of progression to determine if the FSS Contract will remain in effect:

1. The offer to counsel family to update interim goals and review what activities or services would be appropriate.
2. Notification in writing that supportive services will be withheld until family initiates or follows through on activities consistent with FSS goal.
3. Notification in writing of our intention to terminate FSS Contract will include right to an informal hearing.

Penalties for FSS action to terminate FSS Contract include:

1. Termination of supportive services.
2. Forfeiture of amount in FSS escrow saving account.
3. Family would not be eligible to rejoin FSS Program for a period of 12 months and then only if the family can demonstrate that they are ready to commit to FSS goals and objectives.

PHA will not terminate Section 8 assistance as a consequence of termination of the FSS Contract of Participation. Family may continue to receive Section 8 subsidies according to the terms of the Voucher and Lease/Contract in effect.

FSS and family may mutually agree to terminate FSS Contract. The same terms apply as listed under penalties.

Interims - GHA will follow its established policy to determine whether an interim should be completed.

Portability Of FSS Contract And Escrow Account - A family participating in FSS becomes eligible for portability of FSS Contract and escrow account 12 months after the effective date of the FSS Contract as long as the family is in good standing with Section 8 and FSS.

1. As the Initial PHA, we will permit the family to continue to participate in our FSS Program if the family demonstrates it can meet its FSS goals and responsibilities in its new location. This option is available when the Voucher is administered by the Receiving PHA. Cooperation of the receiving PHA is needed to confirm accuracy of deposits we would make in the escrow account.

2. As the Receiving PHA, we may absorb the FSS Contract when the Voucher is absorbed. Any monies in the escrow savings account will be transferred from the Initial PHA to the Receiving PHA.

Contract Completion - The Family Self-Sufficiency staff will review the family's status relative to the goals listed in the Individual Training and Services Plan and the HUD mandated goals in the FSS Contract to determine whether the family has successfully completed the FSS program. All participants will be asked to complete an Exit Form. Participants who have funds in the escrow account will also complete the Application for Withdrawal of Escrow Accounts form. Upon review of the request for escrow funds, the Family Self-Sufficiency staff will determine whether to recommend that the escrow funds be released to the family.

The staff will process the request for payment of escrow for those participants who have achieved GHA's standards for completion of the FSS Contract as stated above. This is accomplished by working with the family to set annual goals in the Individual Training and Services Plan that encourage the family to move toward personal and program goals of self-sufficiency.

Networking In The Community - An FSS program goal is to serve as a connector for families to available community services rather than to serve in the role of traditional case manager. For this reason, it is important to develop a support network of those agencies that have the common purpose of providing supportive services to enable families to achieve self-sufficiency.

Program Coordinating Committee – The FSS Program Coordinating Committee will coincide with the Community and Supportive Services Partnership Committee for the HOPE VI Program. This committee includes all service agencies with whom the Authority has partnership agreements for the provision of support services that assist families in working towards economic self-sufficiency.

Coordination Of Services - Services and activities under the FSS Program will be coordinated with relevant community services (including training, education and child care) in order to avoid duplication of services and activities.

Final Goal For Each Family Who Joins FSS - The head of each FSS family will seek and maintain suitable employment and become and remain independent of welfare assistance for 12 consecutive months prior to the end of the FSS Contract.

1. Definition of "seeking and maintaining employment" - Head of FSS family must apply for employment, attend job interviews and otherwise follow through on employment opportunities.
2. Definition of "suitable employment" - Based on the person's skills, education and available job opportunities within the Charleston County metropolitan area, a job should be analyzed according to the following criteria:

    a. current level of income
    b. benefits including health & retirement, and costs involved
    c. tuition reimbursement
    d. location of job relevant to source and cost of transportation and day care
    e. job satisfaction
    e. potential for advancement

Definition of "minimum suitable employment" – minimum wage x 30 hrs. per week with consideration for extenuating circumstances such as health, child's health, student status, long range career plan.

3. Verification of welfare free status (as currently defined by HUD) must be provided prior to final withdrawal of escrow account funds.

Deconcentration Policy

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

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

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

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

RECORD RETENTION

OVERVIEW

The Gary Housing Authority (GHA) must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the GHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the GHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the GHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting GHA budget and financial statements for the program;
- Records to document the basis for GHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents.

Retention of Documents [24 CFR 5.514(h)]

The GHA must retain for a minimum of 5 years the following documents that may have been submitted to the GHA by the family, or provided to the GHA as part of a United States Citizenship and Immigration Services (USCIS) appeal or the GHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

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 2010 grants)**	**$24,746,539**	
a) Public Housing Operating Fund	8,376,612	
b) Public Housing Capital Fund	6,850,280	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	9,367,986	
Other Federal Grants (list below)	0	
ARRA Funds	151,661	
2. Prior Year Federal Grants (unobligated funds only) (list below)	**3,547,789**	
Capital Fund – 2010	3,220,739	Capital Needs
Capital Fund – 2009	321,800	
Capital Fund – 2008	5,250	Capital Needs
Capital Fund – 2007	0	
3. Public Housing Dwelling Rental Income	**2,816,827**	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	**$27,709,679**	

ATTACHMENT B
6.0 PHA Plan Element:
#3 Rent Determination

The Housing Authority of the City of Gary, Indiana

Rent Collection & Eviction Policy

The Housing Authority of the
City of Gary, Indiana

Rent Collection &
Eviction Policy

RENT COLLECTION AND EVICTION POLICY

General

The Gary Housing Authority has the fiduciary responsibility to collect all rental income due and payable, in a timely and effective manner. Dwelling rental income represents a significant portion of the total funds available to the Housing Authority for the operation and maintenance of its public housing developments. Payment of rent is a basic responsibility of all residents in accordance with their Residential Lease Agreement.

The Gary Housing Authority will enforce the payment of rent in accordance with the following policy. Residents must comply with all federal, state and local laws pertaining to the payment of rent as well as the provisions of this policy. This policy shall be enforced by the Site Manager and failure to comply with these requirements shall be deemed grounds for termination of the Residential Lease Agreement between the Gary Housing Authority and the Resident, and such other actions as provided for in federal, state or local laws. GHA will comply with all federal, state and local laws pertaining to the collection of rent as well as the provisions of this policy.

If GHA deems it necessary to terminate a Residential Lease Agreement for non-payment of rightful obligations or other violations, as defined in the Lease, such termination shall be conducted in accordance with all federal, state and local laws applicable to lease termination, as well as the eviction policy set forth herein.

Determination of Rent

The amount of rent to be paid is determined in accordance with the provisions outlined in the Gary Housing Authority Public Housing Admissions and Occupancy Policy and the Residential Lease Agreement executed with each Resident at the time of admission into the Public Housing Program. Federal regulations promulgated by the U.S. Department of Housing and Urban Development govern the amount of rent to be charged to residents. Generally, the following provisions will apply:

- **Total Tenant Payment** – Total tenant payment (TTP) is the amount the tenant pays towards rent and utilities, if applicable, that are not included in the rent. The calculation of total tenant payment (TTP) shall be the greater of: 30% of monthly adjusted income; 10% of monthly income; or, GHA's minimum rent. However, total tenant payment shall never exceed the established flat rent, if applicable.

- **Tenant Rent** – Tenant rent is calculated by subtracting a utility allowance, if applicable, for tenant paid utilities from the total tenant payment. If the utility allowance is greater than the total tenant payment, the tenant rent will be zero and a utility reimbursement payment (URP) will be established.

- **Rent Adjustments** – Total Tenant Payment and Tenant Rent shall be reviewed as required and a re-determination of the amount to be charged will be completed. Residents will be provided with notification of rent changes pursuant to the notification requirements under the Residential Lease Agreement.

Collection of Rent and Other Charges

The monthly rent amount and other charges due under the Residential Lease Agreement shall be collected by the Gary Housing Authority in accordance with its policies. The following policy shall be carried out by the Site Manager in administering the Collection of Rent and Other Charges process.

- **Resident Orientation** – A pre-occupancy conference will be conducted prior to leasing a unit to a prospective resident. This conference will acquaint the family with the provisions of the lease, including rent payment obligations and the requirements set forth in this policy. The first month's rent along with the required security deposit will be paid prior to execution of the Residential Lease Agreement.

- **Payment Due Dates**: Rent and other charges are due and payable the first day of the month. If the rent is not paid by the 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 owns 11 and operates 9 of the public housing AMPS 1, 2, 3,4,5,7, 8,9,10, 11, and 12. The mission of the Gary Housing Authority's Board of Commissioners and staff is at all times to develop and maintain each Public Housing AMP 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 AMPs 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 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 AMP. The assignment of maintenance staff to specific locations will be at the discretion of the Executive Director or his/her designee. The Maintenance staff shall answer directly on a day-to-day basis to the Manager of his/her AMP.

GHA's Maintenance staff consists of 46 full time workers. It is the intent of Gary Housing Authority to have assigned 1 maintenance person for each 43 units of housing. Each AMP shall consist of a minimum of one Maintenance Supervisor and the adequate amount of Maintenance Mechanics and Groundskeeper/Housekeepers with the exception of the Elderly Hi-Rise Buildings. They will share one Maintenance Supervisor and consist of at least one Maintenance Mechanic and Housekeeper/Groundskeeper.

GOALS AND OBJECTIVES

The goals and objectives of Gary Housing Authority's Maintenance Department is to maintain each and every AMP 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, #2 Capital Fund, #3 Work Orders, and #4 Annual Inspections 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 AGENCY
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/Preventive 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/Preventive Maintenance Program:
5. Inspect all units for Planned/Preventive Maintenance annually;
6. Complete all scheduled Planned/Preventive 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/Preventive 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/Maintenance Supervisor 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/Preventive Maintenance

Planned/Preventive 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 Maintenance Supervisor and distribute to the appropriate staff.

The Maintenance Staff will pick up work orders at the Management Office twice each day. The Maintenance Supervisor or 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 Management Office, and then 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/Preventive Maintenance, or unit inspections. Such work orders will be issued and distributed by the Maintenance Supervisor. The Maintenance Supervisor 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 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 AMPS. 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 4:30 p.m. and 8:00 a.m., the Maintenance Shift Maintenance Mechanic 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 list 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-per Maintenance Supervisor standards.

4. The Maintenance Supervisor 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/PREVENTIVE MAINTENANCE (PREVENTIVE MAINTENANCE)

A. Policy

The GHA Planned/Preventive 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/Preventive Maintenance in this way will result in lower operating cost. The GHA has instituted a Planned/Preventive 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 Management Office., 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 (Refer to GHA Vehicle Use Policy attachment #)

The Motor Vehicle Maintenance Program is the responsibility of the Maintenance Supervisor. The Planned/Preventive Maintenance Program consists of regular inspections scheduled on a time or mileage basis. An effective Planned/Preventive

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/Preventive 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/Preventive 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 Attachment #)

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 AMP, 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/Preventive 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/Preventive 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/Preventive maintenance work performed is covered by a work order. The Manager or Maintenance Supervisor issues all Planned/Preventive Maintenance work orders. Work orders are issued for all items to be completed on a daily basis by the Maintenance Supervisor 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 AMP. 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 (Also refer to GHA Bed Bug Policy (attachment# 2)

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 AMPs 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.

1.

D. Vacated Units

1. All vacated units will be exterminated twice during the make-ready process.

XI. Grounds/Janitorial Standards

A. Policy

Grounds and building areas shall be maintained in a manner, which will provide a pleasant environment for residents and will bring credit to the GHA.

B. Procedure

The following tasks will be completed according to the frequency indicated:

1. Policing grounds on paved surfaces where cars, benches, and play equipment is best attained through manual sweeping.

X. Trash Collection

A. Policy

The GHA will provide periodic trash collection at a frequency required to maintain the AMP 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 Maintenance Mechanic 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 AMP 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 AMP 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 Supervisor, 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 Gary Housing Authority Personnel Policy Manual with regards to hours of work and schedules.

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

INTRODUCTION

PHA's cannot prohibit or prevent any resident from owning common household pets.

The PHA pet policy for family AMPs is subject to public hearing. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all residents, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in general occupancy (family) AMPs and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of *common household pets.*

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES

The pet owner will be required to qualify animals (for exclusion from the pet policy) that assist, support or provide service to persons with disabilities.

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

STANDARDS FOR PETS

Only one dog or cat per household

Types of Pets Allowed

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Dogs (1) - Maximum number: 1 Must be housebroken Must be under fourteen (14) inches from shoulder to feet at full growth Must be spayed or neutered Must have all required inoculations Must be licensed as specified now or in the future by State law and local ordinance Any litter resulting from the pet must be removed immediately from the unit.

2. Cats (1) - Maximum number: 1 Must be spayed or neutered. Must have all required inoculations. Must be trained to use a litter box or other waste receptacle Must be licensed as specified now or in the future by State law or local ordinance Any litter resulting from the pet must be removed from the unit immediately.

3. Birds (3) (See list of non-common birds)_Maximum number 3. Must be enclosed in a cage at all times.

4. Fish - Maximum aquarium size: 50 gallons.

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY) Maximum number: One (1) rabbit and two (2) guinea pigs, hamsters, or gerbils. Must be enclosed in an acceptable cage at all times Must have any or all inoculations as specified now or in the future by State law or local ordinance.

The following are **NOT** considered "common household pets" and are prohibited:

Domesticated dogs that exceed fourteen (14) inches. (Animals certified to assist persons with disabilities are exempt from this height limitation).

Vicious or intimidating pets. Dog breeds including Pit bull, Rottweiler, Chow, Boxer, Doberman, Dalmatian, and German Shepherd are considered vicious or intimidating breeds and

are not allowed.

Wild, feral, or any other animals that are not amenable to routine human handling.

Snakes or other kinds of reptiles.
Any poisonous animals of any kind.

Fish in aquariums exceeding fifty (50) gallons in capacity.

Non-human primates.

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

Pot-bellied pigs.

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.

C. REGISTRATION OF PETS

Pets must be registered with the PHA before they are brought onto the premises.
Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet: has received all inoculations required by State or local law has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual reexamination date.

Proof of license and inoculation will be submitted at least 30 days prior to annual reexamination. Each pet owner must provide two (2) color photographs of their pet. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements. The PHA will refuse to register a pet if:

The pet is not a "common household pet" as defined in this policy;

Keeping the pet would violate any House Rules;

The pet owner fails to provide complete pet registration information;

The pet owner fails to update the registration annually;

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with the provisions of the lease.

The notice of refusal may be combined with a notice of pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA. The Resident will certify, by signing the Pet Agreement that the Resident will adhere to the following rules:

Agree that the resident is responsible and liable for all damages caused by their pet(s).
All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.

All common household pets are to be fed inside the unit. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

No animals may be tethered or chained outside or inside the dwelling unit.

When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of twenty-five dollars ($25.00). All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Mandatory implementation of effective flea control shall be the number one priority of the resident. Any unit found to be infested with fleas must be treated by the resident or the pet must be removed immediately. The resident will face eviction if not in compliance.

The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets so removed.

That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

Residents will prevent disturbances by their pets that interfere with the peaceful enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an

enclosure for any animal. Installation of pet doors is prohibited.

E. PETS TEMPORARILY ON THE PREMISES

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

Residents are prohibited from feeding or harboring stray animals.
This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

F. DEPOSITS FOR PETS –Dogs and Cats only

Residents with a dog or a cat must pay a pet deposit of Fifty Dollars ($50.00) for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

The deposit of Fifty dollars ($50.00) is due on or prior to the date the pet is properly registered and brought into the unit.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the unit; these charges are due and payable within 30 days of written notification.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, within a reasonable time after the resident moves or upon removal of the pet from the unit.

The PHA will return the Pet Deposit to the former resident or to the person designated by the former resident in the event of the former resident's incapacitation or death.

The PHA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the

presence of the pet in the AMP will be the responsibility of the resident, including, but not limited to:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project if applicable

The expense of flea disinfestations shall be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs as a current charge.
If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

Pet Deposits are not a part of rent payable by the resident.

G. ADDITIONAL PET FEES

The PHA does not require a non-refundable nominal fee.

H. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of twenty-five dollars ($25.00) per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

I. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the unit, etc.

J. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up/emptied twice a week by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

K. PET CARE

No pet (excluding fish) shall be left unattended in any unit for a period in excess of twenty-four (24) hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

L. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two (2) responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

M. INSPECTIONS

The PHA may, after reasonable notice to the resident during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

N. PET RULE VIOLATION NOTICE

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the

resident fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within ten (10) days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has ten (10) days from the date of the notice to correct the violation and present proof or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the ten (10) day period, the meeting will be scheduled no later than ten (10) calendar days the date of the request, unless the pet owner agrees to a later date in writing.

O. NOTICE FOR PET REMOVAL

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet Rule that has

been violated;

The requirement that the resident/ pet owner must remove the pet within ten (10) days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

P. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Q. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for over twenty-four (24) hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

R. EMERGENCIES

The PHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of

others, are referred to the appropriate State or local entity authorized to remove such animals.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

NOTE: This policy is an agreement between the head of the household and the Gary Housing Authority and needs to be signed only if a pet is in the household.

PET AGREEMENT

As the head of the household, I have read the pet policy as written above and understand these provisions. I agree to abide by these provisions fully and understand that permission will be revoked if I fail to do so. Failure to comply with any part of the above and/or take corrective action after sufficient notice of the violations will be cause for termination of the lease. I have received a copy of this policy.

Name	Community or AMP	Unit #

Resident	Date

Gary Housing Authority Official	Date

ATTACHMENT B
6.0 PHA Plan Element:
#10 Civil Rights Certification

Civil Rights Certification

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

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.

THE HOUSING AUTHORITY OF THE CITY OF GARY INDIANA	IN011
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	Title
Micheal A. Brown	Chairman
Signature: Michael A Brown	Date: 12-5-11

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 11/30/2012

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 Commissioners, I approve the submission of the Annual Plan for the PHA of which the 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.

THE HOUSING AUTHORITY OF THE CITY OF GARY
INDIANA

IN017

PHA Name

PHA Number/HA Code

Name of Authorized Official Michael A. Brown	Title Chairman
Signature Michael A. Brown	Date 12-5-11

form HUD-50077-CR (1/2009)
OMB Approval No. 2577-0226

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

MAR - 9 2011

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

INDEPENDENT AUDITOR'S REPORT, FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION FOR THE YEAR ENDED MARCH 31, 2010 INCLUDING SINGLE AUDIT REPORTS AND SUMMARY OF AUDITORS' RESULTS

VELMA BUTLER & COMPANY, LTD.
Certified Public Accountants and Consultants

VB&C

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

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VB&C VELMA BUTLER & COMPANY, LTD.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

MEMBER OF: THE AMERICAN INSTITUTE OF CPAs
THE ILLINOIS CPA SOCIETY

INDEPENDENT AUDITOR'S REPORT

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

U.S. Department of Housing and Urban Development
Cleveland Office
Renaissance on Playhouse Square
1350 Euclid Avenue, Suite 500
Cleveland, Ohio 44115-1815

We were engaged to audit the accompanying financial statements of the business-type activities of the Housing Authority of the City of Gary, Indiana (the Authority), for the year ended March 31, 2010 which collectively comprises 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 an opinion on these financial statements based on our audit. Because of the matters described in the basis for disclaimer of opinion paragraphs, we were not able to provide a basis for an audit opinion.

The Authority did not maintain adequate accounting records to provide sufficient information for the preparation of the basic financial statements. The Authority's accounting records do not constitute a system which can produce complete financial statements.

Internal controls over recording of financial transactions were not sufficient to allow us to place reasonable assurance on the completeness of accounting records. Accordingly, it was not practicable to us to extend our audit procedures beyond the records available to us.

Because of the significance of the matters discussed in the preceding paragraphs, the scope of our work was not sufficient to enable us to express, and we do not express, an opinion of the basic financial statements referred to in the first paragraph.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2011, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, 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 Audit Standards* and should be considered in assessing the results of our audit.

In accordance with U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government and Non-Profit Organizations* we have also issued our report dated March 1, 2011, on compliance with requirements applicable to each major program and internal control over compliance. That report is an integral part of an audit performed on the expenditure of federal awards and should be considered in assessing the results of our audit.

The management's discussion and analysis and budgetary comparison information, on pages 3-7, are not a required part of the basic financial statements but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries 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 for forming an opinion on the financial statements taken as a whole. The accompanying financial data schedules as of March 31, 2010, are presented for purposes of additional analysis and are not a required part of the basic financial statements of the Authority. The accompanying schedule of expenditures of federal awards is presented for 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*, is also not a required part of the financial statements of the Housing Authority of the City of Gary, Indiana. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements in which we did not express an opinion.

Velma Butler & Company, Ltd.
Chicago, Illinois

March 1, 2011

HOUSING AUTHORITY of the CITY
of GARY, INDIANA
578 Broadway
Gary, Indiana 46402

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

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Housing Authority of the City of the Gary, Indiana's (the Authority) annual financial report presents management's discussion and analysis of the Authority's financial performance during the fiscal year that ended on March 31, 2010.

We are pleased to submit the financial statements of the Housing Authority of the City of Gary, Indiana for the year ended March 31, 2010. The accuracy of the data presented in the financial statements, as well as its completeness and fairness of presentation, is the responsibility of management. All necessary disclosures to enable the reader to gain an understanding of the Authority's financial affairs have been included in the footnotes accompanying the general purpose financial statements. The purpose of the financial statements is to provide complete and accurate financial information, which complies with reporting requirements of the U.S. Department of Housing and Urban Development (HUD) and the Governmental Accounting Standards Board.

FINANCIAL HIGHLIGHTS

- Net assets at March 31, 2010, were $76.6 million and represented an increase of $3.9 million from March 31, 2009.
- Revenue increased by $3.6 million for fiscal year 2010. The increase is primarily due to an increase in HUD Operating and Capital Grants.
- Operating expenses, excluding depreciation, increased by $3.5 million or by 15.3% to $23 million at March 31, 2010.
- Net fixed assets were $62.5 million at March 31, 2010, representing an increase of $3.9 million from the March 31, 2009, balance of $58.7 million.
- Total liabilities increased slightly from $8.6 million at March 31, 2009 to $9 million, at March 31, 2010.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Authority's basic financial statements are presented as an enterprise fund. Operations include two separate and distinct housing activities and various client service activities. The enterprise funds include the low rent housing program, the housing choice voucher program and financing mechanism of low and moderate income housing programs. The Low Rent Housing program is funded by income-based rents received from residents and operating subsidies and capital funds from HUD.

Under the housing choice voucher program, the Authority enters into housing assistance payment contracts with eligible landlords. HUD pays housing assistance payments, which includes tenant rents and management fees for operating the program.

The Authority issued resources or provided loans for the construction of low income housing.

The financial statements are presented in three sections: management's discussion and analysis (this section), the basic financial statements and supplementary information.

The management's discussion and analysis section includes information on the past and future accomplishments of the Authority. It focuses on analysis of the financial statements and the improvements in the Authority's management.

The financial section provides both long-term and short-term information about the Authority's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of other supplementary information that further explains and supports the information in the financial statements.

The Authority's financial statements were prepared in conformity with accounting principles generally accepted in the United States of America as applied to government units. Enterprise Funds are used to account for the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. All assets and liabilities associated with the operation of these funds are included on the balance sheet.

The bottom of the Statement of Revenue, Expenses and Changes in Net Assets reports on the Authority's net assets and how they have changed from the previous year. Net assets are the difference between the Authority's assets and liabilities, which is one way to measure the Authority's financial health or position.

Additionally, the Authority is required to undergo an annual single audit in conformity with the provisions of the Single Audit Amendments of 1996 and the United States Office of Management and Budget's (OMB) *Audits of States, Local Governments, and Non-Profit Organizations* as provided in OMB Circular A-133. Information related to this single audit, including a schedule of expenditures of federal awards, the independent auditor's reports on internal controls and compliance with applicable laws and regulations, and a schedule of findings and questioned costs will be issued with this report.

FINANCIAL ANALYSIS OF THE AUTHORITY

Net Assets

Net assets represent the difference between total assets and total liabilities. As shown in Table 1, the Authority's total net assets at March 31, 2010 increased by $3.9 million to approximately $76.6 million or 5.1%.

Total Assets increased by $4.3 million or 5.0%, from $81.3 million to $85.6 million at March 31, 2010.

Total liabilities increased by $378 thousand or 4.2% to $9 million at March 31, 2010.

Current assets increased by $618 thousand or 8.6%, in 2010 primarily due to increases in cash and escrow deposits. Capital and non-current assets also increased by $3.9 million or 6.2% from $58.7 million to $62.6 million in 2010, primarily because of capital improvements, as shown below.

Table 1
Gary Housing Authority's Net Assets
(in thousand dollars)

	2010	2009	Difference	Percent Change
Current Assets	$ 7,147	$ 6,529	$ 618	8.6%
Capital Assets	62,537	58,673	3,864	6.2%
Non-current Assets	15,917	16,094	(177)	-1.1%
Total Assets	85,601	81,296	4,305	5.0%
Current Liabilities	2,007	1,332	675	33.6%
Non-current Liabilities	6,960	7,257	(297)	-4.3%
Total Liabilities	8,967	8,589	378	4.2%
Invested in Capital Assets, Net	62,537	58,673	3,864	6.2%
Restricted	-	1,548	(1,548)	
Unrestricted	14,097	12,486	1,611	11.4%
Total Net Assets	76,634	72,707	3,927	5.1%
Total Liabilities and Net Assets	$ 85,601	$ 81,296	$ 4,305	5.0%

Change in Net Assets

Net assets increased because of investments in capital assets and increases in operating income. The change in net assets at March 31, 2010, was an increase of approximately $3.9 million compared to $76.6 million at March 31, 2010.

As shown in Table 2, the Authority's total revenues, which included HUD Operating and Capital Grants, tenant rents, interest and other income increased by $3,611 thousand or 12.3%.

Table 2
Changes in Gary Housing Authority's Net Assets
(in thousand dollars)

	2010	2009	Difference	Percent Change
Operating Revenues	$ 24,119	$ 22,498	$ 1,621	6.7%
Capital Grants	5,323	3,333	1,990	37.4%
Total Revenues	29,442	25,831	3,611	12.3%
Operating Expenses	23,015	19,483	3,532	15.3%
Depreciation	1,468	1,449	19	1.3%
Total Expenses	24,483	20,932	3,551	14.5%
Change in Net Assets	4,959	4,899	60	1.2%
Total Net Assets, Beginning	72,707	65,969	6,738	9.3%
Prior Period Adjustments	(1,032)	1,839	(2,871)	278.2%
Net Assets at End of Period	$ 76,634	$ 72,707	$ 3,927	5.1%

As shown in Table 3, the Authority's total expenses increased by $3.6 million or 14.5% to approximately $24.5 million in 2010, from $20.9 million at March 31, 2009. Significant increases occurred in administrative expenses Housing Assistance Payments.

Table 3
Gary Housing Authority's Operating Expense
(in thousand dollars)

	2010	2009	Difference	Percent Change
Administrative Expenses	$ 5,122	$ 3,902	$ 1,220	23.8%
Tenant Services	225	24	201	89.3%
Utilities Expenses	2,526	2,692	(166)	-6.6%
Ordinary Maintenance	3,075	2,876	199	6.5%
Protective Services	670	562	108	16.1%
General Expenses	1,012	976	36	3.6%
Housing Assistance Payments	10,385	8,451	1,934	18.6%
Depreciation Expense	1,468	1,449	19	1.3%
Total Operating Expenses	$ 24,483	$ 20,932	$ 3,551	14.5%

Capital Assets

Capital assets increased $3.9 million from $58.7 million to $62.5 million as shown on the table below:

	March 31, 2009	Additions/(Deletions) and Transfers	March 31, 2010
Land and Structures	$ 96,016,977	$	$ 96,016,977
Office Furniture and Equipment	2,576,477	23,124	2,599,601
Construction in Progress	23,467,461	5,309,101	28,776,562
Less Accumulated Depreciation	(63,388,138)	(1,467,654)	(64,855,792)
Total Fixed Assets	$ 58,672,777	$ 3,864,571	$ 62,537,349

Construction costs during the year totaled $3,333,028, and depreciation totaled $1,448,610.

BUDGETARY CONTROL

Budgetary control is exercised over programs through internal control methods that ensure compliance with legal provisions incorporated in annual program budgets approved by HUD and the Board of Commissioners. The activities of the Authority's enterprise fund are included in the annual budgeting process. Capital project budgets contained in the Authority's low rent housing program are adopted for the length of the capital projects then annualized to strengthen monitoring and completion benchmarks.

MAJOR INITIATIVES

Current Year:

The Gary Housing Authority continues to provide comprehensive service in the City of Gary to assure the existence of affordable housing for low to moderate income individuals, families, senior citizens, handicapped, and disabled individuals. Under the leadership of a dedicated Board of Commissioners and the hard work of true professionals in the field of affordable housing, the agency continues to thrive, considering the various challenges for the federally subsidized housing providers. Improvements have included working hard to enhance our operations internally and seeking external funds to support our residents whenever possible.

The Authority successfully:

- met the requirements of the Public Housing Assessment Subsystem indicators in 2010,

- obligated 100 percent of the ARRA funds on February 11, 2010,
- completed a vacancy reduction program for 195 units,
- completed the memorandum of agreement in February 2010,
- applied for a choice neighborhood planning grant to redevelop Ivanhoe Gardens,

Additionally, the Authority renewed its section 8 management contract, closed its 2005 capital grant, and recaptured $180,000 in sanctioned funds.

Future Years:

We intend to continue our current initiatives and work toward becoming a high performer, maintain an occupancy of 97 percent or better, rebuild at new development at Ivanhoe Gardens, sell 25 properties and the central warehouse, apply for a $250,000 choice neighborhoods grant and continue to improve our cash-flow.

Sincerely,

Alfreda Peterson

Alfreda Peterson
Executive Director

FINANCIAL STATEMENTS

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENT OF NET ASSETS
PROPRIETARY FUND TYPE - ENTERPRISE FUNDS
MARCH 31, 2010 (WITH COMPARATIVE TOTALS FOR 2009) **EXHIBIT A**

	ENTERPRISE FUNDS				
	LOW RENT	SECTION 8	COMPONENT UNITS	2010 TOTAL	2009 TOTAL
ASSETS					
CURRENT ASSETS					
Cash and Cash Equivalents	$ 4,478,199	$ 1,388,245	$	$ 5,866,444	$ 5,795,319
Investments	215,638			215,638	214,836
Accounts Receivable, Net Allowance	598,612	44,656		643,268	146,494
Prepaid Expenses	73,697			73,697	24,640
Material Inventories	348,027			348,027	348,028
Total Current Assets	5,714,173	1,432,901	-	7,147,074	6,529,317
NON CURRENT ASSETS					
Accrued Interest Receivable	1,024,344		94,716	1,119,060	942,834
Notes Receivable	8,337,060	884,791	500,000	9,721,851	9,797,655
Escrow Deposits			5,075,897	5,075,897	5,353,752
Land, Structures and Equipment, Net	59,342,671	2,385	3,192,293	62,537,349	58,672,777
Total Non Current Assets	68,704,075	887,176	8,862,906	78,454,157	74,767,018
TOTAL ASSETS	$ 74,418,248	$ 2,320,077	$ 8,862,906	$ 85,601,231	$ 81,296,335
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Accounts Payable	$ 1,185,884	$ 51,718	$	$ 1,237,602	$ 675,843
Accrued Liabilities	443,467			443,467	166,458
FSS Escrow		340		340	4,602
Homeownership Escrow	14,165			14,165	25,553
Notes Payable - Current	107,416			107,416	103,969
Notes Payable - Current	179,872			179,872	179,872
Bond Payable - Current			195,000	195,000	180,000
Total Current Liabilities	1,930,804	52,058	195,000	2,177,862	1,336,298
NON-CURRENT LIABILITIES					
Notes Payable - Non Current	777,375			777,375	856,626
Notes Payable - Non-Current	9,389			9,389	277,485
Bond Payable Non-Current			3,340,000	3,340,000	3,535,000
Required Escrow Liability			1,411,353	1,411,353	1,641,099
Accrued Interest - Income	1,024,344		94,716	1,119,060	942,834
Deferred Revenue			131,891	131,891	
Total Non-Current Liabilities	1,811,108	-	4,977,960	6,789,068	7,253,044
Total Liabilities	3,741,912	52,058	5,172,960	8,966,930	8,589,341
NET ASSETS					
Unrestricted Net Assets	11,333,665	1,455,424	497,653	13,286,742	12,486,298
Restricted Net Assets		810,210		810,210	1,547,919
Investment in Fixed Assets	59,342,671	2,385	3,192,293	62,537,349	58,672,777
Total Net Assets	70,676,336	2,268,019	3,689,946	76,634,301	72,706,994
TOTAL LIABILITIES AND NET ASSETS	$ 74,418,248	$ 2,320,077	$ 8,862,906	$ 85,601,231	$ 81,296,335

See Accompanying Notes to the Financial Statements.

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
PROPRIETARY FUND TYPE - ENTERPRISE FUNDS
FOR THE YEAR ENDED MARCH 31, 2010 (WITH COMPARATIVE TOTALS FOR 2009) **EXHIBIT B**

	ENTERPRISE FUNDS				
	LOW RENT	SECTION 8	COMPONENT UNITS	2010 TOTAL	2009 TOTAL
OPERATING REVENUES					
Tenant Rents	$ 2,762,432	$	$	$ 2,762,432	2,816,829
HUD Operating Grants	10,428,270	10,635,538		21,063,808	18,975,583
Other Income	278,460	3,135		281,595	453,168
Management Fee	11,129			11,129	219,593
TOTAL OPERATING REVENUES	13,480,291	10,638,673	-	24,118,964	22,465,173
OPERATING EXPENSES					
Administrative Expenses	4,163,174	958,567		5,121,741	3,901,644
Tenant Services	224,744			224,744	24,477
Utilities Expenses	2,525,597			2,525,597	2,691,510
Ordinary Maintenance	3,075,259			3,075,259	2,876,480
Protective Services	670,180			670,180	561,533
General Expenses	1,012,237			1,012,237	976,396
Housing Assistance Payments		10,385,133		10,385,133	8,451,164
Depreciation Expense	1,467,654			1,467,654	1,448,610
TOTAL OPERATING EXPENSES	13,138,845	11,343,700	-	24,482,545	20,931,814
OPERATING INCOME (LOSS)	341,446	(705,027)	-	(363,581)	1,533,359
NON-OPERATING REVENUES (EXPENSES)					
Interest Income	2,022	11,729		13,751	45,907
Gain/Loss on Sale					(13,516)
HUD Capital Grants	5,309,101			5,309,101	3,333,028
NON-OPERATING REVENUES (EXPENSES)	5,311,123	11,729	-	5,322,852	3,365,419
CHANGE IN NET ASSETS	5,652,569	(693,298)	-	4,959,271	4,898,778
NET ASSETS AT BEGINNING OF PERIOD	66,055,731	2,961,317	3,689,946	72,706,994	65,969,140
PRIOR PERIOD ADJUSTMENTS	(1,031,964)			(1,031,964)	1,839,075
NET ASSETS AT END OF PERIOD	$ 70,676,336	$ 2,268,019	$ 3,689,946	$ 76,634,301	$ 72,706,994

See Accompanying Notes to the Financial Statements.

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENTS OF CASH FLOWS - ALL ENTERPRISE FUNDS
FOR THE YEAR ENDED MARCH 31, 2009 (WITH COMPARATIVE TOTALS FOR 2009) **EXHIBIT C**

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from Tenants and Others	$ 24,118,964	$ 22,465,173
Payments to Employees	(456,741)	(3,507,295)
Payments to Vendors and Suppliers	(23,580,922)	(16,545,011)
Net Cash Provided by Operating Activities	81,301	2,412,867
CASH FLOWS FROM INVESTING ACTIVITIES		
(Purchase)/Sale of Investments	(802)	(214,836)
Interest Income	13,751	45,907
Unrealized Gain (Loss) on Investments	-	-
Net Cash (Used In) Provided by Investing Activities	12,949	(168,929)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Capital Grants	5,309,101	3,333,028
Investment in Fixed Assets	(23,125)	(53,166)
Loss in Fixed Assets	-	(13,516)
Investment in Construction Activities	(5,309,101)	(3,333,028)
Net Cash (Used In) Provided by Capital and Related Activities	(23,125)	(66,682)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	71,125	2,177,256
CASH AND CASH EQUIVALENTS AT BEGINNING OF FISCAL YEAR	5,795,319	3,618,063
CASH AND CASH EQUIVALENTS AT END OF FISCAL YEAR	$ 5,866,444	$ 5,795,319
Reconciliation of Operating Loss to Net Cash Used by Operating Activities		
Net Income	$ (363,581)	$ 1,537,109
Adjustments To Reconcile		
Depreciation	1,467,654	1,448,610
Prior Period Adjustment	(1,031,964)	
Change in Assets and Liabilities		
(Increase)/Decrease in Tenant Accounts Receivable	(6,704)	(32,383)
(Increase)/Decrease in Accounts Receivable - HUD other projects	(490,070)	739,876
(Increase)/Decrease in Interest Receivable	(176,226)	(934,987)
(Increase)/Decrease in Prepaid Expenses	(49,057)	9,593
(Increase)/Decrease in Escrow Deposits	277,856	(885,311)
(Increase)/Decrease in Material Inventories		(132,192)
(Increase)/Decrease in Notes Receivable	75,804	72,322
Increase/(Decrease) in Accounts Payable	561,759	(1,263,804)
Increase/(Decrease) in Accrued Liabilities	277,009	(350,591)
Increase/(Decrease) in Notes Payable Current	(167,686)	167,681
Increase/(Decrease) in Accrued Bond Interest Payable	176,226	180,000
Increase/(Decrease) in Non-Current Liabilities	(469,719)	1,856,944
Net Cash Provided by Operating Activities	$ 81,301	$ 2,412,867

SUPPLEMENTAL DISCLOSURES OF NONCASH ACTIVITIES

NONE

See Accompanying Notes to the Financial Statements.

NOTES TO THE FINANCIAL STATEMENTS

Note 1 - Organization and Program Description

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 (Board) composed of seven members appointed by the Mayor of the City of Gary (City). 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.

The Gary Housing Authority is a separate governmental entity created for the purpose of constructing, maintaining, and operating public housing and providing rental assistance to low and moderate income persons. The majority of its funding is provided by the Department of Housing and Urban Development (HUD). All funds and programs are included in these statements.

As required by accounting principles generally accepted in the United States of America, the accompanying financial statements present the various program activities of the Authority. The Authority's assets, liabilities and results of operations are segregated into public housing and grant programs as follows:

Low Rent Housing - The low rent housing program provides subsidized housing to low income residents. The Authority is the owner of approximately 2,256 public housing units located throughout the City. The Authority receives revenue from dwelling rental income and an operating subsidy provided by HUD. Capital Grants and Development (Hope VI) Funds, provided by HUD, are used to improve the construction, physical condition, management and operation of existing public housing developments. The low rent housing program is reported as an enterprise fund.

Section 8 Programs – The Authority participates in the housing choice voucher, and moderate rehabilitation programs. These programs are designed to provide privately owned, decent, safe and sanitary housing to low income families. The Authority provides assistance to low income persons seeking decent, safe and sanitary housing by subsidizing rents between such persons and owners of existing private housing. Under the programs, the Authority enters into housing assistance payment contracts with eligible landlords. To fund the program, the Authority enters into annual contribution contracts with HUD for the receipt of rental subsidies. The Housing Choice Voucher and the moderate rehabilitation programs are also reported as enterprise funds.

Modernization and Development – Substantially all additions to land, buildings, and equipment are funded through Capital Grant Fund Program or Hope VI - Development Program. These programs add to, replace or materially upgrade deteriorated portions of the Authority's housing units. Funding is provided through programs established by HUD.

A. Reporting Entity

The financial statements of the Authority have been prepared in accordance with accounting principles generally accepted in the United States of America, as applicable to governmental units.

These principles define the reporting entity of the primary government, as well as its component units. Component units are separate legal organizations for which the elected officials of the primary government are financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board, and either (a) the ability to impose will by the primary government, or (b) the possibility that the component unit will provide a financial benefit or impose a financial burden on the primary government. Based upon the application of these criteria, the reporting entity includes the Gary Housing Authority LLC, Gary Housing Development Corporation, Small Farms Development Corporation (Small Farms), and Fifth Avenue Housing Development Corporation, as component units.

The basis criterion for including a legally separate organization as a component unit is the degree of financial accountability the Authority has over the organization.

In June 1999, the Government Accounting Standards Board unanimously approved Statement 34, Basic Financial - and Management Discussion and Analysis (MD&A) section which provided an analysis of the overall financial positions and results of operations.

This and other changes are reflected in the accompanying financial statements (including notes to the financial statements).

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, it's 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 March 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 of the organization may be obtained from the Finance Director of the Gary Housing Authority, at their office 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 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 March 2006. Apartments are rented to a mixture of low income and market rate tenants. Complete financial statements of the organization may be obtained from the Finance Director of the Gary Housing Authority, at their office at 578 Broadway, Gary Indiana, 46402.

Proprietary Funds - The Authority's operations are accounted for in a single *Enterprise Fund.* ***Enterprise Funds*** 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.

Budgets - Budgets are adopted for applicable enterprise 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 for such funds. 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 (all capital projects are currently accounted for in Proprietary Funds) are adopted for the length of the project and/or program and are annualized for accounting purposes. Additional information on the Authority's budgetary requirements and controls is disclosed in Note 2.

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 and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Net Assets - The Authority has adopted GASB Statement No. 33. In accordance with GASB Statement No. 33, capital contributions are recognized as revenue when expenditures are made and amounts become subject to claim for reimbursement. Depreciation recorded on property, plant and equipment acquired with funds recorded as contribution in years prior to 2000 is calculated on a straight-line basis over the estimated useful life of the related assets, charged to operations, and reclassified to the related contributed capital account. The net book values of assets disposed of are written off against contributed capital if no proceeds from the disposal are received. Depreciation recorded on the property, plant and equipment is charged to operations.

Net assets include the following:

- Invested in capital, net of related debt - The component of net assets that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, excluding unspent proceeds, that are directly attributable to the acquisition, construction or improvement of these capital assets.

- Restricted for federal programs - the component of net assets that reports the amount of revenue from a federal or state award for service programs in excess of expenditures. These funds are restricted for the use of the related federal or state program.

- Unrestricted - The difference between the assets and liabilities that is not reported in net assets invested in capital, net of related debt or net assets restricted for federal and state programs.

Inter-program Due to/from - During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" on the balance sheet.

Federal Awards - Federal grants for reimbursable programs are recognized as revenue in the year the related program expenditure occurs. Awards received prior to meeting revenue recognition criterion are recorded as deferred revenue. Operating grants are recorded as revenue in the year earned.

Investments - The Authority has estimated the fair values of its financial investments using available market information and other valuation methodologies in accordance with GASB Statement No. 31. Federal statutes authorize investment of excess federal funds in instruments guaranteed by the federal government. The Authority has adopted this policy for all invested funds, whether or not they are federal funds.

Inventories - Inventories are stated at the lower of cost or market.

Prepaid Expenditures - Payments made to vendors for services that will benefit periods beyond March 31, 2010, are recorded as prepaid items.

Compensated Absences - The Authority allows full-time regular employees to accumulate the following compensated balances:

- Vacation is accrued based on length of employment, ranging from 13 days per year after 12 months of continuous service to 25 days after 20 years of continuous service. Unused vacation is paid upon termination.

- Sick pay is granted at the rate of one day per month. Upon resignation or retirement employees are paid for unused sick leave as follows:

1. 5 through 14 years	50 percent
2. 15 though 29 years	75 percent
3. 30 or more years	90 percent

Fixed Assets - The Authority capitalizes fixed assets with a cost of more than $5,000 and a useful life of one year or more. Proprietary fund types focus on capital maintenance. Accordingly, land, structures and equipment are recorded in the enterprise fund, which acquires such assets.

Fixed assets are stated at cost or at estimated historical cost. The cost of maintenance and repairs is charged to operations as incurred and improvements are capitalized. Fixed assets are depreciated over their useful lives using the straight-line method of depreciation as follows:

Building	40 years
Building Modernization	10-27.5 years
Infrastructure	40 years
Office Furniture and Equipment	5-7years
Automobiles	5 years
Computers	3 years

Financial Information for 2009

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Authority's financial statements for the year ended March 31, 2009, from which the summarized information was derived.

Note 2 - Budget Information

The Authority is required by contractual agreements to adopt annual operating budgets for all its enterprise funds receiving federal expenditure awards. The Director of Finance prepares all budgets on a HUD basis, which is materially consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at fiscal year-end. Operating budgets are not prepared for capital projects activity, which is included in the low rent housing enterprise fund. Budgets are submitted by the Authority's Executive Director and approved by resolutions of the Board of Commissioners.

Enterprise Funds - All enterprise fund operating budgets are prepared for the upcoming year by the end of the current fiscal year and are approved by the Authority's Board of Commissioners and/or HUD. Appropriations for capital projects are authorized at the fund and expenditure level, and effective budgetary control is achieved through periodic budgeting and reporting requirements.

Note 3 - Cash and Cash Equivalents

Cash and cash equivalents totaled $5,866,444 March 31, 2010. Amounts are maintained in commercial checking accounts and are readily available. HUD regulations require authorities to maintain funds in accounts that are fully collateralized by United States government securities. Cash amounts in excess of the $250,000 insured by the government were collateralized by government securities and held in the pledging financial institutions' trust departments in the Authority's name.

Of the total cash, $1,004,402 was restricted, as follows:

Tenant Security Deposits	$	127,969
Housing Assistance Payments		810,210
Homeowners Escrow Deposits		14,165
Housing Assistance Payments Liabilities		51,718
FSS Escrow		340
Total	$	1,004,402

Note 4 – Investments

At March 31, 2010, investments totaled $215,638, which consisted of a Certificate of Deposit. The fair values and unrealized gain/loss at March 31, 2010, are summarized as follows:

	Category 1		
Description	Book Value	Market Value	Unrealized Gain/(Loss)
Certificate of Deposits	$ 215,638	$ 215,638	$ -
Total	$ 215,638	$ 215,638	$ -

Category 1 - Investments are insured by the Federal Depositor Insurance Corporation and are further fully collateralized by government security and held in the pledging financial institution's trust department in the Authority's name.

Note 5 - Accounts Receivable

At March 31, 2010, accounts receivable totaled $643,268, and consisted of the following:

Accounts Receivable – Tenants Net	$	114,375
Accounts Receivable – HUD		289,427
Accounts Receivable – Other		239,466
Total	$	643,268

The Authority reviews the accounts receivable periodically. In fiscal year 2010, the Authority did not write off any receivable balances.

Note 6 - Prepaid Expenses

Prepaid expenses totaled $73,697 at March 31, 2010, and consisted of prepaid insurance and vendor services.

Note 7 - Material Inventories

Material inventories totaled $348,027 at March 31, 2010. Material inventories are stated at the lower of cost or market. Material inventories were not reviewed for obsolescence or adjusted during the 2010 fiscal year.

Note 8 – Notes Receivable

The Authority established various entities to fulfill its goal of affordable housing. The component units loaned funds to developers to build these units. Notes receivable primarily consist of amounts due from developers of mixed income properties. The repayment of these notes is based on net cash flow. As of March 31, 2010, no payments had been made.

The Housing Authority of the City of Gary, Indiana (GHA) Duneland Village Associates, L.P.

The Authority provided a 57 year construction loan of $3,116,000, to Duneland Village Associate LLC. The loan is secured by a second priority leasehold mortgage and security agreement. The note bears interest at a rate of 5.08% compounded annually until all amounts are paid in full.

These funds originated from the HOPE VI grant. During the life of the note, 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 or refinancing proceeds reinvested in the Project are unavailable for distributions. 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, 2010 is $3,116,000 plus accrued interest of $777,944.

The Housing Authority of the City of Gary, Indiana (the Authority) – Horace Mann Associates, L.P.

The Authority provided a 45.5 year construction loan of $5,221,060, to Horace Mann Associates, L. P. The loan matures on December 31, 2051. The interest rate of the loan was 8% annually, during the construction and noninterest bearing thereafter. Maximum interest during construction was $246,400.

The loan is secured by a third priority leasehold mortgage and security agreement. 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 are unavailable for distribution, and (iv) repayment of any Project related advances. Thirty-six percent 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. Principal outstanding at March 31, 2010 was $5,221,060. Accrued interest was $246,400.

Gary Housing Development Corporation (GHDC) - Horace Mann Associates, L.P.

GHDC (a wholly owned not for profit organization) provided a 39.5 year construction loan of $500,000 to Horace Mann Associates, L. P. The loan matures on December 31, 2046. The interest rate of the loan was 8.0% annually, during the construction and 4.57% thereafter. Maximum interest during construction was $23,600.

Gary Housing Development Corporation (GHDC) - Horace Mann Associates, L.P. (continued)

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 expense 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 are unavailable for distribution, and (iv) repayment of any Project related advances.

The loan matures on December 31, 2047. The amount outstanding at March 31, 2010 is $500,000. Accrued interest totaled $94,716.

Total accrued interest and notes receivable are shown below:

Entity	Interest	Notes
Duneland Village Associates, L.P.	$ 777,944	$ 3,116,000
Horace Mann Associates, L.P.	246,400	5,221,060
Gary Housing Development Corporation	94,716	500,000
HUD IG Audit		884,791
Total Notes Receivable	$ 1,119,060	$ 9,721,851

Note 9 - Escrow Deposits

At March 31, 2010, Escrow Deposits totaled $5,075,897 which included investments in government securities and money market accounts. The Housing Authority's investments in securities are stated at fair value at year end. Fair values and unrealized gain/(loss) at March 31, 2010, are summarized as follows:

	Category 1		
Description	Book Value	Market Value	Unrealized Gain/(Loss)
Money Market	$ 666,413	$ 666,413	
Government Securities - Small Bond	4,409,484	4,409,484	$ -
Total	$ 5,075,897	$ 5,075,897	$ -

Category 1 -Amounts consist of escrows invested by the trustee (The Bank of New York Mellon Trust Company, N.A) in federal securities and U.S. Treasury Obligations money market funds. The Authority is currently not exposed to custodial credit risk or concentration risk, as defined in GASB 40.

Small Farms Development Corporation

The Small Farms Development Corporation (Small Farms) - (a nonprofit corporation created as an agency and instrumentality of the Authority) issued mortgage revenue bonds for (FHA Insured Mortgage - Section 8 Assisted Projects) totaling $5,465,000 on April 1, 1979.

Small Farms Development Corporation (continued)

On October 15, 1991, Small Farms entered into an agreement with the Midwest Commerce Banking Company to act as escrow deposit trustee. Investments totaling $4,619,578 was deposited with the trustee. Escrows were required to be invested in Federal securities. Bond holder payments are to be made June 1 and December 1 until maturity of December 1, 2021. At March 31, 2010, investments totaled $4,438,353.

Gary Housing Authority, LLC

The Gary Housing Authority, LLC. (GHA LLC) a limited liability company, created as an instrumentality of the Authority, entered into an agreement in September 2003, with the developers of Duneland Village, to fund the operating reserve escrow of $258,000 and the operating reserve of $250,000, required by the Indiana Housing Finance Authority, as a condition of tax credits. At March 31, 2010, escrow deposits amounts totaled $637,545.

Note 10 - Land, Structures and Equipment

The changes in land, structures and equipment for the year ended March 31, 2010, were as follows:

	March 31, 2009	Additions, Transfers and Dispositions	March 31, 2010
Enterprise Fund			
Land and Structures	$ 96,016,977	$	$ 96,016,977
Office Furniture and Equipment	2,576,477	23,124	2,599,601
Construction in Progress	23,467,461	5,309,101	28,776,562
(Less) Accumulated Depreciation	(63,388,138)	(1,467,654)	(64,855,792)
Total Fixed Assets	$ 58,672,777	$ 3,864,571	$ 62,537,349

Changes in land, structures and equipment during the audit period consisted of capital improvement costs incurred, equipment purchased and depreciation expense. Fixed Assets are recorded at cost. Depreciation is recorded over the useful lives of the assets using the straight-line method of depreciation. Depreciation expenses for 2010 totaled $1,467,654.

Note 11 - Accounts Payable

Accounts payable totaled $1,237,602 at March 31, 2010, which consisted of the following:

Accounts Payable - Vendors	$ 1,024,573
Accounts Payable - Portables	51,718
Tenants Security Deposits	127,969
Payroll Liabilities	33,343
Total	$ 1,237,602

Note 12 - Accrued Liabilities

Accrued liabilities totaled $443,467, at March 31, 2010, and represented amounts due for accrued salary, vacation and sick leave as follows:

Type of Accrual	Amount
Salary	$ 230,986
Vacation	142,906
Sick	69,575
Total	$ 443,467

Note 12 - Accrued Liabilities (continued)

It is the Authority's policy to compensate employees for accumulated sick and vacation leave upon termination. The Authority recognizes leave taken as a current year's salary expense during the year in which the leave is taken. Both vacation and sick pay is accrued for and recognized in the financial statements as an accrued liability.

Note 13 – Other Current Liabilities

Other Current Liabilities at March 31, 2010, totaled 14,505, and consisted of amounts in FSS Escrow and Homeownership as follows:

	Amount
FSS Escrow	$ 340
Homeownership	14,165
Total Other Current Liabilities	$ 14,505

Note 14 - Non-Current Liabilities

Non-current liabilities at March 31, 2010, totaled $4,609,052, and consisted of amounts due on bonds and notes payable as follows:

Type of Payable	Amount
IG Audit Note	$ 884,791
Gary Sanitary District	189,261
Bonds - Small Farms	3,535,000
Total	$ 4,609,052

The Authority has entered into an agreement with the Office of the HUD Inspector General to repay costs disallowed because of an audit. At March 31, 2010 the balance outstanding was $884,791, payable as follows:

Current	$ 107,416
Long-Term	777,375
Total	$ 884,791

Future payment amounts are as follows:

Year	Principal
2011	$ 107,416
2012	35,650
2013	35,650
2014	19,902
Thereafter	686,173
Total	$ 884,791

Note 14 - Non-Current Liabilities (continued)

The Authority has entered into an agreement with the Gary Sanitary District to repay outstanding sewage treatment charges. At March 31, 2010 the balance outstanding was $189,261, Future payments are as follows:

2011	$ 179,872
2012	9,389
Total	$ 189,261

The Small Farms an agency of the Authority has bonds outstanding totaled $3,535,000 and interest payable outstanding totaled $1,919,930. Total amount due for bonds and interest is $5,454,930, at March 31, 2010.

Interest earned and payable is 7.4 percent. The Bonds mature in 2021. As discussed in note 9, the Authority has escrow deposits of $4,438,353, toward payment of principal and interest.

Payments are as shown below:

Current	$ 195,000
Long-Term	3,340,000
Total	$ 3,535,000

Future payment amounts are as follows:

Year	Principal	Interest	Total
2011	$ 195,000	$ 261,590	$ 456,590
2012	205,000	247,160	452,160
2013	225,000	231,990	456,990
2014	240,000	215,340	455,340
2015	255,000	197,580	452,580
Thereafter	2,415,000	766,270	3,181,270
Total	$ 3,535,000	$ 1,919,930	$ 5,454,930

Note 15 – Required Escrow Liability

Required escrow liability at March 31, 2010, totaled $1,411,353, and consisted of the following:

GHA LLC	$ 508,000
Small Farms	903,353
	$ 1,411,353

The Small Farms balance of $903,353 consisted of increases in investments earned on bond escrow deposits, which are in excess of the principal bond liability.

Note 16 - Deferred Revenue

Deferred revenue at March 31, 2010, totaled $131,891, and consisted of deposits in the GHA LLC escrow account in excess of the required liability (See Note 9).

SUPPLEMENTAL INFORMATION

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MARCH 31, 2010

EXHIBIT D

FEDERAL GRANTOR	PROGRAM OR AWARD CFDA #	FEDERAL AWARDS EXPENDED	TOTAL PROGRAM EXPENDITURES
Major Programs - U S Department of Housing and Urban Development			
Direct Program			
Low Rent Housing Program			
Low Rent Housing Programs	14.850	$ 7,641,329	$ 15,165,433
Capital Fund Program	14.872	8,096,042	8,096,042
Total Low Rent Housing Programs		15,737,371	23,261,475
Housing Assistance Payment Programs			
Housing Choice Voucher Program	14.871	10,265,102	11,007,351
Moderate Rehabilitation	14.856	370,436	336,349
Total Housing Assistance Program Payments		10,635,538	11,343,700
Total U S Department of Housing and Urban Development (Major Programs)		26,372,909	34,605,175
Total All Programs - U S Department of Housing and Urban Development		$ 26,372,909	$ 34,605,175

Note 1 - Basis of Presentation

The Schedule of Expenditures of Federal Awards includes the federal grant activity of Housing Authority of the City of Gary, Indiana and is presented on the accrual basis of accounting. The information in the schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

See Accompanying Notes to the Financial Statements.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
FINANCIAL DATA SCHEDULE – COMBINED BALANCE SHEET – REAC SUBMITAL
FOR THE YEAR ENDED MARCH 31, 2010

EXHIBIT E

Line Item	Account Number	Account Description	Central Office Cost Center	Projects	Housing Choice Vouchers 14.871	Income Housing Assistance 14.856	Component Units	Total Authority
		ASSETS						
		Current Assets:						
		Cash:						
111	111100	General Fund - Cash	$ 1,532,624	$ 2,803,442	$ 334,726	$ 191,250	$ -	$ 4,862,042
113	111300	Other Restricted Cash			810,210			810,210
111	111400	Tenant Security Deposits		127,969				127,969
115		Restricted for Payment of Current Liabilities/FSS Escrow		14,165	52,058			66,223
100		Total Cash	1,532,624	2,945,576	1,196,994	191,250	-	5,866,444
		Accounts Receivable:						
122	112500	Accounts Receivable - HUD Other Projects		255,340		34,087		289,427
125	112900	Accounts Receivable - Miscellaneous	228,897		10,569			239,466
126	112200	Accounts Receivable - Tenants		168,813				168,813
126.1	112298	Allowance for Doubtful Account		(54,438)				(54,438)
120		Total Accounts Receivable	228,897	369,715	10,569	34,087	-	643,268
131	116200	Investments - Unrestricted	215,638					215,638
135	117000	Investments - Restricted						-
		Total Investments	215,638	-	-	-	-	215,638
142	121100	Prepaid Insurance	70,401	3,296				73,697
143	126000	Inventories - Materials		466,489				466,489
143	127500	Allowance for Obsolete Inventories		(118,462)				(118,462)
		Total Prepaid	70,401	351,323	-	-	-	421,724
150		**Total Current Assets**	2,047,560	3,666,614	1,207,563	225,337	-	7,147,074
		Non Current Assets:						
161	140000	Land		1,683,364				1,683,364
162	140020	Building		81,963,803				81,963,803
163	140040	Furniture, Equipment and Machinery - Dwelling		2,519,550				2,519,550
164	147500	Furniture, Equipment and Machinery - Administration	442,971	3,484,703	135,465			4,063,139
165	140800	Improvements		5,267,457			500,000	5,767,457
166	140050	Accumulated Depreciation	(312,510)	(64,378,950)	(133,080)		(31,250)	(64,855,790)
	147000	Non-Dwelling Structures and Equipment						-
167		Construction in Progress		28,672,283				28,672,283
168		Infrastructure					2,723,543	2,723,543
		Total Capital Assets	130,461	59,212,210	2,385	-	3,192,293	62,537,349
172		Notes, Loans and Mortgages Receivable Non-Current		9,361,404	884,791		594,716	10,840,911
174		Other Assets					5,075,897	5,075,897
180		**Total Non Current Assets**	130,461	68,573,614	887,176	-	8,862,906	78,454,157
190		**Total Assets**	$ 2,178,021	$ 72,240,228	$ 2,094,739	225,337	8,862,906	$ 85,601,231
		LIABILITIES AND NET ASSETS						
		Liabilities:						
		Current Liabilities:						
312	211100	Accounts Payable - Vendors and Contractors	$ 10,607	1,013,966	51,718	$	$	1,076,291
322	213501	Accounts Payable - Compensated Absences	212,481					212,481
341	211400	Accounts Payable - Tenant Security Deposits		127,969				127,969
345	211900	Accounts Payable - Other	33,343	14,165	340			47,848
343		Current Portion of Long-term Debt - Capital/Mortgage					195,000	195,000
344	213002	Notes Payable, Current Portion	107,416	179,871				287,287
321	213500	Accrued Wages	86,547	144,439				230,986
		Total Current Liabilities	450,394	1,480,410	52,058	-	195,000	2,177,862
		Trust Deposits and Non Current Liabilities:						
342		Deferred Revenues		1,024,344				1,024,344
351		Long-Term Debt, Net of Current - Capital/Mortgage					4,243,353	4,243,353
352	235101	Notes Payable, Non Current Portion	777,375	9,389				786,764
353		Non-Current Liabilities - Other					734,607	734,607
350		**Total Non Current Liabilities**	777,375	1,033,733	-	-	4,977,960	6,789,068
300		**Total Liabilities**	1,227,769	2,514,143	52,058	-	5,172,960	8,966,930
		Net Assets:						
508		Invested in Capital Assets, Net of Related Debt	130,461	59,212,210	2,385	-	3,192,293	62,537,349
511		Restricted Net Assets			810,210			810,210
512		Unrestricted Net Assets	819,791	10,513,875	1,230,086	225,337	497,653	13,286,742
508		**Total Net Assets**	950,252	69,726,085	2,042,681	225,337	3,689,946	76,634,301
600		**Total Liabilities and Net Assets**	$ 2,178,021	$ 72,240,228	$ 2,094,739	$ 225,337	$ 8,862,906	$ 85,601,231

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
FINANCIAL DATA SCHEDULE – COMBINED BALANCE SHEET – REAC SUBMITAL
FOR THE YEAR ENDED MARCH 31, 2010

EXHIBIT E

Line Item	Account Number	Account Description	Central Office Cost Center	Projects	Housing Choice Vouchers 14.871	Housing Assistance Program 14.856	Component Units	Total Authority
		Operating Revenues						
703	3110	Dwelling Rentals	$ -	$ 2,762,432	$ -	$ -	$ -	$ 2,762,432
704	3120	Excess Utilities						-
705		Total Tenant Revenue	-	2,762,432	-	-	-	2,762,432
711	3610	Interest on Investments	2,022		11,017	712		13,751
710	3690	Management Fee	7,026					7,026
730	3690	Bookkeeping Fee	4,103					4,103
707	3190	Other Fees	31,680					31,680
706	8020	Operating Subsidy		10,428,270	10,265,102	370,436		21,063,808
706.1	8029	Capital Grants		5,309,101				5,309,101
715	3690	Other Income	151,572	95,209	3,134			249,915
716	3620	Gain/Loss on Sale of Capital Assets						-
700		Total Operating Revenues	196,403	18,595,012	10,279,253	371,148	-	29,441,816
		Operating Expenses						
911	4110	Administrative Salaries	728,895	969,082	286,848			1,984,825
912	4171	Auditing Fees	5,826	79,850		1,200		86,876
913	4186	Management Fee		911,633	648,140	4,429		1,564,202
915	4540	Employee Benefit Contribution	167,304	251,386				418,690
916		Office Expense	293,688	51,255	17,950			362,893
917	4130	Legal	143,107	30,718				173,825
918	4150	Travel	5,744	4,105				9,849
916	4190	Other Operating - Admin.	149,847	370,734				520,581
920	4181	Asset Management Fee						-
		Total Administrative Expenses	1,494,411	2,668,763	952,938	5,629	-	5,121,741
921	4210	Tenant Services - Salaries		137,680				137,680
921	4220	Resident Activity Funds						-
922	4231	Relocation Costs		96				
924	4230	Tenant Services, Contract Costs, Other	63,421	23,547				8
923	4222	Employee Benefit Contribution						-
		Total Tenant Services	63,421	161,323	-	-	-	224,744
931	4310	Water	2,012	230,887				232,899
932	4320	Electricity	6,645	638,726				645,371
933	4330	Gas	4,691	1,030,746				1,035,437
934	4340	Fuel	33,376	14,535				47,911
936	4390	Sewer	10,716	553,263				563,979
		Total Utilities	57,440	2,468,157	-	-	-	2,525,597
941	4410	Ordinary Maintenance and Operations - Labor		1,642,623				1,642,623
945	4540	Employee Benefit Contribution		351,659				351,659
942	4420	Ord. Maint. and Operations - Materials	1,848	498,358				500,206
943	4430	Ord. Maint. and Operations - Contracts	25,902	554,869				580,771
		Total Ordinary Maint. & Materials	27,750	3,047,509	-	-	-	3,075,259
951	4480	Protective Services - Other	4,315	665,865				670,180
961	4510	Insurance	321,621	679,020				1,000,641
964	4570	Bad Debts - Collection Losses						-
962	4590	Other General Expenses		11,596				11,596
		Total General Expenses	321,621	690,616	-	-	-	1,012,237
971	4610	Extraordinary Maintenance - Contract Costs						-
973	4715	House Assistance Payments			10,054,413	330,720		10,385,133
978	4719	FSS Escrow - Section 8						-
974	4800	Depreciation Expense	60,475	1,407,179				1,467,654
		Total Other	60,475	1,407,179	10,054,413	330,720	-	11,852,787
969		Total Operating Expenses	2,029,433	11,109,412	11,007,351	336,349	-	24,482,545
		Prior Period Adjustment	(525,284)	(506,680)				(1,031
		Change in Net Assets	$ (2,358,314)	$ 6,978,920	$ (728,098)	$ 34,799	$ -	$ 3,927,307

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENT OF CAPITAL FUND PROGRAM COSTS - UNCOMPLETED
FOR THE YEAR ENDED MARCH 31, 2010 EXHIBIT F

ANNUAL CONTRIBUTION CONTRACT
PHASES IN36PO11 - 708-99, 501-00, 501-01, 501-02 and 501-03

	708 -99	501-00	501-01	501 -02	501-03	Total
Funds Approved	$ 6,379,924	$ 4,574,808	$ 6,108,798	$ 5,328,723	$ 4,092,421	$ 26,484,674
Funds Expended	6,379,924	3,089,322	6,108,798	5,328,723	2,599,227	23,505,994
Excess\(Deficit) of Funds Approved	$ -	$ 1,485,486	$ 0	$ -	$ 1,493,194	$ 2,978,680
Funds Advanced	$ 6,379,924	$ 4,574,808	$ 6,108,798	$ 5,328,723	$ 4,092,421	$ 26,484,674
Funds Expended	6,379,924	3,089,322	6,108,798	5,328,723	2,599,227	23,505,994
Excess\(Deficit) of Funds Advanced	$ -	$ 1,485,486	$ 0	$ -	$ 1,493,194	$ 2,978,680

1 Capital Fund Program costs for Phases IN 36 - 708-99, IN 36 - 501-00, IN 36 -501-01, IN 36 - 501-02, and 501-03 are shown above.

2 There were no cost additions during the audit period and accordingly no costs were audited by Velma Butler & Company, Ltd.

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENT OF CAPITAL FUND PROGRAM COSTS - UNCOMPLETED
FOR THE YEAR ENDED MARCH 31, 2010

EXHIBIT G

ANNUAL CONTRIBUTION CONTRACT
PHASES IN36PO11 - 501-04, 501-05, 501-06 and 501-07

	501-04	501-05	501-06	501 -07	501-08	Total
Funds Approved	$ 4,791,323	$ 4,567,821	$ 1,559,846	$ 4,738,332	$ 4,640,817	$ 15,506,816
Funds Expended	4,791,323	4,567,821	1,477,599	3,640,660	3,356,374	13,042,454
Excess\(Deficit) of Funds Approved	$ -	$ -	$ 82,247	$ 1,097,672	$ 1,284,443	$ 2,464,362
Funds Advanced	$ 4,791,323	$ 4,567,821	$ 1,477,599	$ 3,529,857	$ 3,256,037	$ 12,831,314
Funds Expended	4,791,323	4,567,821	1,477,599	3,640,660	3,356,374	13,042,454
Excess\(Deficit) of Funds Advanced	$ -	$ -	$ 0	$ (110,804)	$ (100,337)	$ (211,141)

1 Capital Fund Program costs for Phases In 36 501-04, IN 36 - 501-05, IN 36 -501-06, IN 36 - 501-07, and 501-08 are shown above.

2 Cost additions during the audit period totaled $6,899,922 as follows: IN-36 501-05 $1,260,418, IN-36 501-06 $440,862, IN-36 501-07 $2,461,043,and IN36-501-08 $2,737,599.

HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENT OF CAPITAL FUND PROGRAM COSTS - UNCOMPLETED
FOR THE YEAR ENDED MARCH 31, 2010 EXHIBIT H

ANNUAL CONTRIBUTION CONTRACT
PHASES IN36PO11 - 501-09 and CFRG-09

	501-09	CFRG-09				Total
Funds Approved	$ 4,616,580	$ 5,874,358	$	$	$	$ 10,490,938
Funds Expended	1,000,259	195,861				1,196,120
Excess\(Deficit) of Funds A	$ 3,616,321	$ 5,678,497	$ -	$ -	$ -	$ 9,294,818
Funds Advanced	$ 1,000,259	$ 151,661	$	$	$	$ 1,151,920
Funds Expended	1,000,259	195,861	-	-	-	1,196,120
Excess\(Deficit) of Funds A	$ -	$ (44,200)	$ -	$ -	$ -	$ (44,200)

1 Capital Fund Program costs for Phases In 36 501-09 and IN 36 - CFRG-09 are shown above.

2 Cost additions during the audit period totaled $ $1,196,120 as follows: IN-36 501-09 $1,000,259 and IN-36 CFRG-09 $195,861

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed In Accordance with *Government Auditing Standards*

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

U.S. Department of Housing and Urban Development
Cleveland Office
Renaissance on Playhouse Square
1350 Euclid Avenue, Suite 500
Cleveland, Ohio 44115-1815

We have audited the financial statements of the business-type activities, of the Housing Authority of the City of Gary, Indiana (the Authority) as of and for the year ended March 31, 2010, and have issued our report thereon dated March 1, 2011. 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.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control over financial reporting that we consider to be significant deficiencies.

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 control deficiency, or combination of control deficiencies, that adversely affects the Authority'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 Authority's financial statements that is more than inconsequential will not be prevented or detected by the Authority's internal control. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies in internal control over financial reporting. 2010-1, 2010-2, 2010-3, 2010-4, 2010-5, 2010-6 and 2010-7.

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 Authority's internal control.

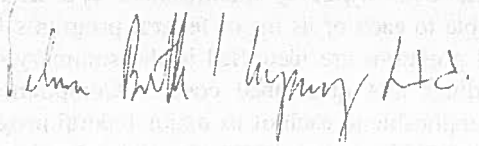
Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. However, of the significant deficiencies described above, we consider items 2010-1 and 2010-2 to be material weaknesses.

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 instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and which are described in the accompanying schedule of findings and questioned cots as items 2010-1 and 2010-2.

The Authority's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the Authority's response and, accordingly, we express no opinion on it.

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



Velma Butler & Company, Ltd.
Chicago, Illinois

March 1, 2011

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

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

U.S. Department of Housing and Urban Development
Cleveland Office
Renaissance on Playhouse Square
1350 Euclid Avenue, Suite 500
Cleveland, Ohio 44115-1815

Compliance

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, 2010. 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 on the Authority's compliance with those requirements.

As described in items 2010-1 and 2010-2 in the accompanying schedule of findings and questioned costs, the Authority did not comply with requirements regarding allowable costs/cost principles that are applicable to its Public and Indian Housing Grant and Capital Fund Grant Program. Compliance with such requirements is necessary, in our opinion, for the Authority to comply with requirements applicable to that program.

In our opinion, except for the noncompliance described in the preceding paragraph, 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 year ended March 31, 2010. The results of our auditing procedures also disclosed other instances of noncompliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2010-1, 2010-2, 2010-4, and 2010-7.

Internal Control Over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal controls 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 controls 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 and to test and report on internal controls over compliance in accordance with OMB Circular A-133, 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.

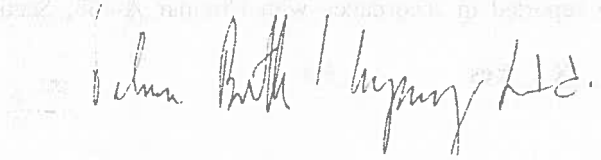
Our consideration of the internal controls over compliance was for the limited purpose described in the first paragraph of this section and was not design to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses as defined below. However, as discussed below we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies and others that we consider to be material weaknesses.

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 ins a control deficiency, or combination of control deficiencies, that adversely affects the entity'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. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2010-1, 2010-2, 2010-4, and 2010-7 to be significant deficiencies.

A material weakness is 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 entity's internal control. Of the significant deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs, we consider items 2010-1 and 2010-2 to be material weaknesses.

The Authority's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the Authority's response and, accordingly, we express no opinion on it.

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



Velma Butler & Company, Ltd.
Chicago, Illinois

March 1, 2011

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MARCH 31, 2010

Section I – Summary of Auditor's Results

Financial Statements

The type of report issued: **Disclaimer**

Internal control over financial reporting:

Material weakness(es) identified? ___X___ Yes _____ No

Deficiencies identified not considered to be material weaknesses?
___X___ Yes _____ None reported

Noncompliance material to financial statements noted?
___X___ Yes _____ None reported

Federal Awards

Internal control over major programs:

Material weakness(es) identified? ___X___ Yes _____ No

Deficiencies identified not considered to be material weaknesses?
___X___ Yes _____ None reported

Type of auditor's report issued on compliance for major programs: **Qualified**

Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)?

___X___ Yes _____ No

Identification of major program:

U.S. Department of Housing and Urban Development

CFDA Number	Name of Federal Program
Low Rent Rental Assistance Programs	
14.850	Low Rent Housing
14.872	Capital Fund Programs
Section 8 Housing Assistance Programs	
14.871	Housing Choice Voucher Program
14.186	Moderate Rehabilitation

Dollar threshold used to distinguish between Type A and Type B programs: $ 300,000

Auditee qualified as low-risk auditee? _____ Yes ___X___ No

Section II – Financial Statement Findings

Material Weakness

Finding 2010-1 Weaknesses in Internal Control

The Housing Authority of the City of Gary, Indiana (the Authority) did not maintain adequate internal controls to assure that all transactions were recorded in its accounting records. Accounting records required numerous adjustments to agree them to source documents.

Because internal controls could not provide reasonable assurance that all valid transactions were recorded, it was not practical for us to extend our audit procedures beyond the records available to us. Accordingly, the scope of our work was not sufficient to enable us to express and we do not express, an opinion on the financial statements. We noted the following:

- Transactions were charged to retained earnings during the fiscal year without adequate support,
- Numerous general ledger balances could not be supported with hard documentation,
- Many transactions were recorded to incorrect accounts in the general ledger,
- Many general ledger account balances did not agree with the grant agreements provided by HUD,
- Accounts receivables and revenue did not agree with supporting documents or schedules. As a result a material adjustment was required to restate the account balances,
- Accounts payable and expense account balances did not agree with the underlying support,
- The tenant accounts receivable balances were not accurately maintained or supported by an aging report resulting in a material adjustment, and
- Component Unit accounting transactions had not been recorded.

OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" requires the maintenance of a financial management system that provides accurate, current and complete disclosure of the financial results and identify adequately the source and application of funds in accordance with generally accepted accounting principles and practices consistently applied.

Recommendation:

We recommend that all transactions initiated are recorded, processed, and reported in the proper accounting period and recorded in the proper account in order to maintain the accuracy of account balances and accountability for the Authority's assets, liabilities, and net assets in accordance with laws, regulations and the provisions of contract and grant agreements.

Authority Action Plan:

The Authority will install a new accounting system in April 2011. With the new system, all accounting transactions will be on one system. One system will make it easier to review and reconcile balances.

Additionally, the Authority will assure that appropriate accounting policies and procedures are followed and that no unsupported transactions are recorded.

Finding 2010-2 Accounting Software

The Authority does not maintain adequate accounting records to provide sufficient information for the preparation of the basic financial statements. The Authority's accounting records did not constitute a system which could produce complete financial statements during fiscal year 2010. The Authority used three separate accounting software systems to record accounting transactions. Information for the three systems had to be combined to produce agency-wide financial statements. The use of three systems led to numerous erroneous entries including unidentifiable and irreconcilable balances.

Recommendation:

We recommend the Authority maintain a single financial management system that serves program management, budgetary and accounting needs.

Authority's Action Plan:

With the implementation of the new accounting system, financial statements will be automatically generated. Therefore, errors in statement generation should no longer be an issue.

Significant Deficiencies

Finding 2010 -3 Inventory of Materials

The Authority did not perform a physical inventory, as required by HUD, and therefore did not maintain accurate inventory records of materials in the Authority's warehouse. The general ledger balance did not reflect the inventory at March 31, 2010. Furthermore, detailed reconciliations and investigations of differences were not performed.

Inventory records should reflect inventory quantities on-hand. Underlying records should reconcile to the general ledger and differences should be investigated and reconciled in a timely manner.

HUD (2235.7 REV-2) requires that all owned and rented reportable property must be inventoried once a year. Capitalized, non-capitalized, and rented reportable property shall be inventoried concurrently.

Recommendation:

The Authority should conduct a materials inventory annually and maintain inventory records which reflect quantities on-hand. If it is not possible to establish a system for all of materials, then inventory controls should be implemented for high dollar value items while the Authority continues to seek a solution for the entire inventory.

Authority's Action Plan:

The Authority will conduct a physical inventory to determine material inventory balances on hand at March 31, 2011. Then the Authority will adjust balances based of the physical inventory accordingly. Then the Authority will develop a system to record inventory depletion as it occurs.

Finding 2010-4 Accounts Receivable

The Authority did not sufficiently review the accounts receivable, accounts payable, revenue or expense balances before closing its books. During the audit, we noted balances in the incorrect account balance classifications and balances that were not supported. The effect of the incorrect balances overstated the Authority's financial position at year end.

Recommendation:

We recommend that the Authority review of all significant accounts to ensure its books and records accurately reflects its operations as required by generally accepted accounting principles.

Authority's Action Plan:

The Authority will review and reconcile account balances to assure that there is adequate and sufficient support.

Finding 2010-5 Questioned Costs

The Authority did not always maintain the sufficient documents required to support tested transactions. During our testing of transactions we noted the lack of supporting documentation for three out of forty items tested. The three transactions totaled $53,862.

Recommendation:

We recommend that the Authority take the appropriate steps to ensure that all balances are properly supported by invoices and or other documentation.

Authority's Action Plan:

The Authority will ensure that all transactions have the appropriate supporting documentation attached.

Finding 2010-6 Payroll Reporting

The Authority was not able to reconcile the 941 quarterly payroll reports to the salary expense recorded in the general ledger at March 31, 2010. These reports should reconcile in total to the general ledger system for the quarter and fiscal year.

The Federal government requires 941 reports as part of the payroll function to ensure proper reporting and payment of wages and payroll taxes. The effect of not reconciling these reports back to the general ledger could result in undetected errors in wages and payroll taxes.

Recommendation:

The Authority should ensure that all payroll reports are prepared accurately and can be reconciled to the general ledger system.

Authority's Action Plan:

The Authority will place more attention on ensuring that the federal 941 wages and tax reports reconcile to its accounts and records.

Finding 2010 - 7 Federal Audit Clearinghouse

The Authority did not submit a Single Audit Reporting Package to the federal clearinghouse for the fiscal year 2010. The submission affects all federal programs that the Authority administered. The finding is a material weakness in internal control over compliance and noncompliance with the Office of Management and Budget (OMB) Circular A-133.

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires the Authority to submit its Single Audit Reporting Package to the federal clearinghouse no later than 9 months after fiscal year-end, unless the State's federal oversight agency approves and extension of this deadline.

Recommendation:

The Authority should improve its financial reporting process so that it can submit its Single Audit Reporting Package to the federal clearinghouse no later than 9 months after fiscal year-end.

Section III – Federal Award Findings and Questioned Costs

Material Weakness

Finding 2010-1 Weaknesses in Internal Control

The Housing Authority of the City of Gary, Indiana (the Authority) did not maintain adequate internal controls to assure that all transactions were recorded in its accounting records. Accounting records required numerous adjustments to agree them to source documents.

Because internal controls could not provide reasonable assurance that all valid transactions were recorded, it was not practical for us to extend our audit procedures beyond the records available to us. Accordingly, the scope of our work was not sufficient to enable us to express and we do not express, an opinion on the financial statements. We noted the following:

- Numerous transactions were charged to retained earnings during the fiscal year without adequate support,
- Numerous general ledger balances cannot be supported with hard documentation,
- Many transactions were recorded to incorrect accounts in the general ledger,
- Many general ledger account balances did not agree with the grant agreements provided by HUD,
- Account receivable and revenue account balances did not agree with supporting tenant rent schedules. As a result a material adjustment was required to restate the account balances,
- Accounts payable and expense account balances did not agree with the underlying support,
- The tenant accounts receivable balance were not accurately maintained or supported by an aging report resulting in a material adjustment, and
- Component Unit accounting transactions had not been recorded.

OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" requires the maintenance of a financial management system that provides accurate, current and complete disclosure of the financial results and identify adequately the source and application of funds in accordance with generally accepted accounting principles and practices consistently applied.

Recommendation:

We recommend that all transactions initiated are recorded, processed, and reported in the proper accounting period and recorded in the proper account in order to maintain the accuracy of account balances and accountability for the Authority's assets, liabilities, and net assets in accordance with laws, regulations and the provisions of contract and grant agreements.

Authority Response:

The Authority will install a new accounting system in April 2011. With the new system, all accounting records will be on one system. One system will make it easier to review and reconcile balances.

Additionally, the Authority will assure that appropriate accounting policies and procedures are followed and that no unsupported transactions are recorded.

Finding 2010-2 Accounting Software

The Authority does not maintain adequate accounting records to provide sufficient information for the preparation of the basic financial statements. The Authority's accounting records did not constitute a system which could produce complete financial statements during fiscal year 2010. The Authority used three separate accounting software systems to record accounting transactions. Information for the three systems had to be combined to produce agency-wide financial statements. The use of three systems led to numerous erroneous entries including unidentifiable and irreconcilable balances.

Recommendation:

We recommend the Authority maintain a single financial management system that serves program management, budgetary and accounting needs.

Authority's Action Plan:

With the implementation of the new accounting system, financial statement will be automatically generated. Therefore, errors in statement generation should no longer be an issue.

Significant Deficiencies

Finding 2010-5 Questioned Costs

The Authority did not always maintain the sufficient documents required to support tested transactions. During our testing of transactions we noted the lack of supporting documentation for three out of forty items tested. The three transactions totaled $53,862.

Recommendation:

We recommend that the Authority take the appropriate steps to ensure that all balances are properly supported by invoices and or other documentation.

Finding 2010 - 7 Federal Audit Clearinghouse

The Authority did not submit a Single Audit Reporting Package to the federal clearinghouse for the fiscal year 2010. The submission affects all federal programs that the Authority administered. The finding is a material weakness in internal control over compliance and noncompliance with the Office of Management and Budget (OMB) Circular A-133.

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires the Authority to submit its Single Audit Reporting Package to the federal clearinghouse no later than 9 months after fiscal year-end, unless the State's federal oversight agency approves and extension of this deadline.

Recommendation:

The Authority should improve its financial reporting process so that it can submit its Single Audit Reporting Package to the federal clearinghouse no later than 9 months after fiscal year-end.

Authority Response:

The Authority will ensure that the report is prepared and submitted within the required deadline.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MARCH 31, 2010

SUMMARY STATUS OF FINDINGS

	Prior Year Findings	Status	Page Number
1.	Weaknesses in Internal Control, 2009-1	Open	41
2.	Accounting Software, 2009-2	Open	41
3.	Inventory of Materials, 2009-3	Open	41
4.	Accounts Receivable, 2009-4	Open	42
5.	Questioned Costs, 2009-5, 2007-14, 2006-17	Open	42
6.	Payroll Reporting, 2009-6	Open	42
7.	Federal Audit Clearinghouse, 2009-7	Open	43
8.	Deficiencies in Tenant File Documentation, 2009-8	Closed	43

Finding 2009-1 Weaknesses in Internal Control

The Housing Authority of the City of Gary, Indiana (the Authority) did not maintain adequate internal controls to assure that all transactions were recorded in its accounting records. Accounting records required numerous adjustments to agree them to source documents.

Because internal controls could not provide reasonable assurance that all valid transactions were recorded, it was not practical for us to extend our audit procedures beyond the records available to us. Accordingly, the scope of our work was not sufficient to enable us to express and we do not express, an opinion on the financial statements.

OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" requires the maintenance of a financial management system that provides accurate, current and complete disclosure of the financial results and identify adequately the source and application of funds in accordance with generally accepted accounting principles and practices consistently applied.

Recommendation:

We recommend that all transactions initiated are recorded, processed, and reported in the proper accounting period and recorded in the proper account in order to maintain the accuracy of account balances and accountability for the Authority's assets, liabilities, and net assets in accordance with laws, regulations and the provisions of contract and grant agreements.

Status: Unresolved. See finding 2010- 1

Finding 2009-2 Accounting Software

The Authority does not maintain adequate accounting records to provide sufficient information for the preparation of the basic financial statements. The Authority's accounting records did not constitute a system which could produce complete financial statements during fiscal year 2009. The Authority used three separate accounting software systems to record accounting transactions. Information for the three systems had to be combined to produce agency-wide financial statements. The use of three systems led to numerous erroneous entries including unidentifiable and irreconcilable balances.

Recommendation:

We recommend the Authority maintain a single financial management system that serves program management, budgetary and accounting needs.

Status: Unresolved. See finding 2010- 2

Finding 2009 -3 Inventory of Materials

The Authority did not perform a physical inventory, as required by HUD, and therefore did not maintain accurate inventory records of materials in the Authority's warehouse. The general ledger balance did not reflect the inventory at March 31, 2009. Furthermore, detailed reconciliations and investigations of differences were not performed.

Inventory records should reflect inventory quantities on-hand. Underlying records should reconcile to the general ledger and differences should be investigated and reconciled in a timely manner.

HUD (2235.7 REV-2) requires that all owned and rented reportable property must be inventoried once a year. Capitalized, non-capitalized, and rented reportable property shall be inventoried concurrently.

Recommendation:

The Authority should conduct a materials inventory annually and maintain inventory records which reflect quantities on-hand. If it is not possible to establish a system for all of materials, then inventory controls should be implemented for high dollar value items while the Authority continues to seek a solution for the entire inventory.

Status: Unresolved. See finding 2010- 3

Finding 2009-4 Accounts Receivable

The Authority did not sufficiently review the accounts receivable, accounts payable, revenue or expense balances before closing its books. During the audit, we noted balances in the incorrect account balance classifications and balances that were not supported. The effect of the incorrect balances overstated the Authority's financial position at year end.

Recommendation:

We recommend that the Authority review of all significant accounts to ensure its books and records accurately reflects its operations as required by generally accepted accounting principles.

Status: Unresolved. See finding 2010- 4

Finding 2009-5 Questioned Costs

The Authority did not always maintain the sufficient documents required to support tested transactions. During our testing of transactions we noted the lack of supporting documentation for three out of forty items tested. The three transactions totaled $40,707.

Recommendation:

We recommend that the Authority take the appropriate steps to ensure that all balances are properly supported by invoices and or other documentation.

Status: Unresolved. See finding 2010- 5

Findings 2006-17 and 2007 - 14

Certain documentation and invoices could not be located to support costs totaling $356,369 during fiscal year 2007, and costs totaling $482,643 during fiscal year 2006.

Recommendation

We recommend that the Authority take the appropriate steps to ensure that all balances are properly supported by invoices and or other documentation.

Status: Unresolved. See finding 2010- 5

Finding 2009-6 Payroll Reporting

The Authority was not able to reconcile the 941 quarterly payroll reports to the salary expense recorded in the general ledger at March 31, 2009. These reports should reconcile in total to the general ledger system for the quarter and fiscal year.

The Federal government requires 941 reports as part of the payroll function to ensure proper reporting and payment of wages and payroll taxes. The effect of not reconciling these reports back to the general ledger could result in undetected errors in wages and payroll taxes.

Recommendation:

The Authority should ensure that all payroll reports are prepared accurately and can be reconciled to the general ledger system.

Status: Unresolved. See finding 2010- 6

Finding 2009 – 7 Federal Audit Clearinghouse

The Authority did not submit a Single Audit Reporting Package to the federal clearinghouse for the fiscal year 2009. The submission affects all federal programs that the Authority administered. The finding is a material weakness in internal control over compliance and noncompliance with the Office of Management and Budget (OMB) Circular A-133.

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires the Authority to submit its Single Audit Reporting Package to the federal clearinghouse no later than 9 months after fiscal year-end, unless the State's federal oversight agency approves and extension of this deadline.

Recommendation:

The Authority should improve its financial reporting process so that it can submit its Single Audit Reporting Package to the federal clearinghouse no later than 9 months after fiscal year-end.

Status: Unresolved. See finding 2010- 7

Finding 2009-8 Deficiencies in Tenant File Documentation

During our audit of tenant files we noted that the Authority did not always maintain the required documentation in its tenant files. We noted the following during our testing of twenty-five tenant files:

- Five tenant files did not contain a verification of income form.
- Sixteen tenant files did not contain annual inspection documentation.
- Fifteen files did not have evidence that tenant appeared on the waiting list.

HUD requires the Authority to maintain complete and accurate tenant files, which consist of annual re-certification applications, third party verification of reported annual income, signed residential lease agreements, support for tenant rent calculations, move-in forms, resident's birth certificates, registration for housing, social security cards and state identification forms, amount other things.

Recommendation:

We recommend that the Authority strengthen its record documentation procedures to include all the required forms.

Closed - the findings was not repeated in fiscal year 2010.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENT OF COMPLIANCE WITH
SECTION 8 MANAGEMENT ASSESSMENT PROGRAM
FOR THE YEAR ENDED MARCH 31, 2010

Velma Butler & Company, Ltd. audited the Authority's compliance with the Section 8 Housing Management Assessment Program. The Authority did not fully comply with the assessment requirements of indicator No. 14, Family Self- Sufficiency (FSS) enrollment and Escrow Account Balance.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
STATEMENT OF COMPLIANCE WITH
PUBLIC HOUSING ASSESSMENT PROGRAM
FOR THE YEAR ENDED MARCH 31, 2010

Velma Butler & Company, Ltd. audited the Authority's compliance with the Public Housing Assessment System Program and did not note any material instances of noncompliance.

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, returning property management services in-house and 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]

Housing Authority of the
City of Gary, Indiana

578 Broadway – Second Floor
Gary, Indiana 46402
219-883-0387 (Office) 219-882-9110 (TTY Line)
219-881-6414 (Fax)

WWW.Garyhousingauthority.org

Violence Against Women Reauthorization Act (VAWA) of 2005

Providing Safe, Decent, Sanitary Housing Since 1938

Last Revised October 20, 2011

VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING POLICY

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 PHA's 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

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

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 of physically visible evidence of violence such as a black eye.

- Copy of a current Order of Protection or Non-Contact Order still in force.
- A threat assessment from the Gary Victim Assistance Department.
- A current police report documenting a violent crime involving the victim and occurring on the property.
- A current arson report from the Gary Fire Department involving the victim.
- Documentation from the States Attorney Office, Attorney General Office, or from a domestic violence or sexual violence shelter.
- 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.

VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING POLICY

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 days, if the resident's rights asserted under the procedure stem from a claim involving the same perpetrator and there in no intervening or superseding applicable court order.

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.

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

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

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

Attachment 1
OMB Approval No. 2502-0204

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence or stalking (collectively "domestic violence") from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf, must complete and submit this certification form, or submit the information described below under "Alternate Documentation," which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form from the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

(1) A federal, state, tribal, territorial, or local police or court record; or

(2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. **Date written request is received from owner or management agent:** _____
2. **Name of victim:** _____
3. **Your name (if different)** _____
4. **Name(s) of other family members listed on the lease:** _____

   _____
5. **Name of the abuser:** _____
6. **Relationship of the abuser to the victim:** _____
7. **Date of incident:** _____
8. **Time of incident:** _____
9. **Location of incident:** _____

{Page two must be completed and attached to this form.}

In your own words, describe the incident (Attach more sheets if needed. Initial each attachment.):

This is to certify, under penalty of perjury, that the information provided is true and correct, and that the individual named above in Item 2 is a victim of domestic violence, dating violence or stalking. The incident(s) in question is a bona fide incident(s) of such actual or threatened abuse. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for termination of Section 8 project-based assistance or eviction from assisted property.

Signature _____ Executed on (Date) _____

All information provided to an owner or management agent related to the incident(s) of domestic violence, dating violence or stalking, including the fact that an individual is a victim of domestic violence, dating violence or stalking shall be retained in confidence by the owner or management agent and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is:

(1) Requested or consented to by the victim in writing;
(2) Required for use in an eviction proceeding or termination of assistance; or
(3) Otherwise required by applicable law

578 BROADWAY
GARY, INDIANA 46402
PHONE: 219/883-0387
FAX NO: 219/881-6414
apeterson@garyhousing.org

ALFREDA M. PETERSON
EXECUTIVE DIRECTOR

COMMISSIONERS:

MICHAEL A. BROWN
Chairperson

WILLIE COOK
1st Vice-Chairperson

GERALDINE STAMPS
2nd Vice-Chairperson

REGENA Y. GAINES

CORNELL COLLINS

REV. RICHARD WILFORD

CECIL HODGES

Providing residents with decent, safe and sanitary housing since 1938

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the **Gary Commission for Women and Gary Housing Authority.**

The Gary Commission for Women operates two shelter programs. The Rainbow, an emergency facility for victims of domestic violence, sexual assault and homeless women and their children. The other program is the Ark, a transitional facility for homeless women and their children.

The **Gary Housing Authority** agrees to work with the **Gary Commission for Women** when transitioning its clients into permanent housing.

When apartment/housing units become available and occupancy rate is at full capacity and we cannot house applicants, **Gary Housing Authority** will contact the **Gary Commission for Women** to inform them.

Gary Housing Authority agrees that clients referred to them from the **Gary Commission for Women** will go through the complete application process which may mean background checks, etc., and they will be placed on the **Gary Housing Authority Wait List.**

The Gary Commission for Women will screen eligible clients before referring them to the **Gary Housing Authority.**

Sharon Mark-Taylor 1-22-10

Sharon Mark-Taylor, Executive Director **Date**
Gary Commission for Women

Alfreda M. Peterson 1-20-10

Alfreda M. Peterson, Executive Director **Date**
Gary Housing Authority

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

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Housing Authority of The City of Gary, IN					**Federal FFY of Grant: 2011**
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	08/02/2013		08/02/2015		
COCC	08/02/2013		08/02/2015		
AMP 09	08/02/2013		08/02/2015		
AMP 10	08/02/2013		08/02/2015		

[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.

Part II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-11 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2011**

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 II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-11 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2011**

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	759,757.40		759,757.40		
GHA - WIDE	Staff Training; Software Upgrades	1408		379,878.70				
COCC	Administration	1410	1 Center	379,878.70		379,878.70		
AMP 09	Vacant Unit Renovations	1460	25 units	1,000,000.00				
AMP 10	Vacant Unit Renovations	1460	25 units	1,000,000.00				
GHA - WIDE	Appliances	1465	1 LS	279,272.20				

[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 I: Summary

PHA Name: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-11 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2011** **FFY of Grant Approval: 2011**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no: , (08/02/2011)**

☐ **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)	3,798,787.00		1,139,636.10	
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** 11-8-11

Signature of Public Housing Director **Date**

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

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

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

Part 1: Summary

PHA Name: The Housing Authority of The City of Gary, IN	Grant Type and Number Capital Fund Program Grant No: IN36P011501-11 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2011 FFY of Grant Approval: 2011

Type of Grant
☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no: (08/02/2011)
☐ 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]	759,757.40		759,757.40	
3	1408 Management Improvements	379,878.70			
4	1410 Administration (may not exceed 10% of line 21)	379,878.70		379,878.70	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,000,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	279,272.20			
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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@ 9/30/11

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.

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 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	766,842.50	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	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 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	1,226,948.50
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 Yolanda Peterson **Date** 11-8-11

Signature of Public Housing Director **Date**

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

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

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

Part I: Summary

PHA Name: 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	766,842.50
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	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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@ 9/30/11

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	3/04/2010	3/17/2012	6/28/2011	
Dorie Miller- AMP 10	3/17/2010	3/04/2010	3/17/2012	6/28/2011	
East Point - AMP 10	3/17/2010	3/04/2010	3/17/2012	6/28/2011	
Ivanhoe - AMP 6	3/17/2010	3/04/2010	3/17/2012	6/28/2011	

[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.

[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.

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	450,000.00 137,435.80	NKA Mang.Fee
HA - Wide	A&E and Construction Manager	1430	1 ea	445,407.00	445,407.00	150,745.00 294,662.00	150,745.00 294,662.00	Globetrotter Habitat
Dorie Miller, East Point - AMP 10	Vacancy Reduction	1460	92 units	3,483,394.36	3,483,030.36	3,483,030.36	3,483,030.36	GARIUP
HA- Wide Dwelling Structures	Roofing Repair/Replacement	1460	1LS	0.0	0.00			2006 &2008
Ivanhoe - AMP 6	Demolition	1485	316 units/Office	1,358,120.84	1,358,484.84	1,358,484.84	1,358,484.84	National Sal.& Serv.

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:** 5 (04/26/11)

☐ **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	5,874,358.00
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 Glenda Peterson **Date** 11-8-11

Signature of Public Housing Director **Date**

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

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

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

Part I: Summary

PHA Name: 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: 5 (04/26/11)
☐ 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	587,435.80
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	445,407.00	445,407.00	445,407.00	445,407.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	3,483,394.36	3,483,030.36	3,483,030.36	3,483,030.36
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	1,358,120.84	1,358,484.84	1,358,484.84	1,358,484.84
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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@ 9/30/11

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		
AMP 8- Homeownership	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 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.

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	923,316.00	923,316.00	923,316.00	923,316.00	Operations
GHA - WIDE	Management Improvement-Vac. Reduction Security	1408		301,627.20	239,838.52	239,838.52	199,790.38	Security -VR+
	Computers - Software & Hardware	1408			125,000.00	125,000.00		Computers
COCC	Administration	1410	1 Center	461,658.00	461,658.00	461,658.00	461,658.00	Mang. Fee
GHA - WIDE	Audit	1411	2 EA	100,000.00	100,000.00	80,000.00		2 Audits
GHA - WIDE	Fees and Cost	1430	1 Proj.		206,930.00	206,930.00		J. Childs
GHA - WIDE	Fees and Cost	1430	1 EA	272,000.00	250,000.00	250,000.00	83,619.50	Globetrotter
	Fees and Cost	1430	1 EA		31,850.00	31,850.00	16,100.00	Habitat
GHA- WIDE	Dwelling Structures - Vac. Reduction	1460	AMP 10+	2,191,891.45	1,678,628.20	1,400,617.80	592,859.46	Vac. Reduct.
	Exterior Renovation - Project	1460	3 AMPS	266,087.35	266,087.35	266,087.35	266,087.35	Ext. Renov. 05
AMP 8 - Hm Ownrsh	Dwelling Structures - Vac. Reduction	1460	2 Units		74,999.43	74,999.43		V.Reduc/Amp8
GHA - WIDE	Dwelling Equipment - Nonexpendable	1465	1 Each; various	100,000.00	218,272.50	218,272.50	46,816.18	PA Sys.; Pump, Equipment
GHA - WIDE	Non-Dwelling Equipment	1475	1 LS	0.00	40,000.00	16,210.42		Delaney-Lights

[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 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: 2)**

☐ **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)	4,616,580.00	4,616,580.00	4,294,780.02	2,590,246.87
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** 11-8-11

Signature of Public Housing Director **Date**

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

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

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

Part I: Summary

PHA Name: 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: 2 (9/22/11)
☐ 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]	923,316.00	923,316.00	923,316.00	923,316.00
3	1408 Management Improvements	301,627.20	364,838.52	364,838.52	199,790.38
4	1410 Administration (may not exceed 10% of line 21)	461,658.00	461,658.00	461,658.00	461,658.00
5	1411 Audit	100,000.00	100,000.00	80,000.00	
6	1415 Liquidated Damages				
7	1430 Fees and Costs	272,000.00	488,780.00	488,780.00	99,719.50
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,457,978.80	2,019,714.98	1,741,704.58	858,946.81
11	1465.1 Dwelling Equipment—Nonexpendable	100,000.00	218,272.50	218,272.50	46,816.18
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	0.0	40,000.00	16,210.42	
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.

@ 9/30/11

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

11-8-11
Date

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 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 Vacancy Reduction I	1460	1LS		129,332.94	129,332.94	129,332.94	Group 1
AMP #005								
Concord Village	Vacancy Reduction Program	1460	1 LS	0.00	1,436,898.11	1,436,898.11	1,436,898.11	Precision
IN 11-08,15 & 19								
Ivanhoe/ AMP 6	Exterior Doors	1460	1 LS	21,000.00	0.00			
Delaney AMP 7	Vacancy Reduction Program	1460	1 LS		120,143.20	120,143.20	120,143.20	Brdwy/
								Concept
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	871,540.90	871,540.90	800,667.99	Group 1

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	AMP Operations
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	14,750.00	14,750.00	MRG
HA-Wide Fees and Costs	A&E Services	1430	1 LS	206,000.00	250,000.00	250,000.00	253,486.43	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 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	14,750.00	14,750.00
6	1415 Liquidated Damages	0.00	0.0		
7	1430 Fees and Costs	206,000.00	455,306.85	455,306.85	405,256.43
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	2,522,392.24
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	4,635,567.00	4,334,643.67
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				

@ 9/30/11

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: IN36P011501-07		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		9/3/2009	9/12/2011		3/4/2011	
Glen Park AMP 4	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Colonial Gardens AMP 9	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Carolyn Mosby AMP 2	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Miller Heights AMP 10	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Genesis Tower AMP 1	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Al Thomas AMP 3	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Delaney AMP 7	9/12/2009		9/3/2009	9/12/2011		3/4/2011	

Alfreda Peterson
Name

11-8-11
Date

Executive Director
Title

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 0				Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categones	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	473,833.20	
	Telephone Expense	1410.00	1 LS	-	-	-		FFA
	Publication &Sundry Expense	1410.00	1 LS	-	-	-		FFA
	Ranges & Refrigerators& Water Heaters	1465.10		188,250.24	188,250.24	188,250.24	188,250.24	
	Air Conditioners	1465.10		19,409.20	19,409.20	19,409.20	19,409.20	
	Kitchen Cabinets & Countertops	1465.10		3,696.99	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 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 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	82,221.45	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	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 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	3,911.98	3,911.98	3,911.98	2009
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	646,001.95	195,584.63	195,584.63	195,584.63	FFA
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	132,724.35	132,724.35	132,724.35	
AMP 1								
C. Mosby	Vacancy Reduction	1460.00	1 LS	142,500.00	200,256.44	200,256.44	200,256.44	
AMP 2				-				
G. Park	Flooring	1460.00	1 LS	-	-	-		FFA
AMP 4	Vacancy Reduction	1460.00	1LS	45,000.00	31,831.20	31,831.20	31,831.20	FFA
	Bathroom Renovation	1460.00	1 LS	-	-			FFA
Delaney 7	Vacancy Reduction	1460.00	1 LS	589,582.46	714,284.17	714,284.17	714,284.17	2005
D Miller 10	Vacancy Reduction II	1460.00	92 Units		875,494.64	875,494.64	875,494.64	ARRA & 2009

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	473,833.20
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	144,921.45	144,921.45	144,921.45	144,921.45
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	2,960,555.92	2,960,555.92	2,960,555.92	2,960,555.92
11	1465.1 Dwelling Equipment - Nonexpendable	211,356.43	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	$ 4,738,332.00
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

@ 9/30/11

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

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 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
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 Reseal/Repair	206,000.00	HA-Wide	Asphalt Reseal/Repair	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	$ -			$ -

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

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.

Gary Housing Authority
FY2012 Public Housing
Waiting List Total

Waiting List Total	838	%
Extremely low income <=30% AMI	1,166	93%
Very low income (>30% but <=50% AMI)	75	6%
Low income (>50% but < 80% AMI)	11	1%
Families with children	773	62%
Elderly Families	72	6%
Families with Disabilities	36	3%
Race/ethnicity (African American)	1,187	95%
Race/ethnicity (Hisp.)	14	1%
Race/ethnicity (Asi.)	2	0%
Race/ethnicity (Caucasian)	29	2%
Bedrooms		
1BR	462	37%
2BR	408	33%
3BR	288	23%
4BR	67	5%
5BR	27	2%
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.

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	**9,542**		N/A
Extremely low income <=30% AMI	**8,302**	87%	
Very low income (>30% but <=50% AMI)	**1,145**	12%	
Low income (>50% but <80% AMI)	**95**	1%	
Families with children	N/A		
Elderly families	370	4%	
Families with Disabilities	1,622	17%	
Race/ethnicity (African American)	9,160	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			

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

Public reporting and recordkeeping burden for the collection of information is estimated to average 13.74 hours for Parts A and B of the Memorandum of Agreement depending on the size of Public Housing Agency (PHA). In order for HUD to monitor the progress of a troubled PHA, they are required to submit periodic MOA performance progress reports. This information is required to obtain benefits. No assurance of confidentiality is needed. This includes the time for collecting, reviewing, and reporting the data. The information will be used for monitoring PHA progress in bringing performance up to standard levels. Response to this request for information is required in order to receive the benefits to be derived, including eligibility to apply for funding. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

September 2011

PHA Name: Gary Housing Authority **PHA FYE: March 31st** **MOA Term: April 1, 2011 – September 30, 2011**

Operational Area: **1. GOVERNANCE**

Targets and Strategies	Baseline as of: 3/31/2011	Final Performance Target	Estimated Completion Date	Comments per Staff
1.1Monthly Reviews of MOA report performed by the Board with all relative comments submitted to HUD along with the monthly report. Each monthly report must include at a minimum:	**Board not fully aware of critical conditions at GHA**	**Board provided with current and accurate information**	**Immediate and ongoing Alfreda Peterson, GHA**	
A. Monthly and year to date Budget Variances by AMP and COCC.				**(See Financials)**
B. Occupancy percentage by AMP				**(See Attachment).**
C. Status of long-term vacancy reduction by AMP				(See Attachment).
D. Unrestricted Reserves by amp and COCC				**The Gary Housing Authority has no unrestricted Reserves in the amps or the COCC.**
E. Status of HCV Utilization, NRA and URA				**(See Financial Attachments)**

Balances				
F. Status of ARRA expenditures				GHA has closed-out ARRA $5,874,358.00 for the period ended 6-30-2011 of 100% of the total allocation.
G. Unit turn-around time by amp, broken out by down time, make ready time and lease-up time.				**(See Attachment)**
H. Contract deliverable status reports for each active contract.				Contracting and Procurement Department has created an instrument to record contract activity. **(The Attachment will be submitted monthly)**

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

N/A - Strategies and goals for this operational area are included in other parts of the MOA

Operational Area: **3. FINANCE AND PROCUREMENT**

Targets and Strategies	Baseline as of: 3/31/2011	Final Performance Target	Estimated Completion Date	Comments per Staff
3.1 Increase Cash Flow				
A. Prepare and follow project and COCC budgets that reflect zero or positive cash flow.	Budgets for FYE 3/31/11	Budgets for FYE 3/31/12 with zero or positive cash flow	**4/30/2011**	The Finance Department has completed the **revised** budgets for the amps for FY (2012. **(See Attachment)**
1) COCC budgeted cash flow	-564,452 ann -47,038 mthly			
2) Amp 1 budgeted cash flow	-38,527 ann -3,211 mthly			
3) Amp 2 budgeted cash flow	-15,007 ann -1,251 mthly			
4) Amp 3 budgeted cash flow	-176,081 ann -14,673 mthly			

5) Amp 4 budgeted cash flow	49,231 ann 4,103 mthly			
6) Amp 5 budgeted cash flow	22,235 ann 1,853 mthly			
7) Amp 6 budgeted cash flow	311,619 ann 25,968 mthly			
8) Amp 7 budgeted cash flow	-99,582 ann -8,298 mthly			
9) Amp 8 budgeted cash flow	-76,992 ann -6,416 mthly			
10) Amp 9 budgeted cash flow	61,178 ann 5,098 mthly			
11) Amp 10 budgeted cash flow	-339,382 ann -28,282 mthly			
12) Amp 11 budgeted cash flow	-36,000 ann -3,000 mthly			
13) Amp 12 budgeted cash flow	-18,000 ann -1,500 mthly			
B. Create monthly financial statements for each AMP and the COCC from Yardi, free from prior period errors, to compare actual expenses and income to budgets.	Yardi conversion not complete, delayed & inaccurate statements	Yardi conversion 100% complete, Timely & Accurate Monthly statements	**6/30/2011**	**The Finance Department has submitted the financials for the month of September. (See Attachments)**
C. Provide the process of how GHA will utilize budget analysis in comparison to actual monthly financial statements to improve cash flow, and what variations will trigger GHA to implement budget revisions.	GHA does not take action to correct budget variations	Proactively address budget variations	**4/30/2011**	**The agency will be meeting with the contractor to discuss variations.**
D. Repay Amps incorrectly charged management fees.	Management Fees paid to COCC & Woodlawn for ineligible units	Verify repayments	**6/30/2011**	We continue to work on the computation for repaying AMP's that were incorrectly charged management fees.
E. Report monthly the Quick Ratios scores for each AMP.	FYE 3/31/10 Unaudited	At minimum QR = 1.0	**9/30/2011**	The Finance Department has submitted the ratios for the month of September. **(See Attachment)**

1) Amp 1 Quick Ratio	0.47			
2) Amp 2 Quick Ratio	0.15			
3) Amp 3 Quick Ratio	3.45			
4) Amp 4 Quick Ratio	0.44			
5) Amp 5 Quick Ratio	0.40			
6) Amp 7 Quick Ratio	2.75			
7) Amp 8 Quick Ratio	7.37			
8) Amp 9 Quick Ratio	1.23			
9) Amp 10 Quick Ratio	0.37			
10) Amp 11 Quick Ratio	0.00			
11) Amp 12 Quick Ratio	0.00			
F. Report monthly the MENAR scores for each AMP.	FYE 3/31/10 Unaudited	At minimum MENAR = 1.0	**9/30/2011**	The Finance Department has submitted the ratios for the month of September. **(See Attachment)**
1) Amp 1 MENAR	-3.93			
2) Amp 2 MENAR	-3.50			
3) Amp 3 MENAR	5.16			
4) Amp 4 MENAR	-1.47			
5) Amp 5 MENAR	-3.23			
6) Amp 7 MENAR	4.63			
7) Amp 8 MENAR	21.59			
8) Amp 9 MENAR	1.13			
9) Amp 10 MENAR	-3.53			
10) Amp 11 MENAR	-11.86			
11) Amp 12 MENAR	0.44			

Targets and Strategies	Baseline as of: 3/31/2010	Final Performance Target	Estimated Completion Date	Comments per Staff
4.1 Implement Asset Management				
A. Coordinate oversight of GHA contractors (e.g. Woodlawn, Vacancy reduction contractors, McCormick Baron and CVR)	Poor contractor oversight	Fees paid only when contractors meet contract obligations. Monthly reporting of contractor performance	**5/31/2011**	**Attached is the Monthly Site Visit Procedure and Site Visit checklist. (Note previously reviewed by Ms. Carolyn Cain)**
B. Separately identify the responsibilities of the Asset Manager and the HOPE VI Coordinator in their Oversight of: Contractors, Contracts, Budgets, Approval of Payments, Review of Monthly AMP Reports, and the coordination with other GHA Administrative Departments.	New Asset Manager, Oversight of Property and Contract Management is weak	Provide detailed job descriptions and responsibilities	**4/30/2011**	**Job Descriptions for the Asset Manager and Program Specialist (HOPE VI Coordinator) are attached for review.**
C. Identify how GHA will evaluate the progress the asset managers make in GHA's implementation of Asset Management.	No basis for evaluating Asset Management progress	Performance and review standards for the Asset Manager and the HOPE VI Coordinator	**4/30/2011**	The contractor has created an instrument that evaluates the Asset Managers in relation to the PHAS indicators. **(See Attachment)**
D. Complete new procurement action for property manager prior to expiration of current contract.				**Gary Housing Authority assumed the responsibility of Property Management and Maintenance Staff on August 29, 2011.**
E. Review/restructure organization and staffing of COCC to align with Asset management model to	Not following the	Conversion to Asset	**6/30/2011**	**The Executive Staff have been assigned to monitor individual**

ensure effective and efficient management.	Asset Management Model per Nan McKay report	Management Model per Nan McKay recommendations		**AMP's daily.**
F. Conduct cost/benefit analysis of existing phone system and replacing with individual phone lines per project.	Relatively high costs	Initiate cost savings	**7/31/2011**	**The agency is in the process of procuring a phone audit for the entire agency.**
G. Conduct cost/benefit analysis and need of existing security personnel and security systems in coordination with the property manager.	Relatively high costs	Initiate cost savings	**7/31/2011**	**A cost analysis has been completed (The attachment was submitted with the April MOA).**
4.2 Reduce vacancy rate (overall)	**31.57%**	**21.17%**	**9/30/2011**	**(See Attachment)**
Amp 1 vacancy rate	10.0%	6.43%	9/30/2011	
Amp 2 vacancy rate	4.93%	2.82%	9/30/2011	
Amp 3 vacancy rate	18.64%	10.45%	9/30/2011	
Amp 4 vacancy rate	3.91%	2.34%	9/30/2011	
Amp 5 vacancy rate	19.53%	13.61%	9/30/2011	
Amp 7 vacancy rate	37.72%	33.27%	9/30/2011	
Amp 8 vacancy rate	53.85%	30.77%	9/30/2011	
Amp 9 vacancy rate	55.48%	42.58%	9/30/2011	
Amp 10 vacancy rate	48.85%	20.61%	9/30/2011	
Amp 11 vacancy rate	60.87%	50.00%	9/30/2011	
Amp 12 vacancy rate	29.79%	19.15%	9/30/2011	
A. Each month submit a "Vacant Unit Details" report identifying vacant units. A report format will be provided by HUD.	**622 Vacant units**	**417 Vacant units**	**9/30/2011**	**(See Attachment)**
B. Ensure 50058 reporting is accurate and up to date; correctly identifies the unit status that matches the "Vacant Unit Details" report in PIC and the Voucher Management System (VMS).	PH – 96.9% Voucher - 100.7% Mod Rehab – 83.02%	PH -100% Voucher – 100% Mod Rehab – 100%	6/30/2011	The MIS Coordinator has created an instrument that records the percentages for Public Housing and Section 8 **(See attachment)**
4.3 Reduce unit turn-around time (down time, make ready time and lease-up time). Each month submit log showing move-in and move out dates, and any milestone dates in between that you track. Similar to the file you have been submitting titled "VacantUnitTurnaround.xls."	**Turnaround time for vacant units is outside**	**Turnaround time 49 days or less (do not use LT**	**9/30/2011**	**. (See Attachment)**

But please add Amps 11 and 12. We will respond with computed fiscal year to date values as shown here.	**industry standards**	**vacancy in this calculation**		
Amp 1 unit turn-around time	168 (28, 118, 21)	49 (2, 40, 7)	9/30/11	
Amp 2 unit turn-around time	125 (34, 59, 32)	49 (2, 40, 7)	9/30/11	
Amp 3 unit turn-around time	93 (0, 93, 0)	49 (2, 40, 7)	9/30/11	
Amp 4 unit turn-around time	160 (0, 160, 0)	49 (2, 40, 7)	9/30/11	
Amp 5 unit turn-around time	254 (86, 165, 3)	49 (2, 40, 7)	9/30/11	
Amp 7 unit turn-around time	264 (39, 221, 4)	49 (2, 40, 7)	9/30/11	
Amp 8 unit turn-around time	No move-ins	49 (2, 40, 7)	9/30/11	
Amp 9 unit turn-around time	211 (0, 211, 0)	49 (2, 40, 7)	9/30/11	
Amp 10 unit turn-around time	409 (133, 218, 58)	49 (2, 40, 7)	9/30/11	
Amp 11 unit turn-around time	904 (3, 892, 9)	49 (2, 40, 7)	9/30/11	
Amp 12 unit turn-around time	614(43, 564, 7)	49 (2, 40, 7)	9/30/11	
4.4 Review and Update Policies and Procedures	**Policies are not updated to reflect recent HUD guidance.**	**Updated policies and procedures with Board review and approval.**	**September 2011**	
A. Review PH policies and procedures to ensure compliance with current HUD regulation and requirements, i.e. Admissions and Continued Occupancy Policy (ACOP)				Policies have been revised and are awaiting Board of Directors approval.

and implementing procedures.				
1. Provide updated procedures to HUD with progress reports, and when required, Board approval.				Staff have been working with Ms. Carolyn Cain throughout the process.
2. Ensure Asset Managers are trained on the new policy and implementing procedures.				Weekly meetings are held with the Asset Managers. Training of the policies and procedures will began after the approval of Board of Approvals.

Targets and Strategies	Baseline as of:	Final Performance Target	Estimated Completion Date	Comments per Staff
5.1 Improve Physical Condition scores for failing AMPS.				
AMP 1 Physical condition score	**11.7**	**18**	**9/30/2011**	**The current REAC score is 23.3.**
AMP 2 Physical condition score	**17.5**	**18**	**9/30/2011**	**The current REAC score is 23.3.**
AMP 3 Physical condition score	**15.6**	**18**	**9/30/2011**	**The current REAC score is 23.0.**
AMP 5 Physical condition score	**16.4**	**18**	**9/30/2011**	**The current REAC score is 22.3.**
AMP 7 Physical condition score	**17.5**	**18**	**9/30/2011**	**The current REAC score is 20.9**
A. Analyze the most recent REAC Physical Condition inspection report to identify widespread deficiencies.			**4/30/2011**	**Asset Managers are currently analyzing the most recent physical inspection report.**
B. Develop and implement a plan to correct identified deficiencies.			**4/30/2011**	**Upon completion of the analysis of the most recent physical inspection report, a plan will be created and implemented.**
C. Report progress to Board/HUD.			**monthly**	
5.2 **Improve Maintenance operations.**				
A. Develop a plan to address making viable units market ready. Include repairs and upgrades needed to meet current market standards.			**4/30/2011**	**Gary Housing Authority is in the process of procuring a contractor to complete a scope of work for 144 units in various amps. See Attached.**

Operational Area: **6. RESIDENT SERVICES AND INITIATIVES**

N/A - Strategies and goals for this operational area are not required for this MOA

Operational Area: **7. CAPITAL FUNDS**

Targets and Strategies	Baseline as of:	Final Performance Target	Estimated Completion Date	Comments per Staff
7.1 Improve the physical condition and long-term viability of the developments				
A. Develop an action plan to reduce long-term vacancies at each AMP	**Ave 1,023 days in vacancy status**	**20% overall reduction in the average days in vacancy**	**9/30/2011**	**. (See Attachment)**
AMP 1 average days units are in vacant status	**438 days**			
AMP 2 average days units are in vacant status	**270 days**			
AMP 3 average days units are in vacant status	**915 days**			
AMP 4 average days units are in vacant status	**268 days**			
AMP 5 average days units are in vacant status	**1,246 days**			
AMP 7 average days units are in vacant status	**1,219 days**			
AMP 8 average days units are in vacant status	**849 days**			
AMP 9 average days units are in vacant status	**1,390 days**			
AMP 10 average days units are in vacant status	**638 days**			
AMP 11 average days units are in vacant status	**1,558 days**			
AMP 12 average days units are in vacant status	**1,367 days**			
B. Develop an action plan identifying each long-term vacant unit and the corrective action required to bring the unit to occupancy.				**(See Attachment)**
C. Submit a monthly report on the status of all long-term vacancies to HUD and the Board. The report must show all units on the baseline; date work is begin; status of work; date work ended (unit ready				**(See Attachment)**

for occupancy).				
7.2 Obligate 2009 CFP. Part of this grant is being used for vacancy reduction. The budget shows 50 vacant units in 3 Amps slated for rehabilitation. Attempt to achieve steady progress toward this goal by obligating funds in furtherance of the budget. Each month report the amount obligated on this grant until the final performance target is reached. The final performance target here has been set at an amount that will have you meeting the full obligation target a month before its LOCCS deadline.	$3,242,022	$4,154,922	7/31/11	The cumulative GHA obligated Funds for the 2009 Capital Grant Program is $4,294,780.02. The balance to be obligated is $321,799.98. A Construction Management Firm will oversee the Vacancy Reduction Phase III. An assessment has been completed on 182 vacant units in Amp7,9, and 10..
7.3 Obligate 2010 CFP. Most of this grant is being used for vacancy reduction. The budget shows 80 vacant units in Delaney East & West slated for rehabilitation. Attempt to achieve steady progress toward this goal by obligating funds in furtherance of the budget. The first step will be getting the A/E under contract. Each month report the amount obligated on this grant until the final performance target is reached. The final performance target here has been set at an amount that will have you on pace to meet the full obligation target a month before its LOCCS deadline.	$1,380,317	$2,600,000	9/30/11	The cumulative GHA obligated Funds for the 2010 Capital Grant Program is **$1,380,317.00**. The balance to be obligated is $3,220,739.00 that will be used for projects under Vacancy Reduction Phase III. An A&E Firm has been obligated under the 2009 Grant.

Operational Area: **8. SECURITY**

N/A - Strategies and goals for this operational area are not required for this MOA

Operational Area: **9. MANAGEMENT INFORMATION SYSTEMS**

N/A - Strategies and goals for this operational area are not required for this MOA

Continuation of Operational Area: **10. HOUSING CHOICE VOUCHER PROGRAM**

Targets and Strategies	Baseline as of:	Final Performance Target	Estimated Completion Date	Comments per Staff
10.1 Internal Controls A. Continue to implement Quality Control procedures for Voucher Management System (VMS) data, leasing and spending projections, contract oversight (CVR). Provide documentation to the HUD Field Office to support GHA's completion and implementation of these procedures. 1. Continue monthly meetings to review VMS data and leasing and spending projections GHA should maintain minutes of these meetings and provide copies to HUD with each progress report. 2. Continue to provide monthly leasing reports to HUD by the 25th of each month. The reports should indicate whether GHA adjusted the leasing plan. An updated leasing projection worksheet should be included to show adjustments. 3. Develop procedures to evaluate contractor (CVR, Inc.) performance. Provide documentation of contract oversight. 4. Review current accounting procedures and establish controls to ensure HAP reserve funds are used	**No written controls for HCVP; NRA funds expended for ineligible uses; meetings currently among HCV staff to discuss leasing and VMS data**	**Written HCVP quality control procedures. Consistent reporting of HCV leasing and financial data to the Board. NRA funds used in accordance with HUD regulations.**	**September 2011**	**1. See Attachment for VMS meetings.** **2. See Attachment for Leasing Report.** **3. A revised draft of the evaluation tool is attached with added citations.** **4. See Attachment.** **5. See Attachment**

for eligible purposes. Provide documentation of the review and changes to HUD Field Office. 5. Complete SEMAP certification timely and ensure quality control is performed prior to electronic submission.			**May 2011**	
10.2 Review and Update Policies and Procedures A. Review HCV policies and procedures to ensure compliance with current HUD regulation and requirements, i.e. HCV Administrative Plan, Quality control procedures. 1. Provide updated procedures to HUD with progress reports, and when required, Board approval.	**Policies are not updated to reflect recent HUD guidance.**	**Updated policies and procedures with Board review and approval.**	**September 2011**	**Procedures was sent with the April MOA.**
10.3 Repay and Monitor Reserve Funds A. Implement requirements per the Quality Assurance Division (QAD) report dated 12/28/10. 1. Transfer funds to the Net Restricted Assets (NRA) as requested as follows: $200,000 from Mod Rehab $367,366 from Administrative Fee Reserve 2. Copy the HUD Field Office on any documentation provided to QAD regarding these transfers. B. Review NRA balances to ensure proper accounting for repayments per Office of Inspector General (OIG) audit finding 2005-CH-1010-3A. 1. Provide updates at each meeting to the Board of Commissioners on the repayment status. 2. Copy HUD Field Office on GHA implementation of QAD recommendations for reporting and recording the long term receivable.	**NRA funds used for ineligible purposes remain unpaid to the HAP account.**	**Repayment of $567,366 to HAP reserve fund. Payments on long term receivable accounted for correctly. Consistent reporting of HAP repayment status to the Board.**	**Feb 2011** **September 2011**	**A. See Attachment for documentation of transfer.** **B. See Attachment for documentation of repayment for audit finding.**

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___ Annual PHA Plan for the PHA fiscal year beginning _2012_, 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 — PHA Name

IN001 — PHA Number/HA Code

____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

_X_ Annual PHA Plan for Fiscal Years 20_12_ - 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: 12-5-11

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

Gary 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	**Date**
X Michael A Brown	12/5/2011

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

OMB Approval No. 2577-0157 (Exp. 3/31/201

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 Funds

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	12/5/2011

Previous edition is obsolete

ATTACHMENT G
11.0 [d] PHA Plan Element:
Form SF-LLL,
Disclosure of Lobbying
Activities

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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:
[a] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[c] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[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:

N/A

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 Assistance, Hope VI, Capital Fund,

CFDA Number, *if applicable*: 14.871,14.850,1
14.866,14.872

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*):

N/A

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

N/A

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: 12/5/11

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 D

RESIDENT ADVISORY BOARD MEMBERS

Name	Public Housing Representative
Ms. Yvonne Johnson, Interim President	Al Thomas High Rise
N/A	Carolyn Mosby High Rise
Billie Morris	Genesis Towers Elderly Living
Squire Dixon	Glen Park High Rise
N/A	Colonial Manor
N/A	Delaney
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

ATTACHMENT G
11.0 [g] PHA Plan Element:
Challenged Elements

There are no
Challenged Elements
At this Time.

There are no
Challenged Elements
At this Time.

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:	IN36P011501-07	2007
	Replacement Housing Factor Grant No:		

☐ 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	473,833.20
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	144,921.45	144,921.45	144,921.45	144,921.45
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	2,960,555.92	2,960,555.92	2,960,555.92	2,960,555.92
11	1465.1 Dwelling Equipment - Nonexpendable	211,356.43	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	$ 4,738,332.00
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs		-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

@ 9/30/11

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 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	3,911.98	3,911.98	3,911.98	2009
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	646,001.95	195,584.63	195,584.63	195,584.63	FFA
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	132,724.35	132,724.35	132,724.35	
AMP 1								
C. Mosby	Vacancy Reduction	1460.00	1 LS	142,500.00	200,256.44	200,256.44	200,256.44	
AMP 2				-				
G. Park	Flooring	1460.00	1 LS	-	-	-		FFA
AMP 4	Vacancy Reduction	1460.00	1LS	45,000.00	31,831.20	31,831.20	31,831.20	FFA
	Bathroom Renovation	1460.00	1 LS	-	-			FFA
Delaney 7	Vacancy Reduction	1460.00	1 LS	589,582.46	714,284.17	714,284.17	714,284.17	2005
D Miller 10	Vacancy Reduction II	1460.00	92 Units		875,494.64	875,494.64	875,494.64	ARRA & 2009

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 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	82,221.45	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	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 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	473,833.20	
	Telephone Expense	1410.00	1 LS	-	-	-		FFA
	Publication &Sundry Expense	1410.00	1 LS	-	-	-		FFA
	Ranges & Refrigerators& Water Heaters	1465.10		188,250.24	188,250.24	188,250.24	188,250.24	
	Air Conditioners	1465.10		19,409.20	19,409.20	19,409.20	19,409.20	
	Kitchen Cabinets & Countertops	1465.10		3,696.99	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 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:	IN36P011501-07	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		9/3/2009	9/12/2011		3/4/2011	
Glen Park AMP 4	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Colonial Gardens AMP 9	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Carolyn Mosby AMP 2	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Miller Heights AMP 10	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Genesis Tower AMP 1	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Al Thomas AMP 3	9/12/2009		9/3/2009	9/12/2011		3/4/2011	
Delaney AMP 7	9/12/2009		9/3/2009	9/12/2011		3/4/2011	

Alfreda Peterson
Name

11-8-11
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	14,750.00	14,750.00
6	1415 Liquidated Damages	0.00	0.0		
7	1430 Fees and Costs	206,000.00	455,306.85	455,306.85	405,256.43
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	2,522,392.24
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	4,635,567.00	4,334,643.67
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				

@ 9/30/11

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	AMP Operations
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	14,750.00	14,750.00	MRG
HA-Wide Fees and Costs	A&E Services	1430	1 LS	206,000.00	250,000.00	250,000.00	253,486.43	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 Vacancy Reduction I	1460	1LS		129,332.94	129,332.94	129,332.94	Group 1
AMP #005								
Concord Village	Vacancy Reduction Program	1460	1 LS	0.00	1,436,898.11	1,436,898.11	1,436,898.11	Precision
IN 11-08,15 & 19								
Ivanhoe/ AMP 6	Exterior Doors	1460	1 LS	21,000.00	0.00			
Delaney AMP 7	Vacancy Reduction Program	1460	1 LS		120,143.20	120,143.20	120,143.20	Brdwy/
								Concept
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	871,540.90	871,540.90	800,667.99	Group 1

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

11-8-11
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: 2 (9/22/11)
☐ 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]	923,316.00	923,316.00	923,316.00	923,316.00
3	1408 Management Improvements	301,627.20	364,838.52	364,838.52	199,790.38
4	1410 Administration (may not exceed 10% of line 21)	461,658.00	461,658.00	461,658.00	461,658.00
5	1411 Audit	100,000.00	100,000.00	80,000.00	
6	1415 Liquidated Damages				
7	1430 Fees and Costs	272,000.00	488,780.00	488,780.00	99,719.50
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,457,978.80	2,019,714.98	1,741,704.58	858,946.81
11	1465.1 Dwelling Equipment—Nonexpendable	100,000.00	218,272.50	218,272.50	46,816.18
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	0.0	40,000.00	16,210.42	
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.

@ 9/30/11

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: 2)**

☐ **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)	4,616,580.00	4,616,580.00	4,294,780.02	2,590,246.87
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** 11-9-11

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	923,316.00	923,316.00	923,316.00	923,316.00	Operations
GHA - WIDE	Management Improvement-Vac. Reduction Security	1408		301,627.20	239,838.52	239,838.52	199,790.38	Security -VR+
	Computers - Software & Hardware	1408			125,000.00	125,000.00		Computers
COCC	Administration	1410	1 Center	461,658.00	461,658.00	461,658.00	461,658.00	Mang. Fee
GHA - WIDE	Audit	1411	2 EA	100,000.00	100,000.00	80,000.00		2 Audits
GHA - WIDE	Fees and Cost	1430	1 Proj.		206,930.00	206,930.00		J. Childs
GHA - WIDE	Fees and Cost	1430	1 EA	272,000.00	250,000.00	250,000.00	83,619.50	Globetrotter
	Fees and Cost	1430	1 EA		31,850.00	31,850.00	16,100.00	Habitat
GHA- WIDE	Dwelling Structures - Vac. Reduction	1460	AMP 10+	2,191,891.45	1,678,628.20	1,400,617.80	592,859.46	Vac. Reduct.
	Exterior Renovation - Project	1460	3 AMPS	266,087.35	266,087.35	266,087.35	266,087.35	Ext. Renov. 05
AMP 8 - Hm Ownrsh	Dwelling Structures - Vac. Reduction	1460	2 Units		74,999.43	74,999.43		V.Reduc/Amp8
GHA - WIDE	Dwelling Equipment - Nonexpendable	1465	1 Each; various	100,000.00	218,272.50	218,272.50	46,816.18	PA Sys.; Pump, Equipment
GHA - WIDE	Non-Dwelling Equipment	1475	1 LS	0.00	40,000.00	16,210.42		Delaney-Lights

[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.

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		
AMP 8- Homeownership	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: 5 (04/26/11)
☐ 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	587,435.80
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	445,407.00	445,407.00	445,407.00	445,407.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	3,483,394.36	3,483,030.36	3,483,030.36	3,483,030.36
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	1,358,120.84	1,358,484.84	1,358,484.84	1,358,484.84
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.

@ 9/30/11

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:** 5 (04/26/11))

☐ **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	5,874,358.00
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** 11-8-11

Signature of Public Housing Director **Date**

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

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

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

Part 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	450,000.00 137,435.80	NKA Mang.Fee
HA - Wide	A&E and Construction Manager	1430	1 ea	445,407.00	445,407.00	150,745.00 294,662.00	150,745.00 294,662.00	Globetrotter Habitat
Dorie Miller, East Point - AMP 10	Vacancy Reduction	1460	92 units	3,483,394.36	3,483,030.36	3,483,030.36	3,483,030.36	GARIUP
HA- Wide Dwelling Structures	Roofing Repair/Replacement	1460	1LS	0.0	0.00			2006 &2008
Ivanhoe - AMP 6	Demolition	1485	316 units/Office	1,358,120.84	1,358,484.84	1,358,484.84	1,358,484.84	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	3/04/2010	3/17/2012	6/28/2011	
Dorie Miller- AMP 10	3/17/2010	3/04/2010	3/17/2012	6/28/2011	
East Point - AMP 10	3/17/2010	3/04/2010	3/17/2012	6/28/2011	
Ivanhoe - AMP 6	3/17/2010	3/04/2010	3/17/2012	6/28/2011	

[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	766,842.50
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	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]				

[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.

@ 9/30/11

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	1,226,948.50
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**
Alfreda Peterson	11-8-11		

[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	766,842.50	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	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: 1NP011501-10 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.

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: IN36P011501-11 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2011 FFY of Grant Approval: 2011

Type of Grant
☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no: (08/02/2011)
☐ 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]	759,757.40		759,757.40	
3	1408 Management Improvements	379,878.70			
4	1410 Administration (may not exceed 10% of line 21)	379,878.70		379,878.70	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,000,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	279,272.20			
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]				

[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.

@ 9/30/11

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: IN36P011501-11 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2011** **FFY of Grant Approval: 2011**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no: (08/02/2011)**

☐ **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)	3,798,787.00		1,139,636.10	
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** 11-8-11

Signature of Public Housing Director **Date**

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

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

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

Part II: Supporting Pages

PHA Name: The Housing Authority of The City of Gary, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-11 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2011**

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	759,757.40		759,757.40		
GHA - WIDE	Staff Training; Software Upgrades	1408		379,878.70				
COCC	Administration	1410	1 Center	379,878.70		379,878.70		
AMP 09	Vacant Unit Renovations	1460	25 units	1,000,000.00				
AMP 10	Vacant Unit Renovations	1460	25 units	1,000,000.00				
GHA - WIDE	Appliances	1465	1 LS	279,272.20				

[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, IN	**Grant Type and Number** Capital Fund Program Grant No: IN36P011501-11 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2011**

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, IN

Federal FFY of Grant: 2011

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	08/02/2013		08/02/2015		
COCC	08/02/2013		08/02/2015		
AMP 09	08/02/2013		08/02/2015		
AMP 10	08/02/2013		08/02/2015		

[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

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

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 Repal/Replmt	206,000.00	HA-Wide	Asphalt Repal/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	Outside Sidewalks	$169,345.10	HA-Wide	Outside Sidewalks	$174,425.45
HA-Wide	Roof Repair/Replacemt	$109,272.70	HA-Wide	Roof Repair/Replacemt	$112,550.88
HA-Wide	Asphalt Repair/Resurf	$218,154.40	HA-Wide	Asphalt Repair/Resurf	$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	$ -			$ -

Capital Improvement Program Five Year Action Plan

Part II: Supporting Pages - Work Activities

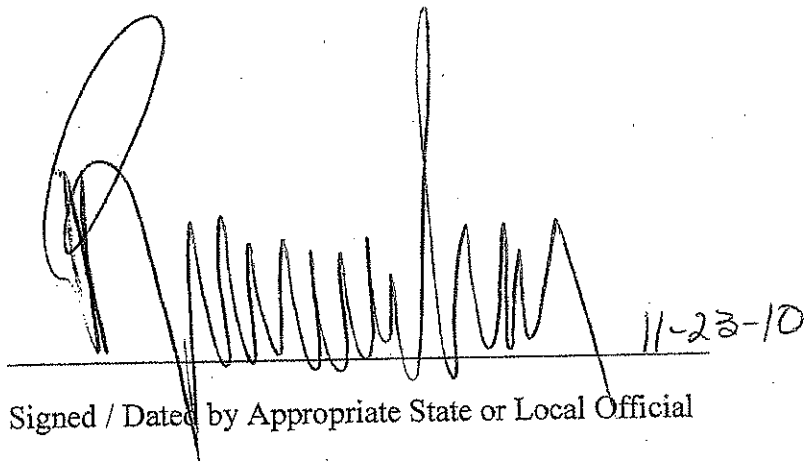
Work Activities	Estimated Cost	Planning	Design	Land Acquisition	Construction	Equipment

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.

PHA 2010 ACOP

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)

GHA 2010 ACOP

☐ 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.

PHA 2010 ACOP

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.

Housing Authority of the
City of Gary, Indiana

578 Broadway – Second Floor
Gary, Indiana 46402
219-883-0387 (Office) 219-882-9110 (TTY Line)
219-881-6414 (Fax)

WWW.Garyhousingauthority.org

REASONABLE ACCOMMODATION POLICY & PROCEDURES

Providing Safe, Decent, Sanitary Housing Since 1938

Last Revised October 20, 2011

Gary Housing Authority

RESOLUTION NUMBER: 2011-2033

APPROVAL TO ADOPT AND EXECUTE THE REASONABLE ACCOMMODATION POLICY AND PROCEDURES

WHEREAS, the Housing Authority of the City of Gary, Indiana ("GHA") has adopted the Reasonable Accommodation Policy and Procedures in accordance with HUD/FHEO Guidelines; 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 acceptance of The Reasonable Accommodation Policy and Procedures.

Approved and adopted this _____ day of October 2011.

Michael A. Brown

Michael A. Brown, Chairperson

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

Alfreda Peterson

Alfreda Peterson, Secretary-Treasurer

POLICY STATEMENT

The Housing Authority of the City of Gary, Indiana referred to as GHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of GHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as accessible feature or modification to a GHA program or facility, GHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, GHA will make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

GHA will post a copy of this Reasonable Accommodation Policy and Procedures in the Central Administrative Office located at 578 Broadway, Gary, Indiana 46402 and the Property Management Offices of each public housing development site. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from GHA's Property Manager.

LEGAL AUTHORITY

GHA is subject to Federal civil laws and regulation. This Reasonable Accommodation Policy is based on the following statutes or regulations.
Section 504 of the Rehabilitation Act of 1973 (Section 504)[1]; Title II of the Americans with Disabilities Act of 1990 (ADA)[2]; the Fair Housing Act or 1968, as amended (Fair Housing Act)[3]; the Architectural Barriers Act of 1968[4], and the respective implementing regulations of each Act.

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[1] 29 U.S.C. § 794; C.F.R. Part 8.

[2] 42 U.S.C. §§ 12101 et.seq.

[3] 42 U.S.C. §§3601-20; 24 C.F.R. Part 100

[4] 42 U.S.C. §§4151-4157

MONITORING AND ENFORCEMENT

GHA Housing Managers will serve as the agency Section 504/ADA Coordinator and will be responsible for monitoring GHA's compliance with this Policy. Individuals who have questions regarding this Policy, its interpretation or implementation should contact GHA's Section 504/ADA Coordinator in writing, by telephone, or by appointment, as follows:

Family Development Sites, Gary, Indiana

Patricia Brown: Dorie Miller /East Point/Miller Heights, 1722 East 21st Ave., 219-881-6452

Gurtha Thornton: Delaney Community, 2234 Attucks Place, 219-882-2912

Janis Stephens, Concord Village, 5001 West 19th Ave., 219-949-1213

Charline Randall, Colonial Gardens, 4935 Tennessee St., 219-884-2424

Kia Clinton, Broadway Jefferson Manor, 100 West 11th Ave., 219-882-6000

Senior Citizens High-Rise Sites, Gary, Indiana

Kia Clinton, Al Thomas High-Rise, 100 West 11th Ave., 219-882-6000, **Ages 55 & Up**

Sharon Hutton, Carolyn B. Mosby High-Rise, 650 Jackson Street, 219-882-0300, **Ages 50 & Up**

Darlene Fleming, Glen Park High-Rise, 3280 Pierce Street, 219-981-2833, **Ages 55 & Up**

Debra Hyatt, Genesis Towers, 578 Broadway, 219-881-6412, **Ages 62 & Up**

STAFF TRAINING

The Section 504/ADA Coordinator will ensure that all appropriate GHA staff receive annual training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

REASONABLE ACCOMMODATION

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of GHA. The individual, PHA staff or any person identified by the individual, must reduce all requests to writing.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request or a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

APPLICATION OF REASONABLE ACCOMMODATION POLICY

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs provided by GHA:

a) Applicants of public housing.
b) Applicants of all Housing Choice Voucher and Moderate Rehabilitation Programs.
c) Residents of public housing developments;
d) Participants of the Housing Choice Voucher and Moderate Rehabilitation Programs; and
e) Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by GHA its agents or contractors including all non-housing facilities and common areas owned or operated by GHA.

PERSON WITH A DISABILITY

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

b) 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.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

EXAMPLES OF REASONABLE ACCOMMODATIONS[5]

Examples of reasonable accommodations may include, but are not limited to:

(a) Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;

(b) Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;

(c) Allowing a live-in aid to reside in an appropriately size PHA unit;

(d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;

(e) Transferring a resident to a unit on a lower level or a unit that is completely on one level;

(f) Making documents available in large type, computer disc or Braille;

(g) Providing qualified sign language interpreters for applicants or resident meeting with PHA staff; or at resident meetings;

(h) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;

(i) Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;

(j) Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family; and

(k) As a reasonable accommodation for a family member with disability, approving a request for exception payment standard amounts under the Housing Choice Voucher Program in accordance with 24 C.F.R. §§8.28 and 982.504 (b)(2).

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[5] PHA will also provide, as an attachment to the Reasonable Accommodation Policy, its "Examples of Reasonable Accommodations", approved by the U.S. Department of Housing & Urban Development.

PROCESSING OF REASONABLE ACCOMMODATION REQUESTS

GHA will provide the "Request for Reasonable Accommodation", ("Request Form"), attached hereto, to all applicants, residents or individuals with disabilities who request a reasonable accommodation. The Reasonable Accommodation Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, GHA will ensure that all reasonable accommodation requests will be reduced to writing. If needed as a reasonable accommodation, GHA will assist the individual in completing the Request Form.

(a) GHA will provide all applicants with the Request Form as an attachment to the PHA application. The Request for Reasonable Accommodation Form must be provided in an alternative format, upon request.

(b) Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made in accessible formats. GHA will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.

(c) GHA will provide all residents with the Request Form during the annual re-certification, and upon request. GHA will provide the Request Form in an alternate form, upon request.

(d) Residents seeking accommodation(s) may contact the housing management office, including office of private management companies acting on behalf of GHA, within their housing development or the Administrative Office. In addition, residents may also contact the Section 504/ADA Coordinator's office directly to request the accommodation(s).

(e) Within seven (7) business days of receipt, the housing management office, private management company or Administrative office will forward the resident's reasonable accommodation request(s) to the Office of the Section 504/ADA Coordinator.

(f) Within twenty (20) business days of receipt, the Office of the Section 504/ADA Coordinator, or the resident's regional or management office will respond to the Resident's Request.

(g) If additional information or documentation is required, the Section 504/ADA Coordinator's office will notify the resident, in writing, of the need for the

additional information or documentation. The Section 504/ADA Coordinator's Office will provide the resident with the "Request for Information or Verification Form" ["Request for Information"], a copy of which is attached. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.

(h) Within thirty (30) business days of receipt of the request and, if necessary, all supporting documentation, GHA will provide written notification to the resident of its decision to approve or deny the resident's request(s). Upon request, the written notification will be provided in an alternate format. A copy of the "Letter Denying Request for Reasonable Accommodation(s)" and a "Letter Approving Request for Reasonable Accommodation(s)" are attached.

(i) If GHA approves the accommodation request(s), the resident will be notified of the projected date for the implementation.

(j) If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding GHA's HUD-approved Grievance Procedures.

(k) All recommendations that have been approved by the ADA/504 Coordinator / Housing Manage will be implemented. All request for reasonable accommodation(s) that are approved by the housing manager will promptly be implemented or begin the process of implementation.

VERIFICATION OF REASONABLE ACCOMMODATION REQUEST

GHA may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation Form. In addition, GHA may request that the individual provide suggested reasonable accommodations.

GHA may verify a person's disability only to the extent necessary to ensure that the individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, GHA may not require individuals to disclose confidential medical records in order to verify a disability. In addition, GHA may not require specific details regarding the individual's disability. GHA may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). GHA may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies).

The following may provide verification of a resident's disability and the need for the requested accommodation(s):

(a) Physician;
(b) Licensed health professional;

(c) Professional representing a social service agency; or
(d) Disability agency or clinic.

Upon receipt, if received by additional personnel other than the resident's Property Manager, including private management companies operating on behalf of GHA, personnel will forward the recommendation, including all supporting documentation, to the PHA's Section 504/ADA Coordinator within seven (7) days of receipt.

DENIAL OF REASONABLE ACCOMMODATION REQUEST(S)

Requested accommodations will not be approved if one of the following would occur as a result:

(a) A violation of State and/or federal law;
(b) A fundamental alteration in the nature of the PHA public housing program;
(c) An undue financial and administrative burden on PHA;
(d) A structurally infeasible alteration; or
(e) An alteration requiring the removal or alteration of a load-bearing structural member.

TRANSFER AS REASONABLE ACCOMMODATION

GHA shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized UFAS-compliant unit in that resident's project or an adjacent project, GHA may offer to transfer the resident to the vacant unit in his/her project or adjacent project in lieu of providing structural modifications. However, if that resident rejects the proffered transfer or voucher, GHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

If the resident accepts the transfer, GHA will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, GHA shall assist with a onetime partial-payment to assist with the reasonable moving expenses, including utilities fees and deposits, this determined amount to assist in the resident's move will be at the sole discretion of the Executive Director. Nothing contained in this paragraph is intended to modify the terms of GHA's Tenant and Assignment Plan and any resident's rights thereunder.

HOUSING CHOICE VOUCHER AS REASONABLE ACCOMMODATION

(1) When issuing a voucher as an accommodation, PHA must include a list of current available accessible units known to PHA, upon request. PHA will also provide search assistance. PHA may also partner with a qualified, local disability organization to

assist the resident or applicant with the search for available, accessible housing. *See 24 C.F.R. § 8.28.*

(2) Extensions beyond the maximum term of one hundred eighty (180) days are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.

(3) PHA may, if necessary as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. §§ 8.28 and 982.504(b)(2).

(4) Upon request by an applicant, participant, or their representative, PHA will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to the PHA.

(5) In exceptional cases. PHA may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

SERVICE OR ASSISTANCE ANIMALS

Residents of GHA with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. GHA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of GHA's Pet Policy.

RIGHT TO APPEAL/GRIEVANCE PROCESS

(1) The public housing applicant or resident may file a complaint in accordance with GHA's HUD-approved Grievance Procedure following a formal determination by GHA's ADA/504 Coordinator.

(2) The Housing Choice Voucher and Moderate Rehabilitation Program participant and applicant complainant may file a complaint in accordance with GHA's HUD-approved Grievance Procedure following a formal determination by GHA's ADA/504 Coordinator.

(3) An applicant or resident may, at any time, exercise their right to appeal a PHA decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

Office of Public Housing
Indianapolis Office
151 North Delaware Street, Suite 1200
Indianapolis, IN 46204-2526

Telephone: (317) 226-6303
Facsimile: (317) 226-5594

Gary Housing Authority
FOR REASONABLE ACCOMMODATION

You may utilize this form to request that Gary Housing Authority (GHA) provide a reasonable accommodation to you, or any member of your household who has a disability, so that you or a member of your household may utilize your residence, or any of GHA's facilities, programs, or services.

For purposes of this form, please refer to the attached "Reasonable Accommodation Policy" to determine whether you are a "qualified individual with a disability".

If you would like to request a reasonable accommodation on behalf of yourself or a member of your household, please complete this form. You must date and sign your name at the bottom of this form and return the form to the property manager's office. If you need assistance in understanding whether you or a member of your household is a "qualified individual with a disability" or if you need assistance in completing this form, please contact your local property management office who will serve as GHA's Section 504/ADA Coordinator.

_____ _____

Date of Request Social Security Number

_____ _____

Name of Applicant/Resident/Participant Telephone Number

_____ _____

Address City/State/Zip Code

1. I am requesting the following reasonable accommodation(s): _____

_____

_____

2. I am requesting the reasonable accommodation(s) on behalf of: (name):

_____

3. My reason(s) for requesting this reasonable accommodation: _____

_____

_____

_____

4. A physician, licensed health care professional, professional representing a social service agency, disability agency or clinic may provide verification of your disability.

You may request a physical modification to your current unit or a transfer to a unit that has been previously modified [in your development or another development]. GHA will work with you to determine how to fulfill your reasonable accommodation request. GHA may require documentation to support your reasonable accommodation request(s). Please indicate which option you prefer

_____ I wish to have modifications made to my current unit only.

_____ I would consider moving to a unit that is currently modified, but only within my current development.

_____ I would consider moving to a unit that is currently modified, even in another development.

_____ _____

Signature of Applicant/Resident/Participant Date

Gary Housing Authority
VERIFICATION OF DISABILITY

Name:_____ Date:_____

Address:_____

_____

Dear Resident/Applicant:

You have indicated that you, or a member of your household, need a reasonable accommodation because of a disability in connection with a Gary Housing Authority (GHA) residence, facility, program or service. A physician, licensed health care professional, or a professional representing a social service agency or disability agency or clinic may verify this information.

Please take this letter and the enclosed pre-addressed envelope to your health care provider or other appropriated individual, clinic or agency.

GHA will use this information to evaluate your request for a reasonable accommodation. GHA will keep this information confidential. If you choose not to authorize the release of this information, we may not be able to consider your reasonable accommodation request(s).

MODIFICATION/ACCOMMODATION REQUESTED:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Gary Housing Authority
AUTHORIZATION FOR RELEASE OF INFORMATION

RE: Household member with disability: _____

I hereby authorize the release of information to Gary Housing Authority (GHA) regarding the request for reasonable accommodation described on this form. This release shall constitute a waiver of confidentiality of our relationship, if any.

_____ _____

Name of Family Member/Parent/Legal Guardian [Print] Date

_____

Signature

_____

Relationship to Resident

Gary Housing Authority
RELEASE OF MEDICAL INFORMATION

RE: _____

Please print resident's name

DATE: _____

I hereby authorize **[Insert name of health care provider or other appropriate documenting authority]** to consult with representatives of the Public Housing Authority, in writing, in person, or by telephone concerning the physical or mental impairment(s) that I assert to qualify as an individual with a disability for purposes of this reasonable accommodation request.

In addition, I authorize **[Insert name of health care provider or other appropriate documenting authority]** to provide any relevant information that the Public Housing Authority requests concerning the impairment and the resident's housing needs.

_____
Resident's Signature

PLEASE PROVIDE THE FOLLOWING INFORMATION

(1) Name of Health Care Provider/Documenting Authority:

_____

(2) Address of Health Care Provider/Documenting Authority:

_____

_____

_____

(3) Telephone Number of Health Care Provider/Documenting Authority:

_____

(4) Facsimile Number of Health Care Provider/Documenting Authority:

_____

Gary Housing Authority
REQUEST FOR REIMBURSEMENT

Remember to attach a completed "Request for Reasonable Accommodation" to this Request for Reimbursement

To Resident:

You should use this form if you have made changes, at your expense, to your dwelling unit to accommodate the needs of a household member with a disability. You may be entitled to reimbursement for the expenses you incurred as a result of the modifications.

Please complete this form to report all changes you have made to your unit, including the costs of those changes. Please also attach copies of any receipts or other verification of the changes you made to your unit and the expenses incurred.

You must also complete and attach the "Request for a Reasonable Accommodation" in order to document that you or a household member is a qualified individual with a disability and needed the changes to the unit as a result of the disability.

Name of Resident Seeking Reimbursement: _____
Please Print

Property Name: _____

Address: _____

Name of Household Member with a Disability: _____

Please list all reasonable accommodation/modification changes you made to your unit:

_____

_____

_____

Please list all costs you incurred for each change you made to your unit: [Please attach all receipts or other verification.] _____

_____

Please remember that only modifications that you made as a result of the needs of you or a member of your household with a disability will be considered for reimbursement. Thank You.

Gary Housing Authority
APPROVAL OF REQUEST FOR REASONABLE ACCOMMODATION

Date: _____

To: [**Provide Applicant's/Resident's Name & Address**]

Dear Applicant or Resident:

We have received and approved your request for reasonable accommodation. Specifically, you requested [**describe specific accommodation request(s)**].

- _____ We will provide you with the requested accommodation(s) by [**date**].
- _____ Although we have approved your request, we will not be able to complete your accommodations until [**date**] due to [**describe the reason(s) for the delay.**]

_____

_____

If you have any questions regarding this matter, please contact this office.

Family Development Sites, Gary, Indiana

Patricia Brown: Dorie Miller /East Point/Miller Heights, 1722 East 21st Ave., 219-881-6452

Gurtha Thornton: Delaney Community, 2234 Attucks Place, 219-882-2912

Janis Stephens, Concord Village, 5001 West 19th Ave., 219-949-1213

Charline Randall, Colonial Gardens, 4935 Tennessee St., 219-884-2424

Kia Clinton, Broadway Jefferson Manor, 100 West 11th Ave., 219-882-6000

Senior Citizens High-Rise Sites, Gary, Indiana

Kia Clinton, Al Thomas High-Rise, 100 West 11th Ave., 219-882-6000, **Ages 55 & Up**

Sharon Hutton, Carolyn B. Mosby High-Rise, 650 Jackson Street, 219-882-0300, **Ages 50 & Up**

Darlene Fleming, Glen Park High-Rise, 3280 Pierce Street, 219-981-2833, **Ages 55 & Up**

Debra Hyatt, Genesis Towers, 578 Broadway, 219-881-6412, **Ages 62 & Up**

If you think that this change or modification is not what you requested; if this is unacceptable; or, if you object to the length of time it will take to provide your request, you may contact the GHA Section 504/ADA Coordinator at:

Family Development Sites, Gary, Indiana

Patricia Brown: Dorie Miller /East Point/Miller Heights, 1722 East 21st Ave., 219-881-6452

Gurtha Thornton: Delaney Community, 2234 Attucks Place, 219-882-2912

Janis Stephens, Concord Village, 5001 West 19th Ave., 219-949-1213

Charline Randall, Colonial Gardens, 4935 Tennessee St., 219-884-2424

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Darlene Fleming, Glen Park High-Rise, 3280 Pierce Street, 219-981-2833, **Ages 55 & Up**

Debra Hyatt, Genesis Towers, 578 Broadway, 219-881-6412, **Ages 62 & Up**

In addition, you may exercise your right to appeal a PHA decision through your local HUD office or the U.S. Department of Justice. You may contact the local HUD office at:

Office of Public Housing
Indianapolis Office
151 North Delaware Street, Suite 1200
Indianapolis, IN 46204-2526

Telephone: (317) 226-6303
Facsimile: (317) 226-5594

Sincerely,
Name/Title
Gary Housing Authority

Gary Housing Authority
DENIAL OF REQUEST FOR REASONABLE ACCOMMODATION

Date: _____

To: **[Provide Applicant/Resident's Name & Address]**

Dear Applicant or Resident:

We have received your request for reasonable accommodation. Specifically, you requested [**describe specific accommodation request(s)**]. Following our review of your request, we have denied your request for the following reason(s):

- _____ You do not meet the definition of a "qualified individual with a disability" as explained in the "Reasonable Accommodation Policy" and, therefore, we are not requiring to provide you with a reasonable accommodation.

- _____ We have determined that your request is not "reasonable" for the following reason(s): [**describe specific basis for unreasonable determination**]
  _____
  _____

- _____Your requested accommodation(s) are structurally infeasible for the following reason(s): [**describe reason(s) for structural infeasibility determination**]
  _____
  _____

- _____Your requested accommodation(s) would result in a fundamental alteration in the nature of our program for the following reason(s): [**describe the reason(s) for fundamental alteration determination**].
  _____
  _____

- _____Your requested accommodation would result in an undue financial and administrative burden for the PHA for the following reason(s): [**describe reason(s) for the undue financial and administrative burden determination**] -
  _____
  _____

Although we were unable to approve your specific reasonable accommodation request(s), we would like to meet with you to discuss an equally effective accommodation that may meet your needs. You may bring a friend, advocate or attorney with you to meet with us. We would like to meet with you on [**insert date, time and location, including address of proposed meeting location**]. If you are unable to meet with us at this scheduled time, please contact our office at [**provide office telephone number**] to reschedule a mutually convenient date and time for the meeting.

If you disagree with our decision, you may contact GHA Section 504/Coordinator at:

Family Development Sites, Gary, Indiana

Patricia Brown: Dorie Miller /East Point/Miller Heights, 1722 East 21st Ave., 219-881-6452

Gurtha Thornton: Delaney Community, 2234 Attucks Place, 219-882-2912

Janis Stephens, Concord Village, 5001 West 19th Ave., 219-949-1213

Charline Randall, Colonial Gardens, 4935 Tennessee St., 219-884-2424

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Darlene Fleming, Glen Park High-Rise, 3280 Pierce Street, 219-981-2833, **Ages 55 & Up**

Debra Hyatt, Genesis Towers, 578 Broadway, 219-881-6412, **Ages 62 & Up**

In addition, you may exercise your right to appeal a PHA decision through your local HUD office or the U.S. Department of Justice. You may contact the local HUD office at:

Office of Public Housing
Indianapolis Office
151 North Delaware Street, Suite 1200
Indianapolis, IN 46204-2526

Telephone: (317) 226-6303
Facsimile: (317) 226-5594

Sincerely,
Name/Title
Housing Authority of the City of Gary, Indiana

Gary Housing Authority

EXAMPLES OF REASONABLE ACCOMMODATION METHODS

The following list of reasonable accommodation methods are examples of modifications that may constitute of reasonable accommodations for individual PHA residents. These accommodations may not necessarily be "reasonable" for all individuals. In addition, each accommodation may not be available to every resident in every unit and/or in every development.

Section 504 states that the design, construction or alteration of buildings in conformance with § § 3-8 of the Uniform Federal Accessibility Standards (UFAS) Appendix A to 24 C.F.R. § 40, shall be deemed to comply with the requirements of 24 C.F.R. § § 8.21; 8.22; 8.23; and 8.25. However, the UFAS citations noted below are provided as a reference to assist in providing a reasonable accommodation and are not intended to govern every request for a modification. In order to meet the individual's specific disability-related need(s), the PHA may need to deviate from UFAS. In addition, the reference to a UFAS section does not require all elements in that section to be made accessible. Rather, only the specific reasonable accommodation item requested is required to be accessible per the needs of the individual requesting the reasonable accommodation.

However, some modifications may not be structurally feasible in all units or all developments; in addition, some modifications may represent an undue financial and administrative burden. In such situation, the requirement to provide a reasonable accommodation is not alleviated, but must be provided by some other means such as transferring a family with a disabled member to a unit/development where the reasonable accommodation can be provided; or, offering a Housing Choice Voucher if such a unit would address the reasonable accommodation(s) requested. Nevertheless, PHA will work with each qualified resident with a disability who requests a reasonable accommodation in order to identify a reasonable, effective and appropriate accommodation.

Common Areas[6]

- Add edge protection to ramps and ramp landings with drop-offs
- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened
- Re-hang door to swing outward instead of into the accessible space
- Provide accessible or adjustable closet rods and shelves
- Proved lever faucets in public restrooms
- Provide grab bars in public restrooms
- Provide accessible toilets in public restrooms

6 Common Areas include, but are not limited to: PHA offices, including management and regional offices; private management company offices; community room; senior center; meeting room; mail room; laundry room; trash disposal; and, day care facilities.

- Provide accessible toilets in public restrooms
- Lower mirrors in public restrooms
- Provide extra electrical outlets for TDD/TTY equipment
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Provide visual alarms for individuals who are deaf or hard of hearing
- Provide accessible cabinets and countertops in public kitchens
- Provide accessible appliances [i.e. refrigerators, oven, stove,] in public kitchen

Elevators[7]

- Elevators shall be located on an accessible route
- Residential or fully enclosed wheelchair lifts may be used, when appropriate, and when approved by local administrative authorities. See UFAS § § 4.10; 4.11

Building Entrances and Accessible Routes[8]

- Accessible signage;
- Add edge protection to ramps and ramp landings with drop-offs
- Widen doors
- Provides accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened
- Re-hang door to swing outward instead of into the accessible space
- Add or adjust door closures
- Provides lever faucets in public restrooms
- Provide grab bars in public restroom
- Provide accessible toilets in public restrooms
- Lower mirrors in public restrooms
- Provide extra electrical outlets for TDD/TTY equipment
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Provide visual alarms for individuals who are deaf or hard of hearing
- Providing contrasting paint on doors, around doorways, at windows, baseboards and/or stairs/risers for individuals with visual impairments
- Provide an accessible route into a building

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7 Accessible elevators shall be on an accessible route and shall comply with UFAS § 4.10 and with the American National Standard Safety Code Elevators, Dumbwaiters, Escalators and Moving Walks, ANSI A17.1-1978 and A17.1a-1979, See UFAS § 4.10; Figures 20, 22, and 23. An "accessible route" is a continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. § § 8.3 and 8.32 and UFAS § 4.3.

8 At least one (1) accessible route complying with UFAS § 4.3 shall be provides within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets or sidewalks to an accessible building entrance. *See* UFAS § §4.1.1(1); 4.3. In addition, UFAS requires that at least one (1) accessible route complying with UFAS § 4.3 shall connect accessible building or facility entrances with all accessible spaces and elements within the building or facility. *See* UFAS § § 4.1.2(1); 4.3

Trash Disposal Facilities -

- Provide accessible route into and through trash disposal facilities; or, provide and equally effective accommodation such as personal trash disposal by housing staff

Laundry Facilities -

- Provide accessible route into and through common-use laundry facilities. Provides at least one (1) front loading washer and one (1) front-loading dryer in public-use laundry facilities[9], or, provide an equally effective accommodation such as the provision of a front-loading washer and dryer in resident's unit; or, provision or laundry services at PHA's expense.

Mail Delivery/Mail Boxes -

- Provide accessible route into and through mailboxes/mail facilities. Provide mailbox at lower height, upon request; or, provide equally effective accommodation such as home delivery.[10]

Apartment Entrance and Interior Doors -

- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to swing outward instead of into accessible space
- Add or adjust door closure space
- Adjust door opening force required for pushing/pulling the door
- Provide lower peep holes or "telescoped" peep holes
- Provide a visual door knocker for individuals with hearing impairments
- Providing contrasting paint on doors, around doorways, at windows, baseboards and/or stairs/risers for individuals with visual impairments
- Provide ramp from accessible route to accessible entrance into unit

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[9]If laundry equipment is provided within individual dwelling units, or if separate laundry facilities serve one or more accessible dwelling units, then they shall meet the requirements of UFAS §§ 4.34.71 through 4.34.7.3

[10]"Cluster boxes", common in multi-family housing developments, are routinely placed in sequential order. However, if a customer is unable to access his/her mailbox due to a disability, the customer may submit a request under the U.S. Postal Service's "Hardship Clause" and request the relocation of the mailbox to a lower, accessible level. According to § 631.42 of the U.S. Postal Service "Postal Operations Manual", the customer submits the "Hardship Clause" request directly to his/her postal delivery person; the delivery person then submits the request to his/her manager. The manager evaluates the individual request and takes appropriate action. If the postal service is unable to relocate the mailbox the postal service may provide an alternate accommodation such as door delivery.

Apartment Light Switches & Electrical Outlets

- Lower electrical switches and/or raise electrical outlets[11]
- Provide extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities.
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Lower thermostat controls
- Lower circuit breakers, when located in unit

Apartment Interior

- Provide extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities.
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Provide visual and audible alarms for individuals who are deaf or hard of hearing; and, provide visual alarms in each room of unit[12]
- Provide windows which require five pounds or less of opening force; provide crank type opening mechanism with large lever, when feasible
- Provide accessible storage spaces, including lowering clothes rods and/or adjustable closet shelves. Accessible storage spaces shall comply with UFAS § 4.25; fig.38

Apartment Kitchen[13]

- Lower kitchen sink
- Provide lever type hardware on kitchen faucet
- Provide accessible kitchen cabinets; provide accessible hardware on kitchen cabinets
- Provide accessible kitchen counters and work space

If the following items are provided to non-disabled residents in a development:

- Provides accessible refrigerators. See UFAS § 4.34.6.8
- Provide accessible ovens. See UFAS § 4.34.6.7
- Provide accessible dishwashers. See UFAS § 4.34.6.9

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[11] The highest operable part of all controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in §§ 4.2.5 and 4.2.6. Except where the use of special equipment dictates otherwise, electrical and communications system receptacles on walls shall be mounted no less than 15" above the finish floor. *See* UFAS § 4.27.3

[12] If emergency warning systems are provided, they shall include both audible alarms complying with UFAS § 4.28.2 and visual alarms complying with UFAS § 4.28.3. *See* UFAS § 4.1.2(13)

[13] Accessible or adaptable kitchens and their components shall be on an accessible route and shall comply with the requirements of UFAS § 4.34.6. However, the PHA will not be required to make all elements of the kitchen accessible, unless requested by the resident with a disability. Rather, the resident may request specific accessible kitchen elements.

Housing Authority of the
City of Gary, Indiana

578 Broadway – Second Floor
Gary, Indiana 46402
219-883-0387 (Office) 219-882-9110 (TTY Line)
219-881-6414 (Fax)

WWW.Garyhousingauthority.org

Quality Control Plan
For the Low-Rent Public Housing Program

EQUAL HOUSING OPPORTUNITY

Last Revised October 20, 2011

The Gary Housing Authority Asset Management Team will conduct monthly site visit checks to each AMP. The Asset Management Team is comprised of four COCC components: Finance, Procurement, Management, and Maintenance. Before the 15th of each month, one or more designated person (s) from each Department will conduct a site visit to each AMP. The reports from the visits are then submitted to the Asset Manager and copied to the Executive Director for review.

Prior to the visit, team members will review reports pertaining to each category mentioned above as it pertains to their responsible area of review. During the visit, the team will sample documentation (work order tickets, tenant folders, etc.) to authenticate the accuracy of the YARDI reports.

Office

The team member will check the office for organization; appearance, appropriate staff appearance, and for information concerning Fair Housing and Employment are posted

Work Orders

Emergency Work Order tickets will be verified for the reporting month. Residents with recent work orders will be called or verified to confirm completion and resident satisfaction; results will be posted on the Monitor Site Visit Checklist. Outstanding work orders will be logged with comments.

Application/Recertification

Tracking of applications will consist of verifying the number of applications approved, pending, and the total number of applications against the reports extracted from the YARDI system.

Recertifications

Recertifications will be checked for accuracy and timely processing. The Asset Manager will complete the re-certification sampling. The sampling will include a review of 2% of the monthly tenant files due for re-certifications. The Asset Manager will use the File Folder Checklist to assure that all documents are in the tenant's file folder.

Delinquencies

Delinquencies will be reviewed and discussed; this will include Final Statements and Write-offs for submission to the Board of Commissioners. GHA forwards evictions to the attorney for court procedures. If the resident appears GHA will submit bad debt info to the credit bureaus. This charge will be on the resident's credit report within 30 days. GHA will also place a lien on any type of property the resident may own at that time and in future.

Police reports and monthly crimes stats will be reviewed with the Property Managers and the Security Coordinator.

Marketing/Vacancy Analysis Traffic Report

The team will confirm the total of move-in's, move-outs, notices, occupancy percentages as well as vacant unit turn around time. Each Manager will have a visible tracking system displayed in their office, of vacant units and notices.

Files

Sample folders will be audited for HUD forms, accuracy and neatness. Quality control measures are in effect to ensure the integrity of income and rent determinations. The quality control measures are executed by Rental Integrity Monitoring (RIM) Certified Property Managers and Assistant Managers.

The quality control measures confirm that tenant files are complete with all required information, certifications, verifications and documentation. These measures further verify that income and rent calculations are accurate and completely documented. Tenant files and related documentation are also arranged in an organized, secure and readily accessible manner. 100% of GHA resident files will undergo an internal audit. For extra quality control, an independent auditing firm will audit the files during GHA's annual audit.

Finance

Finance will verify the expense and income reports, along with petty cash reconciliation, payable review, income and expense on budgets.

Facility Management

Vacant Units

Random vacant units will be checked for condition and assessment of repairs. The vacant units for the month visited, will be checked against the list of vacant units in YARDI for that month. Any units exceeding twenty days will be documented and discussed with the Property Manager and Maintenance Supervisor.

Grounds/Exterior and Common Areas

The Facility Manager will check the grounds, parking lots, dumpsters, and exterior of the buildings, as well as the common areas, inclusive of laundry rooms, lobbies, systems and elevators.

Maintenance Shops

The maintenance shops will be checked for organization, cleanliness, and free from the possible safety hazards. The preventive maintenance schedule will be discussed and noted in the Monthly Site Visit Checklist report.

Procurement

The Procurement Supervisor will check the purchase orders, vendors' listings, invoices, and inventory.

Waiting List Management

The Property Manager at each site will be responsible for monitoring their waiting list. The waiting list is located on two systems, Yardi and ECS. When maintaining the waiting list, the manager will compare the two lists first. Depending on the order of the applicants, the manager will re-arrange names on Yardi and ECS until they match. The reason for this is because ECS is by date and Yardi is by name. The list must be in order by date. Once applicants have been housed, their names are removed from the ECS list, and the next person will fall in line. In Yardi, once the applicant is housed, their name are automatically removed from the waiting list. Afterwards, the waiting list process will repeat itself.

Preventive Maintenance

All daily maintenance and repair work will be approached with preventive maintenance in mind. The maintenance supervisor will prepare and update the preventive maintenance schedules and have them reviewed and approved by the Asset Manager. Manager in conjunction with the Maintenance Supervisor will conduct an assessment to ensure that the major equipment is maintained in accordance with the Real Estate Assessment Center (REAC) guidelines. The Maintenance Supervisor will ensure that all building/property systems assessments are completed annually while the Asset Manager will review all documentation for accuracy and all repairs have been completed. Upon completion of the building/property system assessments, the Asset

Manager will ensure all Uniformed Physical Conditions Survey (U.P.C.S.) inspections and repairs are made within the fiscal year according to HUD guidelines.

Additionally, the Asset Manager, Property Manager and Maintenance Staff will conduct an exterior inspection of the building that will identify the physical needs of the property. The Property Manager and the Maintenance Supervisor will also be responsible for ensuring that assessments are completed for the roofs including the drainage system, building exterior walls, exterior doors, tuck pointing, foundations, windows, weather stripping, stairwells, railings, parking areas, driveways, walkways, landscaping, exterior lighting, exterior signage, domestic water system, electrical system, fire protections, HVAC systems and sanitary lines.

Make Ready/Unit Turnaround

Leasing units when they become vacant is very important to property management. Gary Housing Authority has implemented a strategic plan in order to turn and lease all make-ready units. The Gary Housing Authority staff will continue to work towards obtaining a low vacancy rate. Once a unit is vacated, the following procedures will take place:

- The unit will be vacated in the system.
- A move out inspection will be completed and the appropriate form completed by the Property and the Maintenance Staff. This walk through will be done within 24 hours of the unit being vacated in the system.
- Upon completion of the inspection, the unit will be scheduled for maintenance and completed within 40 days from the system vacate date. (A unit that is

beyond make-ready guidelines will require an inspection form be completed by maintenance and the Asset Manager.)

- Upon completion, the unit shall be inspected by the Property Manager. If accepted, the inspection form shall be signed and placed in the tenant file along with a copy going to the Asset Manager.
- Once the unit is accepted by the Property Manager, it shall be leased within 120 hours (5 calendar days).
- Before the unit is leased, a move in inspection form must be completed and signed by the new tenant verifying that the unit has no damages prior to the tenant moving into the unit.

Security/Crime Prevention

Due to the substantial increase in criminal activity, GHA has partnered with the Gary Police Department to focus on random police patrol. We are aggressively targeting areas of high crime activity. Management will take the following additional measures to ensure the security of the property:

- Partner with the Resident Service Coordinator to provide orientation and training to residents interested in participating in the Crime Prevention activities.
- Continue to convene monthly for manager's meetings with the residents to address all lease compliant issues.
- Initiate monthly meetings with Resident Council members to activate a crime prevention plan.
- Maintain/repair existing exterior lights.

- Initiate Neighborhood Watch program

Risk Management

Smoke detectors are located in every unit and throughout the common area buildings. Upon entry of every unit, maintenance checks all smoke detectors located within the unit. Fire extinguishers are checked monthly by maintenance for inspection tags, anti-tamper seal, weight or pressure check, damaged or missing parts, rust or corrosion.

Management is committed to providing a safe work and living environment. Every reasonable effort will be given to eliminate risk and/or control all accidents, fires, health hazards and occupational hazards to employees and residents. This includes annual OSHA trainings, annual Risk Management trainings, weekly in-service meetings as well as random safety checks.

Gary Housing Authority expects employees and residents to comply with safety policies, health policies, guidelines, and procedures. It is also expected that residents and employees conduct themselves in a safe manner to eliminate risk to themselves and others. Contractors working on the premises are also required to conduct their activities in a safe manner that ensures the safety of the residents and employees.

OMB No. 2577-0266 Expires 04/30/2013

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB control number 2577-0266. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless the collection displays a current valid OMB control number.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?
The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to $500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?
This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?
PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, your current rental assistance may be terminated and your future request for HUD rental assistance may be denied for a period of up to ten years from the date you moved out of an assisted unit or were terminated from a HUD rental assistance program.

How long is the debt owed and termination information maintained in EIV?
Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date.

What are my rights?
In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?
You should contact the PHA, who has reported this information about you, in writing, if you disagree with the reported information. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. Disputes must be made within three years from the end of participation date. Otherwise the debt and termination information is presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:	**I hereby acknowledge that the PHA provided me with the *Debts Owed to PHAs & Termination* Notice:**
	Signature **Date**
	Printed Name

Housing Authority of the City of Gary, Indiana

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Marketing and Leasing Plan

EQUAL HOUSING OPPORTUNITY

Last Revised October 20, 2011

Marketing and Leasing

Mission of the Gary Housing Authority

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.

Responsibility of Marketing the Agency

The Executive Director, Asset Manager and Property Managers will assume responsibility of marketing the Gary Housing Authority properties. Marketing will take place on three levels. The Property Managers will locate and secure advertising materials, contact local media and supervise distribution of informative materials. The Asset Manager will assist with ideas and budgeting for advertisements. The Executive Director will give final approval.

Target Market

A housing policy implemented well can improve the physical, social, and economic condition of the resident of the city. Public Housing should not be a destination for families but a route to self-sufficiency. The Gary Housing Authority's

target markets are families with children for our housing developments and adults near elderly (50) and above for our senior high-rises.

Outreach Efforts

Gary Housing Authority's marketing should achieve the broadest citywide representation in its outreach efforts. The property promotions should not be treated or considered as an exclusive resource of the community in which they are located. Geographic, ethnic and age diversity (except for those properties specifically designated for the elderly) will be encouraged. Our outreach efforts strive to develop a diverse applicant pool and tenancy.

Gary Housing Authority has implemented a marketing strategy to promote the marketability of the property. This marketing strategy includes:

- Distributing flyers to libraries
- Social workers office in the schools
- Shelters
- Family Services Departments
- Billboards or various business marquees
- GHA newsletters
- Boys and Girls Clubs and YMCAs

Advertisements will be placed in the newspapers such as the Sun-Post Tribune, South Bend Tribune, Northwest Indiana Times, and Indianapolis Star. Radio stations WLTH (Gary), WGCI, V-103 and WJOV will provide a way to help get our message out in distant areas. Other outreach efforts include:

- Veteran Administration

- Grocery, drug and convenience stores
- Day care centers
- Used clothing shops
- Community Action Council office
- Churches
- Laundromats and
- Interagency meetings

Previously, Gary Housing Authority had been marketed by displaying leasing banners on sites and mentioning it to incoming callers. Due to these marketing strategies, Gary Housing Authority's waitlist has experienced an increase in applicants.

A website for the agency will be used as a marketing tool, showing the improvements the agency has made in the recent years. Not only showing the curb appeal of the Hope VI - Duneland and Horace Mann developments, the website will show the vacancy reduction improvements throughout the city. The website will provide a wealth of information about the Gary Housing Authority and our service to the community. Our website and flyers describe the Gary Housing Authority's prime locations for public transportation, the South Shore train station and family entertainment such as the beach and local parks. The City of Gary recently demolished abandoned buildings surrounding many of our properties, due to this, our marketability increased significantly. Seasonal landscaping and on site monitoring will improve our curb appeal and marketability.

Gary Housing Authority's goal is to maintain or exceed a 97% occupancy rate. The Authority's marketing efforts will be ongoing in anticipation of stable occupancy of

all available units. Gary Housing Authority has a number of units that are severely damaged, structurally damaged and beyond repair. The Gary Housing Authority will see to it that these units are placed under a HUD approved and funded vacancy reduction initiative or demolished.

Partnerships

The Gary Housing Authority's collaboration with Faith-based and other non-for-profit organizations is an important tool. Organizations such as the:

- City of Gary's Homeownership Opportunity Network (homebuyer counseling)
- The Laurel Church in Merrillville, Indiana
- Edgewater for Balanced Living
- Sojourner Truth Home for Women
- The Methodist Hospitals of Gary

Others are **The Boys and Girls Club**, which provide tutoring, after school care and activities for family developments; **First Baptist Church** which provides food baskets and food vouchers for our elderly and developments. **Saint Timothy's Community Church** provides back to school supplies and uniforms. The **Calumet Township** sponsors an annual breakfast at each senior high-rise, and holiday dances and parties for the seniors. The **Nuns of Holy Angels** provide Thanksgiving and Christmas dinner for the seniors, as well as an annual summer picnic. The City of Gary, through the **Youth Service Bureau**, sponsors summer lunches at the family sites for the children in their

community room area. This will also provide an additional source of networking for new applicants.

Curb Appeal

A very important part of the public relations and marketing of the Gary Housing Authority is the Curb Appeal and Maintenance of the properties. Maintenance staff will ensure proper landscaping and maintenance for the grounds and common areas which is critical for successful developments. Most of the residents care about their home and the surrounding environment where they live and participate in the effort. Managers and maintenance staff will enforce lease obligations on the upkeep of the property. The Property and maintenance staff will schedule maintenance on a continuous basis for the buildings and surrounding grounds to make sure the development's appearance is positive and professional.

Work orders are used to track completion of the maintenance work needed on the properties. Work orders will be addressed promptly as it states in the Gary Housing Authority policy. All completed work orders will be checked by supervisor. Maintenance Supervisors will routinely walk and inspect all common grounds and areas, looking for all repairs and upkeep that is needed.

Unit Preparation

The cleaning and preparation of the unit is one of the most important parts of successfully renting units. It is the care taken in preparing of vacant unit that determines whether or not a prospective resident will want to live in the unit. All units shall be cleaned and prepared to the following standards:

- For painting, all plug covers, drapery rods, switch plates, heater vents, and other items that are not be painted (i.e. water sprinklers, drop ceiling tile) should be removed and thoroughly cleaned or painted separately if needed, prior to replacing these items after the painting is completed.
- All light fixtures should be removed and the globes or glass parts washed and rinsed to remove all dust and dirt.
- The covers of all kitchen and bathroom exhaust fans should be removed and thoroughly cleaned. This applies to all range fans and filters.
- All heater grills or outlets should be checked for accumulation of dirt or dust and cleaned.
- Windows should be cleaned inside and out. Window casements will be checked and cleaned, including the window tracks.
- Refrigerators should be unplugged, have all ice trays and drip trays emptied. All compartments, trays, shelves, handles and doors on the refrigerator/freezer will be checked and cleaned, inside and out. Once completed, refrigerator/freezer will be re-plugged and set to low.
- Major items that need to be replaced will be charged to the resident based on its current or depreciated value. See Letter of Responsibility or Agency Charges for more info.
- Review resident's payment status before the resident leaves the office to ensure that there are no unpaid or unknown balances. Collect all keys. If missing, charge resident for each. Failure to return unit keys or mailbox keys will result in a lock replacement fee to the vacating resident.

- Once all keys have been collected, the vacating resident is no longer in possession of the unit and should not be allowed re-entry for any reason. All apartment door locks and mailbox locks are to be changed immediately upon obtaining the keys from the vacating resident, or upon discovering the apartment is abandoned so long as the proper notice is posted for the abandonment.

Leasing of Property

Gary Housing Authority units will be leased in compliance with the Fair Housing laws. No applicant will be denied housing based on race, religion, sex, age, national origin, or disability. Applicants will be selected from the waitlist. When an applicant's name reaches the top of the list and a unit is ready, an offer of housing will be made. Offers are communicated by phone and mail. A notification letter is sent to the applicant giving three (3) days to respond to the offer. If the applicant declines the first offer, we will move to the next applicant. After two (2) refusals, the applicant can be removed from the waiting list. If the applicant is willing to accept the unit, a conference will be scheduled with them to explain the occupancy requirements. Those requirements include obtaining or arranging payment of the security deposit and the first month's rent along with providing the move-in date to the prospective applicant.

Security/Crime Prevention

Gary Housing Authority has experienced some criminal activity in some of their developments. In order to decrease and deter criminal activity, GHA has partnered with

the Gary Police Department to focus on random police patrol, aggressive targeting of areas high crime activity.

Management will take the following additional measures to ensure the security of the property:

- Partner with the appropriate personnel to provide orientation and training to residents interested in participating in the Crime Prevention activities.
- Continue to convene monthly for manager's meetings with the residents to address all lease compliant issues.
- Initiate monthly meetings with Resident Council members to activate a crime prevention plan.
- Maintain/repair existing exterior lights.
- All senior high-rises have security cameras
- Onsite Police Officer for security
- All family sites have roving Police patrol
- Two senior high-rises out of four have secure gated parking

Risk Management

Smoke detectors are located in every unit and throughout the common area buildings. Carbon-Monoxide detectors and smoke detectors are available in remodeled units. Upon entry of every unit, maintenance checks all smoke detectors located within the unit. Fire extinguishers are checked monthly by maintenance for inspection tags, anti-tamper seal, weight or pressure check, damaged or missing parts, rust or corrosion.

Management is committed to providing a safe work and living environment. Every reasonable effort will be given to eliminate risk and/or control all accidents, fires,

health hazards and occupational hazards to employees and residents. This includes annual OSHA trainings, annual Risk Management trainings, weekly in-service meetings as well as random safety checks.

Gary Housing Authority expects employees and residents to comply with safety policies, health policies, guidelines, and procedures. It is also expected that residents and employees conduct themselves in a safe manner to eliminate risk to themselves and others. Contractors working on the premises are also required to conduct their activities in a safe manner that ensures the safety of the residents and employees.

High-Rise Listings and Amenities

Genesis Towers High-Rise (Age 62+)
578 Broadway
Gary, IN 46402
(219) 881-6412

- On site Manager/Staff
- Live-in Caretaker
- 24hr Police Security with video camera surveillance
- Laundry Facilities
- Elevators
- Recreation Rooms
- Utilities including air conditioning supplied
- Major appliances furnished (stove and refrigerator)
- One bedroom only
- Located on Bus Route
- Minutes from South Shore Train Station and Gary Bus Station
- Handicap accessible
- Walking distance to Gary Genesis Convention Center, the South Shore Train, the Gary Metro Center and the Railcats Baseball Stadium

Carolyn Mosby High-Rise (Age 50+)
650 Jackson Street
Gary, IN 46402
(219) 882-0300

- On site Manager/Staff
- Live-in Caretaker
- 24hr Police Security with video camera surveillance
- Laundry Facilities
- Elevators
- Recreation Rooms
- Utilities including air conditioning supplied
- Major appliances furnished (stove and refrigerator)
- One and two bedrooms
- Located on Bus Route

- Minutes from South Shore Train Station and Gary Bus Station
- Handicap accessible
- Short distance from Gary Genesis Convention Center, the South Shore Train, the Gary Metro Center and the Railcats Baseball Stadium

Al Thomas High-Rise (Age 55+)
100 West 11th Avenue
Gary, IN 46402
(219) 882-6000

- On site Manager/Staff
- Live-in Caretaker
- 24hr Police Security with video camera surveillance
- Laundry Facilities
- Elevators
- Recreation Rooms
- Utilities including air conditioning supplied
- Major appliances furnished (stove and refrigerator)
- One bedroom only
- Secure gated parking
- Located on Bus Route
- Restaurants near
- Handicap accessible
- Short distance from South Shore Train, Gary Genesis Convention Center, the Gary Metro Center and the Railcats Baseball Stadium

Glen Park High-Rise (55+)
3280 Pierce Street
Gary, IN 46408
(219) 981-2833

- On site Manager/Staff
- Emergency Maintenance
- 24hr Police Security with video camera surveillance
- Laundry Facilities
- Elevators
- Recreation Rooms
- Located on Bus Route
- Utilities including air conditioning supplied
- Major appliances furnished (stove and refrigerator)

- Studio and one bedroom only
- Secure gated parking
- Across the street from Gleason Golf Course
- Shopping center, pharmacy and restaurants near by
- Handicap accessible
- Walking distance from Indiana State University

Family Developments Site Listing and Amenities

Concord Village
5001 West 19th Avenue
Gary, IN 46406
(219) 949-1213

- Onsite Manager/Staff
- Emergency Maintenance
- Located on bus route
- Minimum rent $50 or 30% of income if working
- Some utilities included
- Community Center
- Schools nearby
- 2,3,4 and 5 bedrooms
- Basketball Court

Concord scattered site (houses)

- Washer and dryer hook up
- Personal driveway
- Community Center
- Nearby school

Delaney Community
2234 Attucks Place
Gary, IN 46407
(219) 882-1140

- On site Manager/Staff
- Emergency Maintenance
- Minimum rent $50 or 30% of income if working
- Some utilities included
- Studio, 1, 2, 3, and 4 bedrooms
- Located on bus route
- Elementary and High School across the street

- Pharmacy and Grocery stores near by

Colonial Gardens
4945 Tennessee Street
Gary, IN 46406
(219) 884-2424

- Onsite Manager/Staff
- Emergency Maintenance
- Community Center
- Personal driveways
- Community Center
- 2, 3, 4, 5, and 6 bedrooms
- Washer and dryer hook up

Dorie Miller Homes/East Point/Miller Heights
1722 East 21st Avenue
Gary, IN 46407
(219) 881-6452

- On site Manager/Staff
- Emergency Maintenance
- Minimum rent $50 or 30% of income if working
- Some utilities included/Utility allowance
- Studio, 1, 2, 3, and 4 bedrooms
- Located on bus route
- School near by
- Pharmacy and Grocery stores near by
- Play area for children
- Handicap accessible
- Some renovated Interiors

Duneland Village
350 Fayette Street
Gary, IN 46403

(219) 886-0284

- Onsite Manager/Staff
- Renovated interiors
- Air conditioning
- Washer/dryer in unit
- Dishwasher
- Oversize closets
- Ceiling fan
- Alarm
- Cable-ready
- Some paid utilities
- Handicap accessible units
- Fitness center
- Community clubhouse
- Swimming pool
- Playground
- High-speed Internet access
- Emergency maintenance
- Public transportation
- Affordable housing
- Walking distance from the Gary Beach and South Shore Train
- Restaurants near
- 1, 2, and 3 bedrooms

Horace Mann
660 Washington Street
Gary, IN 46402
(219) 886-0284

- Central air conditioning
- Equipped kitchens (dishwasher, garbage disposal)
- Washer/dryer in unit
- Cable-ready
- Gated parking
- Accessible units
- Fitness center
- Community clubhouse
- Swimming pool

GARY HOUSING AUTHORITY

LEASE AGREEMENT

THIS LEASE IS IN TWO PARTS: Part I establishes the Terms and Conditions of the lease. These apply to all residents.

Part II is a Lease Contract. This is executed by the resident and the GHA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);

Unit address, occupancy date, project name and number;

Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;

Utilities and appliances provided by the GHA with the unit;

All pamphlets or informational materials provided to Tenant;

Signature line for the parties to the lease (all adult members of Tenant household must sign the lease); and

Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal GHA working hours.

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDANA

RESIDENTIAL LEASE AGREEMENT

Part I

Client#/Unit#_____

THIS LEASE AGREEMENT, executed this _____day of _____ 20_____by and between the Housing Authority of the City of Gary, Indiana (hereinafter GHA) and _____ (hereinafter "Tenant ").

WITNESSETH

I. Description of the Parties and Premises:

(A) GHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.

(B) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The GHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the GHA's policy on such activities.

(C) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of GHA.

Such approval will be granted only if the new family members pass GHA's screening criteria and a unit of the appropriate size is available.
Permission to add Live-in Aides and foster children shall not be unreasonably refused
Tenant agrees to wait for GHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which GHA may terminate the lease in accordance with Section XVI.

(D) Tenant shall report deletions (for any reason) from the household members named on the lease to the GHA in writing, within 10 days of the occurrence.

II. Lease and Amount of Rent

(A) Unless otherwise modified or terminated in accordance with Section XV, this Lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the GHA in accordance with Section VII herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the GHA in compliance with HUD regulations and requirements and in accordance with GHA's Admissions and Occupancy Policy.

(B) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month. Rent may include utilities as described in Section Vll below, and includes all maintenance services not due to normal wear and tear.

When GHA makes any change in the amount of Total Tenant Payment or Tenant Rent, GHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by GHA. If Tenant asks for an explanation, PHA shall respond in a reasonable time.

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

(A) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When GHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by GHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to GHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(B) Late Charges: A charge of $20.00 per month late for rent or other charges paid after the seventh calendar day of the month. GHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives GHA's written notice of the charge.

IV. Payment Location: Rent and other charges can be paid at locations specified in Part Il of this Residential Lease. GHA will not accept cash. Tenants who have submitted one (1) check that was returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Security Deposit:

(A) Tenant Responsibilities: Tenant agrees to make a security deposit of $100.00, ($125.00 if Tenant's premises are located in a GHA Scattered Site AMP (Asset Management Property) and leave it with the GHA for the duration of the Lease. The dollar amount of the security deposit is noted on Part II of this Residential Lease. There is a $50.00 deposit for pets.

(B) GHA's Responsibilities: GHA will use the Security Deposit at the termination of this Lease.

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and GHA has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. GHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes GHA with a forwarding address. If any deductions are made, GHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

(A) GHA Supplied Utilities: If indicated by an (X) on Part II, GHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. GHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, GHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of GHA.

(B) Tenant-paid Utilities: If Tenant resides in a development where GHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, GHA will pay a Utility Reimbursement each month.

GHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 day's written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

(C) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by GHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions:

The following terms and conditions of occupancy are made a part of the Lease.

(A) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of GHA, members of the household may engage in legal profit making activities in the dwelling unit. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

(B) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and GHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; GHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, GHA will use its best efforts to work with appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of admission; all Tenants, must identify, the family member(s) to be contacted if they become unable to comply with the lease terms.

(C) Re-determination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

1. The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes re-examined every three years. At the annual recertification, Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.

2. Tenant promises to supply GHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease and GHA may terminate the lease.

All information must be verified. Tenant agrees to comply with GHA's requests for verification by signing a release of authorization for third-party sources, presenting documents for review, or providing other suitable forms of verification.

GHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by GHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Management Office for review. A copy of the policies can be furnished on request at the expense of the person making the request.

3. Rent will not change during the period between regular re-examinations unless during such period:

(a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement.
If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(b) If it is found that Tenant has misrepresented the facts to the GHA in such a manner that the rent Tenant is paying is less than the rent that he/she should have been charged, the increase in rent will be made retroactive to the first of the month following the month in which the misrepresentation occurred. In accordance with Section 1001 of Title 19 of the U.S. Code, it is a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the United States as to any manner within its jurisdiction. The GHA will also have the right to terminate this lease and request all amounts due and payable in full immediately.

(c) Rent formulas or procedures are changed by Federal law or regulation.

(d) Rent Adjustments: Tenant will be notified in writing of any increase or decrease in rent and the effective date of such change.

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, or changes in Federal law or regulations, provided tenant reported the change in a timely manner, as specified above (When change is based on new circumstances).

In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence; No rent increase will take effect until the next regularly scheduled reexamination.

In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective at annual recertification.

In the event the GHA provides three recertification reminder notices per HUD requirements and tenant reports for recertification interview on or after the recertification anniversary date, the tenant must begin paying the market rent. Assistance may only be reinstated if:

(1) Assistance is available at the property.
(2) The tenant submits the required information; and

(3) The GHA determines that the tenant qualifies for assistance.

(e) Transfers:

(i) Tenant agrees that if GHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, GHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

(ii) GHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(iii) If a Tenant makes a written request for special unit features in support of a documented disability, GHA shall modify the Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, GHA may transfer tenant to another unit with the features requested at GHA's expense.

(iv) A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities needs the unit.

(v) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by GHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, GHA may terminate the Lease.

(vi) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(vii) GHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

(D) Community Services:

As an additional and material condition of this Lease Agreement, Tenant agrees as follows: Except for any family member who is an exempt individual as determined by GHA, each adult resident, eighteen (18) years old or older, of public housing unit must contribute eight (8) hours per month of community service pursuant to the community services procedure set forth in the said Community Services policy attached to this Lease.

Exempt Residents: Exemptions for adult residents unable to participate, as codified at 24 CFR 960.601, include persons who are:

A. 62 years or older;

B. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c),

1. who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
2. is a primary caretaker of such individual;

C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

1. Unsubsidized employment;
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job-training;
6. Job-search and job-readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,
12. The provision of childcare services to an individual who is participating in a community service program;

D. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,

E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

VIII. GHA Obligations: GHA shall be obligated:

(A) To maintain the dwelling unit and the development in a decent, safe and sanitary condition.

(B) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

(C) To make necessary repairs to the dwelling unit.

(D) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

(E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by GHA.

(F) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste.

(G) To supply running water and reasonable amounts of hot water and heat as appropriate, except where heat and hot water are included in utility services paid for directly by the Tenant.

(H) To notify Tenant of the specific grounds for any proposed adverse action by GHA. (Including, proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance or repair, or excess utility consumption as hereinafter provided.

(I) **Bifurcate** - means , with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family member's lease and occupancy rights are allowed to remain intact.

(J) § 5.2005 VAWA protections:

(a) Notice of VAWA protections. (1) PHAs must provide notice to public housing and Section 8 tenants of their rights under VAWA and this subpart, including the right to confidentiality and the exceptions;

(2) PHAs must provide notice to owners and management agents of assisted housing, of their rights and obligations under VAWA and this subpart;

(3) Owners and management agents of assisted housing administering an Office of Housing project-based Section 8 program must provide notice to Section 8 tenants of their rights and obligations under VAWA and this subpart.

(4) The HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, or stalking, as provided in this subpart.

(b) Applicants. Admission to the program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admission.

(c) Tenants—(1) Domestic violence, dating violence, or stalking. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim.

(2) Criminal activity related to domestic violence, dating violence, or stalking. Criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

(d) Limitations of VAWA protections. (1) Nothing in this section limits the authority of the PHA, owner, or management agent to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, or stalking, provided that the PHA, owner, or management agent does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights;

(2) Nothing in this section may be construed to limit the authority of a PHA, owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, owner, or management agent can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual imminent threat" if they meet the standards provided in paragraph (e) of this section.

(3) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section, should be utilized by a PHA, owner, or management agent only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

(e) Actual and imminent threat. An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual an imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

IX. Tenant's Obligations: Tenant shall be obligated:

(A) Not to assign the Lease, or sublease or transfer possession of the premises.

(B) Not to provide accommodation to boarders or lodgers. Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of GHA.

(C) To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in this Lease,

and not to use or permit its use for any other purpose.

(D) To abide by necessary and reasonable declared by GHA for the benefit and well-being of the housing development and the Tenants, which regulations shall be posted in a conspicuous manner in the Management Office and shall be available upon request and which are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

(E)To comply with all obligations imposed upon Tenants by applicable provisions of buildings and housing codes.

(F)To keep the dwelling premises, equipment, and other such areas as may be assigned to Tenant for the exclusive use in a clean, safe and sanitary condition; to maintain the yard in the front rear and sides of his/her dwelling in a neat and orderly manner; exemptions to this requirement are made for elderly and or handicapped residents. This includes care for the lawn and shrubs by keeping them cut and watered.

(G)Tenant shall not paint, redecorate or in any way alter the interior of the dwelling unit without the express written consent of the Property Manager. GHA will upon Tenant's request supply materials and equipment for interior repainting by the Tenant after three (3) years.

(H)To cooperate with GHA in maintaining common areas, as applicable, in a manner fostering a clean and healthy environment as may be included in the Rules and Regulations provided under this Lease.

(I)To deposit all garbage, rubbish, and other waste from the premises in the appropriate trash containers. Receptacles shall be covered and maintained in a clean manner and kept at the rear unit. Trash receptacles must be moved to the curb no more than one-day prior to collection and must be returned to its proper place by the end of the collection day.

(J)To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, including elevators.

(K)To refrain from and to cause his/her household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development.

(L)To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development building, facilities, or common areas caused by the Tenant, his/her household, or guests.

(M)To use reasonable care to keep his/her dwelling unit in such a condition as to prevent health or sanitation problems from arising. Tenant shall notify his/her Property Manager promptly of any known need for repairs to his/her dwelling unit and of known unsafe conditions in the common areas and grounds of the development which may lead to damage or injury.

(N)To conduct himself/herself and cause other persons who are on the premises with Tenant or have a household member's consent to be on the premises, to conduct themselves in a manner which will not disturb Tenant's neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe, and sanitary condition.

(O)To assure that no Tenant, member of the Tenant's household, guests, or any other person under the Tenant's control engages in:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or;

(2) Any drug-related criminal activity on or off the premises. Further, the tenant is to assure that no other person under the Tenant's control engage in any drug related criminal activity on GHA premises.

(3) To assure that no member of the household engages in any abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premise by other residents.

(4) **Victim of Domestic Violence** –Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or the threatened victim of that abuse. Incidents (s) of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease by the victim (or threatened victim) and will not be "Good cause" for the termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

(P) 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, which is incorporated into this lease by reference. Only domesticated animals are allowed and only one pet is allowed per household. Prior written approval from GHA is required at which time the Tenant will be furnished a copy of GHA's Pet Policy. Pets must be maintained in accordance with said policy, which is attached to the Lease.

(G) To remove all personal property left in or about the premises at the time of termination of the Lease or abandonment of the unit. Personal property left for more than 72 hours after vacating the unit or was left on premises that GHA has determined in its sole and reasonable discretion, to have been abandoned by the Tenant shall be considered to be the property of GHA or disposed of at the discretion of GHA.

(R) To have all vehicles owned by members of the household properly approved and registered for parking on GHA property by GHA. All tenants must register all their vehicles pursuant to Indiana law. Unregistered or inoperable vehicles parked on GHA property shall be removed at the discretion of GHA at the owner's expense. Automotive repairs and car washing are not permitted on development property.

(S) To maintain and keep operational at all times smoke detectors where installed. Disconnecting or tampering of smoke detectors will be subject to a fine.

(T) Not install or have security bars that are not "Break-away" bars.

(U) Household goods and personal property to obtain written consent of GHA before the installation of satellite dish, cable, television antennas, automatic washing machine and dryers in accordance with GHA's standards.

(V) To report to the City Health Departments any cases of infectious or contagious disease occurring in the family

unit.

(W) Household goods and personal property shall be stored inside the dwelling unit. All gas powered equipment, bicycles, tricycles, and similar items of a larger size may be stored outside the rear of the dwelling unit when not in use. Only lawn furniture is allowed on the outside of the unit.

(X) Snow and ice must be removed from front and rear sidewalks, where applicable (exemptions for this requirement may be available to handicapped and or/elderly Tenants).

(Y) Tenant shall use only such pictures hooks and other fasteners approved by GHA. Tenant shall not install paneling, wallpaper, mirrors, contact paper, etc. Tenant shall restore premises to its original condition, including paint color upon vacating.

(Z) Inflammables, gasoline, naphtha, solvents, etc. must not be kept in the dwelling unit.

(aa)Rubbish must not be burned.

(AA)To keep all utilities connected and in service at all times in Tenant's name or co head of household and to pay all utility bills for utilities supplied to Tenant by a direct connection to the utility company and to avoid disconnection; which could result in the termination of the Lease. An interruption notice of service from the utility provider must be reported immediately to the Property Manager.

(BB) Tenant shall not allow onto Tenant's premises any person who has been placed on GHA's "No Trespass" list.

(CC) Tenant shall not leave the premises he/she occupies vacant for more than fourteen (14) days without prior notice and approval of GHA. Said approval shall only be withheld upon a reasonable ground. In the event that the premises are left vacant without notice and approval, this lease shall be deemed to be terminated for abandonment and all personal property left will be considered abandoned.

(DD) Tenant shall not conduct any activity or create any conditions, on GHA premises, that are hazardous to life, health, safety, or property.

(EE) **VAWA** - means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C.143d and 42 U.S. 1437f). **Federal Register** / Vol. 75, No. 207 / Wednesday, October 27. 2010 / Rules and Regulations. HUD Programs: Violence Against Women Act Conforming Amendments. October 27, 2010 (Housing & Urban Development Documents and Publications/ContentWorks via COMTEX). EFFECTIVE DATE: November 26, 2010.

PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

A. An applicant's or program participant's status as a victim of domestic violence, dating violence or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

B. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.

C. Criminal activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.

D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.

E. The provisions protecting victims of domestic violence, dating violence or stalking engaged in by a member of the household, may not be construed to limit the O/A, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.

F. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an O/A can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, O/As may not subject victims to more demanding standards than other tenants.

G. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking.

X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that

conditions are created that are hazardous to the life, health, or safety of the occupants, the rights and obligations of Tenants and GHA shall be as follows:

(A) Tenant shall immediately notify the Property Management Office of the damage.

(B) GHA shall be responsible for repair of the unit within a reasonable time. If the damage was caused by Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant to the extent of 10% of the deductible amount of any insurance policy the GHA might have which does cover damages from such cause.

(C) GHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

(D)In the event repairs are not made in accordance with subparagraph b. of this section or alternative accommodations are not provided in accordance with subparagraph c. of this section, rent shall be abated in described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abatement if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, Tenant's household, visitors, or guests.

XI. Move-in and Move-out Inspections

(A) Move-in Inspection: GHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. GHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by GHA and Tenant and a copy of the statement retained in Tenant's folder.

(B) Move-out Inspection -- GHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to GHA.

XII. Entry of Premises during Tenancy

(A) Tenant Responsibilities-

1. Tenant agrees that the duly authorized agent, employee, or contractor of GHA will be permitted to enter Tenant's dwelling during reasonable hours (_____A.M. to _____ P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
2. When Tenant calls to request maintenance on the unit, GHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when GHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(B) GHA's Responsibilities-

1. GHA shall give Tenant at least 48 hours written notice that GHA intends to enter the unit. GHA may enter only at reasonable times.
2. GHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, GHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
4. GHA shall give Tenant at least 48 hours written notice of all HUD inspections.

XIII. Notice Procedures:

(A) Tenant Responsibility-- Any notice to GHA must be in writing, delivered to the Project Office or to GHA's central office, or sent by prepaid first-class mail, properly addressed.

(B) GHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant.

(C) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

(D) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease: GHA shall have the right to terminate for any of such serious or repeated violation of terms including but not limited to:

(A) Failure by Tenant to fulfill obligation set forth in Section IX above. Tenant's failure to pay rent; GHA shall give Tenant written notice of termination not less than fourteen (14) calendar days prior to the date of termination.

(B) Serious or repeated violations by Tenant of one or more of the material terms of the Lease.

(C) Upon a determination of the hearing officer in a grievance procedure, initiated by either the Tenant or GHA under Section XV of this Lease.

(D) Failure to comply with the housekeeping standards attached to this Lease.

(E) Failure by Tenant to pay any utility bills when due if Tenant is responsible for paying such bills directly to the supplier of utilities.

(F) Non renewal of lease as the end of the lease term for failure by tenant or family member to comply with Community Service requirements.

(G) Failure by tenant to report to any reexamination interview or to provide any verification of information required by GHA, or material false statements or fraud by Tenant in connection

with application for admissions or reexamination. This includes misrepresentation of family income, assets, or composition.

(H) FAILURE BY TENANT TO PAY RENT OR OTHER CHARGES ASSESSED by GHA during the first seven (7) days of each month if such failure occurs three(3) times in any twelve month period.

(I) Discovery by GHA of facts which, if known at the time of admission, would have made Tenant ineligible for admission.

(J) Tenant is convicted of a felony by any court having jurisdiction if the felony was committed on or off GHA property.

(K) If any member of Tenant's household is or has been convicted of drug related criminal activity or for the Manufacture or production of methamphetamine on the premises of any federally assisted housing.

(L) If any member of Tenant's household is illegally using a drug, or if a pattern of drug use by any household member interferes with the health, safety or right to peaceful enjoyment of the premises of other residents.

(M) If Tenant is fleeing to avoid prosecution, custody or confinement after conviction, or attempts to commit a crime that is a felony under the laws of the place from which the individual flees.

(N) If Tenant any household member furnishes false or misleading information concerning illegal drug use, or alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

(O) Any criminal activity by Tenant, household members, guests, or other person(s) under Tenant's control, including criminal activities that threaten the health, safety or right to peaceful enjoyment of GHA's public housing premises by other residents, or any drug related criminal activity.

(P) Tenant or any member of the Household is convicted by federal, state, or local law enforcement officials of the following crimes:

1. Rape
2. Child Molestation
3. Arson
4. Discharging a firearm in or around the premises
6. Possession of the drugs with the intent to distribute or distribution of such drugs
7. Any other crime committed in or around the premises that poses a threat to or endangers the health or safety of other tenants.

(Q) Offensive weapons or illegal drugs seized in a GHA unit by a law enforcement officer.

(R) Any fire on GHA premises caused by carelessness, including, but not limited to, cooking, candle burning and/or operation of space heaters.

(S) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site.

(T) The conduct of the tenant or member of the household is such that there is a likelihood that his or her presence in the premises may lead to personal injury to himself or others, or destruction to the premises.

(U) Abuse or illegal use of alcohol to the extent that the same interferes with the health and safety or right of peaceful enjoyment of the premises by other residents.

(V) A tenant, member of tenant's household, a guest of the tenant, or anyone under a tenant's control, engages in criminal or other activity that threatens the health, safety or right to peaceful enjoyment of GHA premises by other tenants or employees of GHA, or engages in any drug related activity on or off GHA premises.

For the purpose of this section, "Criminal activity includes, but is not limited to":

1. Physical assault or battery, or the threat of the same to any person.
2. Illegal use, or possession of a firearm or other weapon on GHA premises, or the threat to use the same.
3. Sexual molestation, rape, prostitution, sexual offenses involving minors, public indecency or similar or related sexual misconduct.
4. Criminal gang activity, as defined by the applicable code provisions of the Indiana Statutes.
5. Theft, possession of stolen property or related offenses.
6. Harassment, stalking or related activity.
7. Providing alcohol to minors, illegal possession of alcohol, or contributing to the delinquency of a minor.
8. Arson, criminal mischief or any intentional or reckless destruction of property.
9. Intimidation of other residents or members of GHA staff.

Although these provisions shall not alter GHA's burdens of providing alleged breach of the Lease Agreement to obtain eviction pursuant to Indiana law, it shall not place on GHA the obligation to prove that any person whose conduct is at issue has been arrested, charged, or convicted for the offense or offenses alleged.

XV. NOTICE OF TERMINATION OF THE LEASE

GHA shall give written notice of the proposed termination of the Lease of:

(A) reasonable time not less than seven two (72) hours nor more than thirty (30) days for drug abuse and other criminal activity when the health or safety of other tenants or GHA staff is threatened.

(B) Fourteen (14) days in the case of failure to pay rent

(C) Thirty (30) days in any other case

Tenant may terminate this Lease at any time by giving thirty (30) days written notice described in Section XIII, above:

The notice of termination by GHA:

(A) The notice of termination shall state the specific reasons for the termination and inform the Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine GHA documents directly relevant to the termination or eviction. The Lease Term shall include a conference date, dated five days after the date of the Lease Termination.

(B) When GHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with GHA's grievance procedures.

(C) Any notice to vacate (or quit) that is required by Indiana state or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney fees.

(D) When GHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under GHA's grievance procedure, the tenancy shall not terminate until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

(E) When GHA is not required to offer Tenant the opportunity for a grievance hearing under the grievance procedure and GHA has decided to exclude such grievance from GHA's grievance procedure, then, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by GHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity that threatens health or safety of residents.

(F) GHA may evict Tenant from the unit only by bringing a court action.

(G) In deciding to evict for criminal activity, GHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by, or awareness of family members, and the effects that the eviction would have both on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases, GHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will neither reside in nor visit the unit. GHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

XVI. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by GHA, uniform standards for resident housekeeping have been developed for all tenant families. Pursuant to the housekeeping policy attached to this lease.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA

RESIDENTIAL LEASE AGREEMENT

Part II

THIS AGREEMENT is executed between the Gary Housing Authority (herein called "GHA"), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____.

(l) Unit: That GHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit located at _____ Gary, IN (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household.
The Tenant **CLIENT NUMBER/UNIT NUMBER** is: _____.

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Co-head each household member should be listed by age, oldest to youngest.

All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birthdates	Social Security #
1.			
2.			
3.			
4.			
5.			

6.			
7.			
8.			
9.			
10.			

(3) Term: The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be $____ and, if applicable, the Tenant shall receive the benefit of $ _____ from GHA for Utility Reimbursement (for partial month) paid to the utility supplier. Thereafter, rent in the amount of $._____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the seventh (7th) day of month

☐ This is the flat rent for the Premises

☐ This rent is based on the income and other information reported by the Resident.

(5) Utilities and Appliances: GHA-Supplied Utilities (b) if indicated by an (X) below, GHA provides the indicated utility as part of the rent for the premises:

( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewage ( ) Other: _____

If indicated by an (X) below, GHA shall provide the following appliances for the premises:

( ) Cooking Range ( ) Refrigerator

(6) Utility Allowances: Tenant-Paid Utilities] If indicated by an (X) below, GHA shall provide Tenant with a Utility Allowance in the monthly amount totaling $_____ for the following utilities paid directly by the Tenant to the Utility supplier:

( ) Electricity ( ) Gas ( ) Heat ( ) Water ( ) Sewage ( ) Other_____

(7) Charges for Excess Appliances ( ) Applicable ( ) Not Applicable

This amount is determined monthly through check meter reading that is determined by the usage of such services by Tenant's household minus the allowances set for each bedroom size in each development.

(8) Security Deposit: Tenant agrees to pay $ _____as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

(9) Lead Safety: The PHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

(10) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT'S CERTIFICATION

I, _____hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to GHA before execution of the lease, or before GHA'S approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to GHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature_____ Date _____

ATTACHMENTS:

If indicated by an (X) below, PHA has provided the tenant with the following attachments and information:

Part I of this Lease ( ) Pet Policy ( ) Standard Maintenance Charges (May be updated)

( ) Lead Hazard Information Pamphlet ( ) Lead Disclosure Addendum ( ) Grievance Procedure (May be updated)

( ) Housekeeping Standards ( ) Community Service Requirements ( ) Other: _____