

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

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2009

Proposed Submittal and Public Hearing Date: January 8, 2009

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

PHA Plan Agency Identification

PHA Name: Housing Authority of the City of Gary

PHA Number: IN01100103M

PHA Fiscal Year Beginning: 04/2008

PHA Programs Administered:

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

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

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

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library at
 - Gary Public Library-Main Branch, 220 West Fifth Avenue, Gary, IN 46402

- PHA website
- Other (list below)
 - Resident Association Offices at each development

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

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

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

A. Mission

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

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

The PHA's mission is: (state mission here)

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

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
 - Dispose of obsolete units and create Mixed Income Communities

- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score) from 46 to 52
 - Improve voucher management: (SEMAP score) from 83 to 93

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

- PHA Goal: Increase assisted housing choices

Objectives:

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

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

- PHA Goal: Provide an improved living environment

Objectives:

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

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

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

Objectives:

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

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

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

Other PHA Goals and Objectives: (list below)

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

- Outsourcing management of the Housing Choice Voucher Program (Section 8)
- Acquired additional Finance resources to more effectively manage GHA's fiscal operation
- Started implementation of GHA information system upgrades and infrastructure
- Implemented site-based management
- Began process of outsourcing of vacant unit turnaround
- Developed new departmental policies and procedures
- Provide additional training for staff in all departments
- Feasibility of outsourcing management of the property management and property maintenance departments has been completed
- Acquire additional A&E services to develop plans and specifications for GHA Capital Fund projects
- Met MOA reporting requirements

**Annual PHA Plan
PHA Fiscal Year 2009**

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

- Standard Plan
- Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

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

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

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

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

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

By providing on-going training to staff, utilizing the technical assistance from HUD contractors, developing and updating internal policy and procedures, and establishing sound accountability measures, GHA will move forward and operate

efficiently and effectively to make a positive impact on affordable housing for our clients in the future.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

Table of Contents

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Attachments

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

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2009 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- List of Resident Advisory Board Members
- List of Resident Board Member
- Community Service Description of Implementation
- Information on Pet Policy
- Section 8 Homeownership Capacity Statement, if applicable

- Description of Homeownership Programs, if applicable

Optional Attachments:

- PHA Management Organizational Chart
 FY 2009 Capital Fund Program 5 Year Action Plan
 Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)

- Other (List below, providing each attachment name)

Required Attachments:

- Admissions Policy for Deconcentration – **Attachment A**
 FY 2009 Capital Fund Program Annual Statement – **Attachment B**
 Most recent board-approved operating budget – **Attachment C**
 List of Resident Advisory Board Members – **Attachment D**
 List of Resident Board Member – **Attachment E**
 Community Service Description of Implementation/Policy – **Attachment F**
 Information on Pet Policy – **Attachment G**
 Description of Homeownership Programs – **Attachment H**

Optional Attachments:

- PHA Management Organizational Chart – **Attachment I**
 FY 2009 Capital Fund Program 5 Year Action Plan – **Attachment J**
 Public Housing Drug Elimination Program (PHDEP) Plan
 Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) – **Attachment K**
 Other (List below, providing each attachment name)
 - Annual Performance and Evaluation Reports (P&E)-**Attachment L**
 - Maintenance Plan (includes Pest Control Policy) – **Attachment M**
 - Lease Agreement – **Attachment N**
 - Rent Collection Policy – **Attachment O**
 - Disposition Policy – **Attachment P**
 - Section 3 Policy – **Attachment Q**
 - Procurement Procedures and Practices Manual/Plan – **Attachment R**
 - Procurement Policy – **Attachment S**
 - Vehicle Use Policy – **Attachment T**
 - Mobile Telephone Use Policy – **Attachment U**
 - Optional Public Housing Asset Management Table – **Attachment V**
 - HUD MOA – **Attachment W**
 - Certifications – **Attachment X**
 - Public Comments

Supporting Documents Available for Review

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

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	eradication of pest infestation (including cockroach infestation)	
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
X	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	9121	5	5	5	5	4	1
Income >30% but <=50% of AMI	1177	4	4	3	3	5	1
Income >50% but <80% of AMI	107	3	3	4	3	5	1
Elderly	110	1		1	1	1	1
Families with Disabilities	1821	4	4	3	4	2	2
Race/Ethnicity (Af. Amer)	10,047	3	3	3	3	4	1
Race/Ethnicity (Hisp.)	130	5	4	4	3	4	1
Race/Ethnicity (Asi)	3	5	4	4	3	4	1
Race/Ethnicity (Cauc.)	154	3	4	4	3	4	1

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

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

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

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

Housing Needs of Families on the Waiting List SECTION 8 Data Source: Admissions Department (EMPHASYS Reports-Withdrawn Applicants-Conventional, Eligibility Report, Report of Move-ins by Development and Bedroom Size)Housing Needs of Families on the Waiting List			
Waiting list type: (select one) <input checked="" type="checkbox"/> Section 8 tenant-based assistance <input type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	9,649		N/A
Extremely low income <=30% AMI	8,392	87%	
Very low income (>30% but <=50% AMI)	1072	12%	
Low income (>50% but <80% AMI)	103	1%	
Families with children	N/A		
Elderly families	376	4%	
Families with Disabilities	1,644	17%	
Race/ethnicity (African American)	9,245	96%	
Race/ethnicity (Hisp.)	119	2%	
Race/ethnicity (Asi.)	3	.31%	
Race/ethnicity (Caucasian)	141	2%	

Housing Needs of Families on the Waiting List SECTION 8 Data Source: Admissions Department (EMPHASYS Reports-Withdrawn Applicants-Conventional, Eligibility Report, Report of Move-ins by Development and Bedroom Size)Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: How long has it been closed (# of months)? 11 months Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List PUBLIC HOUSING Data Source: Admissions Department (EMPHASYS Reports-Withdrawn Applicants-Conventional, Eligibility Report, Report of Move-ins by Development and Bedroom Size)Housing Needs of Families on the Waiting List			
Waiting list type: (select one) <input type="checkbox"/> Section 8 tenant-based assistance <input checked="" type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	838		
Extremely low income <=30% AMI	729	86.99%	

Housing Needs of Families on the Waiting List PUBLIC HOUSING Data Source: Admissions Department (EMPHASYS Reports-Withdrawn Applicants-Conventional, Eligibility Report, Report of Move-ins by Development and Bedroom Size)Housing Needs of Families on the Waiting List			
Very low income (>30% but <=50% AMI)	105	12.53%	
Low income (>50% but <80% AMI)	4	0.48%	
Families with children	413	49%	
Elderly families	55	7%	
Families with Disabilities	177	21%	
Race/ethnicity (African American)	802	96%	
Race/ethnicity (Hisp.)	11	1%	
Race/ethnicity (Asi.)	0	0%	
Race/ethnicity (Caucasian)	13	2%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	420	50%	
2 BR	244	29%	
3 BR	125	15%	
4 BR	39	5%	
5 BR	10	1%	
5+ BR	0	0%	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

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

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

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

Select all that apply

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

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

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

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

Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2008 grants)	\$20,703,723	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
a) Public Housing Operating Fund	8,066,887	
b) Public Housing Capital Fund	4,640,817	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	7,996,019	
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)	4,144,347.92	
Capital Fund – 2007	3,790,667	Capital Needs
Capital Fund – 2006	42,446.67	Capital Needs
Capital Fund – 2005	311,234.25	Capital Needs
Capital Fund – 2004	0	Capital Needs
3. Public Housing Dwelling Rental Income	2,650,00	Public Housing Operations
4. Other income (list below)		
4. Non-federal sources (list below)	31,680	
	31,680	Public Housing
Total resources	27,529,750.92	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

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

At the time of initial application.

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

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

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

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

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

(2) Waiting List Organization

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

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

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

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

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

1. How many site-based waiting lists will the PHA operate in the coming year? 8

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

If yes, how many lists?

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

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

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

(3) Assignment

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

- One
- Two
- Three or More

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

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

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

- Catastrophic National Emergency
- Disaster

➤ Government Action

c. Preferences

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

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

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

Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence

Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

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

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

(6) Deconcentration and Income Mixing

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

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

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

Adoption of site-based waiting lists
If selected, list targeted developments below:

Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

Employing new admission preferences at targeted developments
If selected, list targeted developments below:

Other (list policies and developments targeted below)

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

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

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

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

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

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

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

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- Criminal or drug-related activity only to the extent required by law or regulation
 - Criminal and drug-related activity, more extensively than required by law or regulation
 - More general screening than criminal and drug-related activity (list factors below)
 - Other (list below)
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
 - Other (describe below)
- Tenants last known Section 8 Landlord's name and address**

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- None
 - Federal public housing
 - Federal moderate rehabilitation
 - Federal project-based certificate program
 - Other federal or local program (list below)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- PHA main administrative office
 - Other (list below)

(3) Search Time

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

If yes, state circumstances below:

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

(4) Admissions Preferences

- a. Income targeting

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

- b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

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

Other preferences (select all that apply)

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

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

Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

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

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

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

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

1. A "hardship request" shall be available to residents who claim they are unable to pay the established minimum rent. Hardship criteria shall include the following situations:

- The household has lost eligibility to or is awaiting an eligibility determination for a federal, state or local assistance program;
- The family would be evicted as a result of the imposition of the minimum rent;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred;
- Other circumstances determined by GHA.

2. A household will be exempt from paying minimum rent upon satisfactory documentation that the hardship described above is of a long term basis. If exempted such exemption will be effective retroactively to the date of the request of the hardship.

3. If the "hardship" is temporary (less than 90 days) then the household will not be exempt from the minimum rent requirement and shall be responsible for full payment of minimum rent. However, a non-payment of rent eviction procedure will not be initiated during the period of "temporary" hardship. (within 90 days from the date of the request for hardship)

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

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

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

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

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

- For household heads
 For other family members
 For transportation expenses
 For the non-reimbursed medical expenses of non-disabled or non-elderly families
 Other (describe below)

e. Ceiling rents

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

- Yes for all developments
 Yes but only for some developments
 No

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

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

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

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

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)
- Never
 - At family option
 - Any time the family experiences an income increase
 - Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
 - Other (list below)
- g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)
- The section 8 rent reasonableness study of comparable housing
 - Survey of rents listed in local newspaper
 - Survey of similar unassisted units in the neighborhood
 - Other (list/describe below)

The PHA shall consider:

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

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

- a. What is the PHA's payment standard? (select the category that best describes your standard)
- At or above 90% but below 100% of FMR
 - 100% of FMR
 - Above 100% but at or below 110% of FMR
 - Above 110% of FMR (if HUD approved; describe circumstances below)
- b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

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

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

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

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

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- An organization chart showing the PHA’s management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers	1,158	120
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	53	5
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

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

(1) Public Housing Maintenance and Management: (list below)

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

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

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

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

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

- PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

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

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment **B: P & E Report**

-or-

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

(2) Optional 5-Year Action Plan

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

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

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment **J: Five-year Action Plan**

-or-

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

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

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

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

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

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

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: Ivanhoe Gardens
1b. Development (project) number: IN 11-02

2. Activity type: Demolition <input checked="" type="checkbox"/> Approved Disposition <input checked="" type="checkbox"/> Will work with HUD on disposition options
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(03/2007 Approved for Demolition)</u>
5. Number of units affected: 317
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: To be determined with HUD b. Projected end date of activity: To be determined with HUD

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

Demolition/Disposition Activity Description
1a. Development name: Dorie Miller 1b. Development (project) number: IN 11-05
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> Will work with HUD on disposition options
3. Application status (select one) Approved <input type="checkbox"/>

Submitted, pending approval <input type="checkbox"/>
Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(To be determined)</u>
5. Number of units affected: 270
6. Coverage of action (select one)
<input checked="" type="checkbox"/> Part of the development
<input type="checkbox"/> Total development
7. Timeline for activity:
a. Actual or projected start date of activity: To be determined with HUD
b. Projected end date of activity: To be determined with HUD

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

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

7. Timeline for activity:
- a. Actual or projected start date of activity: To be determined with HUD
 - b. Projected end date of activity: To be determined with HUD

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

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

[24 CFR Part 903.7 9 (i)]

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

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

2. Activity Description

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

Designation of Public Housing Activity Description	
1a. Development name:	Genesis Towers High-Rise
1b. Development (project) number:	IN 11-25
2. Designation type:	Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	<u>(To be determined)</u>
5. If approved, will this designation constitute a (select one)	<input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	
7. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description	
1a. Development name:	Al Thomas High-Rise
1b. Development (project) number:	IN 11-24
2. Designation type:	Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	<u>(To be determined)</u>
5. If approved, will this designation constitute a (select one)	<input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	170
7. Coverage of action (select one)	

<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Carolyn B. Mosby High-Rise 1b. Development (project) number: IN 11-11
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (To be determined)
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 142
7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Glen Park High-Rise 1b. Development (project) number: IN 11-07
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (To be determined)
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 128
7. Coverage of action (select one)

<input checked="" type="checkbox"/> Part of the development
<input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

2. Activity Description

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

Conversion of Public Housing Activity Description	
1a. Development name: Delaney West	
1b. Development (project) number: 11-4	
2. What is the status of the required assessment?	
<input checked="" type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)	
3. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	
<input checked="" type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway	

<p>5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)</p> <p><input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: _____)</p> <p><input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____)</p> <p><input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)</p> <p><input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent</p> <p><input checked="" type="checkbox"/> Requirements no longer applicable: site now has less than 300 units</p> <p><input type="checkbox"/> Other: (describe below)</p>
<p>Conversion of Public Housing Activity Description</p>
<p>1a. Development name: Dorie Miller</p> <p>1b. Development (project) number: 11-5</p>
<p>2. What is the status of the required assessment?</p> <p><input checked="" type="checkbox"/> Assessment underway</p> <p><input type="checkbox"/> Assessment results submitted to HUD</p> <p><input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question)</p> <p><input type="checkbox"/> Other (explain below)</p>
<p>3. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)</p>
<p>4. Status of Conversion Plan (select the statement that best describes the current status)</p> <p><input checked="" type="checkbox"/> Conversion Plan in development</p> <p><input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY)</p> <p><input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY)</p> <p><input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway</p>
<p>5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)</p> <p><input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: _____)</p> <p><input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____)</p> <p><input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)</p> <p><input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent</p> <p><input checked="" type="checkbox"/> Requirements no longer applicable: site now has less than 300 units</p> <p><input type="checkbox"/> Other: (describe below)</p>

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: HOPE Homeownership Program 1b. Development (project) number: IN36P011029
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval

<input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (11/25/2002)
5. Number of units affected: 13
6. Coverage of action: (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

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

2. Program Description:

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

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

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? DD/MM/YY

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

- Client referrals
 Information sharing regarding mutual clients (for rent determinations and otherwise)
 Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
 Jointly administer programs
 Partner to administer a HUD Welfare-to-Work voucher program
 Joint administration of other demonstration program
 Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

- Public housing rent determination policies
 Public housing admissions policies
 Section 8 admissions policies
 Preference in admission to section 8 for certain public housing families
 Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
 Preference/eligibility for public housing homeownership option participation
 Preference/eligibility for section 8 homeownership option participation
 Other policies (list below)

b. Economic and Social self-sufficiency programs

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

Sufficiency Programs. The position of the table may be altered to facilitate its use).

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Back to God Movement Meal Service Program	130	Specific Criteria	Delaney, Dorie Miller, Miller Heights	PH
Financial Literacy	13	Specific Criteria	City of Gary's Homeownership Opportunity Network	PH
Gary Community School Corporation-Adult Basic Education Program		Specific Criteria	Delaney - CISCO Lab	PH
Youth Services Bureau-Lunch Program	200	Specific Criteria	Concord Village, Colonial Gardens, Duneland Village, Horace Mann Apts.	PH
GED-Gary Community School Corp Adult Basic Education Program	12	Specific Criteria	CISCO Lab	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2009 Estimate)	Actual Number of Participants (As of: 03/31/08)
Public Housing	N/A	N/A
Section 8	75	None

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
 If no, list steps the PHA will take below:
Reduce the program to size 25.

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

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

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

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

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

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

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

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority

- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

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

All

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

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

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

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

All

C. Coordination between PHA and the police

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

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

MOA requires an agreement identifying baseline services.

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

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

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

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

- 1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating,

capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

- Not applicable
- Private management
- Development-based accounting
- Comprehensive stock assessment
- Other: (list below)

3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

- Attached at Attachment: **K Resident/Public Comments**
- Provided below:

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

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

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

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

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

3. Description of Resident Election Process

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

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

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

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

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here)

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

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

Other: (list below)

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

D. Other Information Required by HUD

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

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

The Gary Housing Authority defines substantial deviation as follows:

- **A change in overall GHA policy that negatively impacts rent paid by residents, or allowances received, that is not prompted by HUD regulatory or legislative decree;**
- **A change in the annual plan goals or objectives that impacts more than 40% of the Capital Fund, or cumulative Financial Resources identified in the Financial Resources Section of this Plan.**
- **Changes are made to our rent or admission policies or our waiting list**
- **There are changes in our demolition or disposition designation, or changes in our homeownership program or conversion activities**

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

Attachments

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

PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 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	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost

**Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule**

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)

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

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

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

ATTACHMENT A

PUBLIC HOUSING

ADMISSION DECONCENTRATION POLICY

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

HOUSING NEEDS:

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

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

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

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

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

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

STEPS FOR IMPLEMENTATION:

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

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

FAIR HOUSING REQUIREMENTS:

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

CIVIL RIGHTS REQUIREMENTS:

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

DECONCENTRATION POLICY

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

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

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

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

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:		Grant Type and Number Capital Fund Program Grant No: _____ Date of CFFP: _____		Replacement Housing Factor Grant No: _____	
				FFY of Grant: _____ FFY of Grant Approval: _____	
Type of Grant					
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: _____)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> 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)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				
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)				
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				

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 I: Summary				
PHA Name:		Grant Type and Number Capital Fund Program Grant No: _____ Replacement Housing Factor Grant No: _____ Date of CFFP: _____		FFY of Grant: _____ FFY of Grant Approval: _____
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹
		Original	Revised ²	Obligated Expended
Signature of Executive Director		Date	Signature of Public Housing Director	
			Date	

RESOLUTION NO. 2008-2065

**A RESOLUTION TO ADOPT THE FISCAL YEAR 2008-09 OPERATING
BUDGET FOR THE LOW-RENT HOUSING PROGRAM**

WHEREAS, the Housing Authority of the City of Gary, IN (GHA) is required to submit to the United States Department of Housing and Urban Development (HUD) an annual operating budget summarizing the proposed receipts and expenditures for the fiscal year 2009 (April 1 through March 31, 2009), and

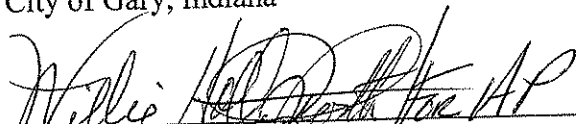
WHEREAS, the GHA Board of Commissioners has reviewed the Operating Subsidy Calculation and proposed Operating Budget for the period referenced above, therefore, be it

RESOLVED, That the Board of Commissions of the Housing Authority of the City of Gary, Indiana, a quorum being present, do hereby approve the Resolution to Adopt the attached Operating Subsidy Calculation and Operating Budget for the Low-Rent Housing Program for Fiscal Year 2008-09.

Approved and adopted this 21st day of August 2008.


Margo Richmond, Chairperson

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


Alfreda Peterson, Secretary-Treasurer

Gary Housing Authority
Asset Based Management Budget FYE 2009

LINE ITEM	ACCT #	DESCRIPTION	Combined COCC & AMPs PROPOSED BUDGET	COCC PROPOSED BUDGET	Combined AMPs PROPOSED BUDGET
OPERATING INCOME					
TENANT REVENUE					
		GROSS POTENTIAL RENT		0	
		LESS: VACANCY LOSS		0	3,704,112
703	3110	NET TENANT RENTAL REVENUE (1)	3,704,112	0	3,704,112
704	3422	TENANT REVENUE - OTHER	31,680	0	31,680
		TENANT REVENUE - EXCESS UTILITY (2)	116,365	0	116,365
		MANAGEMENT FEES - HCV (3)	270,000	270,000	
		MANAGEMENT FEES - CFP (3)	460,000	460,000	
		MANAGEMENT FEES - AMPs	791,068	791,068	
		BOOKKEEPING FEES - AMPs	128,977	128,977	
		ASSET MANAGEMENT FEES - AMPs	201,600	201,600	
706	3401	NET HUD OPERATING SUBSIDY (1)	6,394,214		6,394,214
		HUD PHA OPERATING GRANT (CFP)	920,000	0	920,000
708	3404	OTHER GOVERNMENT GRANTS	0	0	
711	3430	INVESTMENT INCOME - UNRESTRICTED	0	0	
714	3450	FRAUD RECOVERY	0	0	
715	3480	OTHER REVENUE	0	0	0
720	3431	INVESTMENT INCOME - RESTRICTED	1	1	0
700		TOTAL REVENUES	13,018,018	1,851,646	11,166,372
OPERATING EXPENDITURES					
ADMINISTRATIVE					
911	4110	ADMINISTRATIVE SALARIES (4) (5)	929,853	588,048	341,805
914	4181	COMPENSATED ABSENCES (5)	164,091	103,773	60,318
915	4182	EMPLOYEE BENEFITS - ADMINISTRATIVE	437,578	276,728	160,850
912	4171	AUDITING FEES (6)	100,000	20,000	80,000
		MANAGEMENT FEES (7) (8)	1,273,576	482,508	791,068
		BOOKKEEPING FEES (7)	128,977		128,977
		ASSET MANAGEMENT FEES (7)	201,600	0	201,600
		OFFICE EXPENSE (Including PEO Fees)	58,805	58,805	0
		LEGAL EXPENSE (9)	243,850	243,850	0
		TRAVEL	25,000	25,000	0
916	4190	OTHER	165,000	165,000	
		TOTAL ADMINISTRATIVE	3,728,329	1,963,712	1,764,617
TENANT SERVICES					
921	4210	SALARIES	0	0	0
923	4222	EMPLOYEE BENEFITS - TENANT SERVICES	0	0	0
924	4230	OTHER (10)	81,453	0	81,453
		TOTAL TENANT SERVICES	81,453	0	81,453
UTILITIES					
931	4310	WATER (11)	927,192	2,500	924,692
932	4320	ELECTRICITY (11)	1,010,415	5,600	1,004,815
933	4330	NATURAL GAS (11)	2,344,242	5,600	2,338,642
938	4390	SEWER AND OTHER (11)	610,409	5,693	604,716
		TOTAL UTILITIES	4,892,258	19,393	4,872,865
ORDINARY MAINT & OPERATIONS					
941	4410	LABOR (12)	1,044,704	0	1,044,704
914	4181	COMPENSATED ABSENCES (12)	184,360		184,360
945	4433	EMPLOYEE BENEFITS - MAINTENANCE	491,626	0	491,626
942	4420	MATERIALS (13)	381,924	0	381,924
		CONTRACT COSTS (13)	289,447	0	289,447
		GARBAGE & TRASH	1,500	1,500	0
		COOLING/AIR CONDITIONING	0	0	0
UNDER CURRENT REVIEW FOR REVISIONS BY HUD					

**Gary Housing Authority
Asset Based Management Budget FYE 2009**

LINE ITEM	ACCT #	DESCRIPTION	Combined COCC & AMPs PROPOSED BUDGET	COCC PROPOSED BUDGET	Combined AMPs PROPOSED BUDGET
		ELEVATOR MAINTENANCE	0	0	0
		LANDSCAPE & GROUNDS	0	0	0
		UNIT TURNAROUNDS	0	0	0
		ELECTRICAL	0	0	0
		PLUMBING	0	0	0
		EXTERMINATION	1,000	1,000	0
		JANITORIAL	25,000	25,000	0
		ROUTINE MAINTENANCE	0	0	0
943	4430	OTHER MISCELLANEOUS CONTRACT COSTS	5,000	5,000	0
		TOTAL ORDINARY MAINT & OPERATIONS	2,424,561	32,500	2,392,061
		PROTECTIVE SERVICES (14)			0
952	4480	PROTECTIVE SERVICES CONTRACT COSTS	400,388	28,000	372,388
		PROTECTIVE SERVICES OTHER	0	0	0
		TOTAL PROTECTIVE SERVICES	400,388	28,000	372,388
		INSURANCE			
		PROPERTY	857,645	0	857,645
		GENERAL LIABILITY	0	0	0
		WORKERS COMPENSATION	0	0	0
961	4510	OTHER INSURANCE	25,000	25,000	0
		TOTAL INSURANCE EXPENSES	882,645	25,000	857,645
		GENERAL EXPENSES			
962	4590	OTHER GENERAL EXPENSES	15,914	0	15,914
914	4181	COMPENSATED ABSENCES	0	0	0
963	4570	PAYMENTS IN LIEU OF TAXES	0	0	0
964	4571	BAD DEBTS	153,831	0	153,831
		SEVERANCE EXPENSE	297,130	89,344	207,786
		TOTAL GENERAL EXPENSES	466,874	89,344	377,530
969		TOTAL OPERATING EXPENDITURES	12,876,508	2,157,949	10,718,559
970		CASH FLOW FROM OPERATIONS	141,510	(306,303)	447,813
		OTHER FINANCIAL ITEMS-SOURCES & (USES)			
		OPERATING TRANSFERS IN	0		(110,000)
		OPERATING TRANSFERS OUT		0	110,000
		INTER-AMP EXCESS TRANSFER IN		0	(225,000)
		INTER-AMP EXCESS TRANSFER OUT		0	225,000
		TRANSFERS FROM PROGRAM TO AMP		0	(595,000)
		TRANSFERS FROM AMP TO PROGRAM		0	595,000
		HUD GRANTS - CAPITAL CONTRIBUTIONS		0	0
		DEBT SERVICE PAYMENT - INTEREST		0	0
		DEBT SERVICE PAYMENT - PRINCIPAL		0	0
971	4610	EXTRAORDINARY MAINTENANCE		0	0
		CAPITAL EXPENDITURES		0	0
973	4715	HOUSING ASSISTANCE PAYMENTS		0	0
		OTHER ITEMS		0	0
		TOTAL OTHER EXPENSES	0	0	0
900		TOTAL EXPENDITURES	12,876,508	2,157,949	10,718,559
		NET CASH FLOW	141,510	(306,303)	447,813
UNDER CURRENT REVIEW FOR REVISIONS BY HUD					

**Gary Housing Authority
FYE 2009 AMP Budgets**

LINE	ACCT	DESCRIPTION	Combined AMP PROPOSED BUDGET 1864	AMP #1		AMP #2		AMP #3			AMP #4	Scattered Sites (various)
				Genesis Towers	Carolyn Mosby	Scattered Sites (Broadway)	Scattered Sites (Gary Honor)	Al Thomas Highrise	AMP #3 Total	Glen Park High Rise		
			1864	152	142	24	28	372	220	128	21	
				2.62%	2.62%	1.29%	1.88%	8.12%		6.87%	1.63%	
				2.62%	2.62%	1.69%	2.11%	4.68%		3.21%	1.19%	
OPERATING INCOME												
TENANT REVENUE												
		GROSS POTENTIAL RENT										
		LESS: VACANCY LOSS										
703.00	3110.00	NET TENANT RENTAL REVENUE	3,704,112	492,698	344,339	65,847	71,334	466,414	603,595	325,251	29,927	
704.00	3422.00	TENANT REVENUE - OTHER - CFP	0									
		TENANT REVENUE - EXCESS UTILITY	116,365									
		TENANT REVENUE - MAINTENANCE	0									
		TENANT REVENUE - LATE CHARGES	0									
		GROSS POTENTIAL SUBSIDY	0									
		Less: VACANCY LOSS	0									
		Less: PRORATION AMOUNT	0									
706.00	3401.00	NET OPERATING SUBSIDY	6,394,214	379,065	317,844	74,101	80,276	524,879	679,256	294,488	62,343	
		HUD PHA OPERATING GRANT (CFP/58)	920,000				0					
708	3404	OTHER GOVERNMENT GRANTS	0									
711	3430	INVESTMENT INCOME - UNRESTRICTED	0									
714	3450	FRAUD RECOVERY	0									
715	3480	OTHER REVENUE	31,680									
720	3431	INVESTMENT INCOME - RESTRICTED	0									
700		TOTAL REVENUES	11,169,372	811,763	662,183	139,947	151,610	991,293	1,282,850	619,739	92,270	
OPERATING EXPENDITURES - (Alloc. By Unit)												
ADMINISTRATIVE												
911	4110	ADMINISTRATIVE SALARIES	341,805	37,064	25,500	4,043	4,380	28,640	37,064	37,064	3,150	
914	4181	COMPENSATED ABSENCES	60,318	6,341	4,500	714	773	5,054	6,541	6,541	556	
915	4162	EMPLOYEE BENEFITS - ADMINISTRATIVE	160,850	17,442	12,000	1,903	2,061	13,478	17,442	17,442	1,482	
912	4171	AUDITING FEES	80,000	6,009	6,094	1,030	1,116	7,296	9,442	5,494	901	
		MANAGEMENT FEES	791,068	66,792	72,864	11,009	11,926	77,980	100,915	68,448	9,274	
		BOOKKEEPING FEES	128,977	10,890	11,880	1,795	1,944	12,714	16,453	11,160	1,512	
		ASSET MANAGEMENT FEES	201,600	16,800	15,840	2,880	3,120	20,400	26,400	14,880	0	
		ADVERTISING & MARKETING	0	0	0	0	0	0	0	0	0	
		OFFICE EXPENSE	0	0	0	0	0	0	0	0	0	
		LEGAL EXPENSE	0	0	0	0	0	0	0	0	0	
		TRAVEL	0	0	0	0	0	0	0	0	0	
916	4190	OTHER	0	0	0	0	0	0	0	0	0	
		TOTAL ADMINISTRATIVE	1,764,612	161,532	148,678	23,374	25,321	165,562	214,256	161,028	16,875	
TENANT SERVICES (Alloc. By Bedrooms)												
921	4210	SALARIES										
923	4222	EMPLOYEE BENEFITS - TENANT SERVICES										
924	4230	OTHER	81,453	2,972	3,142	1,274	1,719	3,630	6,623	2,622	1,422	
		TOTAL TENANT SERVICES	81,453	2,972	3,142	1,274	1,719	3,630	6,623	2,622	1,422	
UTILITIES - (Alloc. By Bedrooms)												
931	4310	WATER	924,692	33,739	35,667	14,460	19,520	41,210	75,190	29,763	16,147	
932	4320	ELECTRICITY	1,004,815	36,663	38,758	15,713	21,212	44,781	81,705	32,342	17,546	
933	4330	NATURAL GAS	2,338,642	85,330	90,206	36,570	49,369	104,224	190,163	75,273	40,836	
938	4390	SEWER AND OTHER	604,716	22,064	23,325	9,456	12,766	26,950	49,172	19,464	10,559	
		TOTAL UTILITIES	4,872,865	177,795	187,955	76,198	102,867	217,164	396,230	156,841	85,088	
ORDINARY MAINT & OPERATIONS (Allocated by B)												
941	4410	LABOR	1,044,704	38,118	40,296	16,336	22,054	46,558	84,949	33,625	18,242	
914	4181	COMPENSATED ABSENCES	184,360	6,727	7,111	2,883	3,892	8,216	14,991	5,934	3,219	
945	4433	EMPLOYEE BENEFITS - MAINTENANCE	491,626	38,308	25,578	4,499	4,874	31,870	41,244	25,578	7,826	
942	4420	MATERIALS	381,924	13,935	14,731	5,972	8,063	17,021	31,056	12,293	6,669	
		CONTRACT COSTS	289,447	10,561	11,165	4,526	6,110	12,900	23,536	9,316	5,054	
		GARBAGE & TRASH	0	0	0	0	0	0	0	0	0	
		COOLING/AIR CONDITIONING	0	0	0	0	0	0	0	0	0	
		ELEVATOR MAINTENANCE	0	0	0	0	0	0	0	0	0	
		LANDSCAPE & GROUNDS	0	0	0	0	0	0	0	0	0	
		UNIT TURNAROUNDS	0	0	0	0	0	0	0	0	0	
		ELECTRICAL	0	0	0	0	0	0	0	0	0	
		PLUMBING	0	0	0	0	0	0	0	0	0	
		EXTERMINATION	0	0	0	0	0	0	0	0	0	
		JANITORIAL	0	0	0	0	0	0	0	0	0	
		ROUTINE MAINTENANCE	0	0	0	0	0	0	0	0	0	
943	4430	OTHER MISCELLANEOUS CONTRACT COSTS	0	0	0	0	0	0	0	0	0	
		TOTAL ORDINARY MAINT & OPERATIONS	2,392,061	107,648	98,881	34,217	44,993	116,565	195,775	86,747	41,010	
PROTECTIVE SERVICES (Alloc. By Unit)												
952	4480	PROTECTIVE SERVICES CONTRACT COSTS	372,388	13,587	14,364	5,823	7,861	16,596	30,280	11,986	6,502	
		PROTECTIVE SERVICES OTHER	0	0	0	0	0	0	0	0	0	
		TOTAL PROTECTIVE SERVICES	372,388	13,587	14,364	5,823	7,861	16,596	30,280	11,986	6,502	
INSURANCE (Alloc. By Bedrooms)												
		PROPERTY	857,645	31,293	33,081	13,411	18,105	38,222	69,738	27,605	14,976	
		GENERAL LIABILITY	0	0	0	0	0	0	0	0	0	
		WORKERS COMPENSATION	0	0	0	0	0	0	0	0	0	
961	4510	OTHER INSURANCE	0	0	0	0	0	0	0	0	0	
		TOTAL INSURANCE EXPENSES	857,645	31,293	33,081	13,411	18,105	38,222	69,738	27,605	14,976	
GENERAL EXPENSES (Alloc. By Bedrooms)												
962	4590	OTHER GENERAL EXPENSES	15,914	581	614	249	336	709	1,294	512	278	
914	4181	COMPENSATED ABSENCES	0	0	0	0	0	0	0	0	0	
963	4570	PAYMENTS IN LIEU OF TAXES	0	0	0	0	0	0	0	0	0	
964	4571	BAD DEBTS	153,831	5,613	5,934	2,405	3,247	6,856	12,509	4,951	2,686	
		SEVERANCE EXPENSE	207,786	11,737	10,096	3,029	3,907	11,526	18,462	11,091	3,152	
		TOTAL GENERAL EXPENSES	377,530	17,930	16,643	5,684	7,491	19,090	32,265	16,555	6,116	
969		TOTAL OPERATING EXPENDITURES	10,718,559	512,763	502,744	159,980	208,357	576,830	935,167	463,383	171,990	
970		CASH FLOW FROM OPERATIONS	447,813	299,000	159,439	(20,033)	(56,748)	414,463	337,683	156,356	(79,720)	
OTHER FINANCIAL ITEMS-SOURCES & (USES)												
		OPERATING TRANSFERS IN	(110,000)	0	0	0	0	0	0	0	0	
		OPERATING TRANSFERS OUT	110,000	0	0	0	0	0	0	0	0	
		INTER-AMP EXCESS TRANSFER IN	(225,000)	0	0	(33,000)	(72,000)	(105,000)	(105,000)	0	0	
		INTER-AMP EXCESS TRANSFER OUT	225,000	0	0	0	0	155,000	155,000	0	0	
		TRANSFERS FROM PROGRAM TO AMP	(595,000)	0	0	0	0	0	0	0	0	
		TRANSFERS FROM AMP TO PROGRAM	595,000	230,000	105,000	1,000	0	180,000	181,000	79,000	0	
		HUD GRANTS - CAPITAL CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	
		DEBT SERVICE PAYMENT - INTEREST	0	0	0	0	0	0	0	0	0	
		DEBT SERVICE PAYMENT - PRINCIPAL	0	0	0	0	0	0	0	0	0	
971	4610	EXTRAORDINARY MAINTENANCE	0	0	0	0	0	0	0	0	0	
		CAPITAL EXPENDITURES	0	0	0	0	0	0	0	0	0	
973	4715	HOUSING ASSISTANCE PAYMENTS	0	0	0	0	0	0	0	0	0	
		OTHER ITEMS	0	0	0	0	0	0	0	0	0	
		TOTAL OTHER EXPENSES	0	230,000	105,000	(32,000)	(72,000)	335,000	231,000	79,000	0	
900		TOTAL EXPENDITURES	10,718,559	742,763	607,744	127,980	136,357	911,830	1,176,167	542,383	171,990	
		NET CASH FLOW	447,813	69,000	54,439	(11,967)	(15,285)	79,463	106,683	77,356	(79,720)	
		Asset Management Fee Eligibility	Not Elig	Asset Fee Elig	Asset Fee Elig	Asset Fee Elig	Asset Fee Elig	Asset Fee Elig	Asset Fee Elig	Asset Fee Elig	Asset Fee Elig	Not Elig
		MINIMUM NET AMT. REQUIRED TO CASH FLOW	\$893,213	\$61,897	\$50,645	\$10,665	\$11,363	\$75,986	\$98,014	\$45,199	\$14,332	
		VARIANCE REQUIRED TO CASH FLOW	\$445,401	-\$7,103	-\$3,793	-\$1,302	-\$3,889	-\$3,477	-\$8,669	-\$32,157	-\$94,053	

**Gary Housing Authority
FYE 2009 AMP Budgets**

LINE ITEM	ACCT #	DESCRIPTION	AMP #10				
			AMP #9 Total	Miller Heights	East Point	Doris Miller	AMP #10 Total
			152	65	79	288	293
				2.85%	3.78%	14.38%	
				3.81%	6.45%	17.69%	
OPERATING INCOME							
TENANT REVENUE							
GROSS POTENTIAL RENT							
LESS: VACANCY LOSS							
703.00	3110.00	NET TENANT RENTAL REVENUE	330,850	75,171	95,672	366,286	537,128
704.00	3422.00	TENANT REVENUE - OTHER - CFP					
		TENANT REVENUE - EXCESS UTILITY					
		TENANT REVENUE - MAINTENANCE					
		TENANT REVENUE - LATE CHARGES					
GROSS POTENTIAL SUBSIDY							
Less: VACANCY LOSS							
Less: PRORATION AMOUNT							
706.00	3401.00	NET OPERATING SUBSIDY	515,240	194,466	247,505	947,589	1,389,561
		HUD PHA OPERATING GRANT (CFP/58)	311,000	62,000	107,000	406,000	575,000
708	3404	OTHER GOVERNMENT GRANTS					
711	3430	INVESTMENT INCOME - UNRESTRICTED					
714	3450	FRAUD RECOVERY					
715	3480	OTHER REVENUE					
720	3431	INVESTMENT INCOME - RESTRICTED	0				0
700 TOTAL REVENUES			1,157,091	331,638	450,176	1,719,875	2,501,690
OPERATING EXPENDITURES - (Alloc. By Unit)							
ADMINISTRATIVE							
911	4110	ADMINISTRATIVE SALARIES	37,064	8,097	10,305	39,453	57,855
914	4181	COMPENSATED ABSENCES	6,541	1,420	1,819	6,962	10,210
915	4182	EMPLOYEE BENEFITS - ADMINISTRATIVE	17,442	3,810	4,849	18,566	27,226
912	4171	AUDITING FEES	6,852	2,361	3,004	11,502	16,867
		MANAGEMENT FEES	52,528	19,430	24,730	95,386	139,546
		BOOKKEEPING FEES	8,564	3,168	4,032	15,552	22,752
		ASSET MANAGEMENT FEES	18,600	6,600	8,400	32,160	47,160
		ADVERTISING & MARKETING	0	0	0	0	0
		OFFICE EXPENSE	0	0	0	0	0
		LEGAL EXPENSE	0	0	0	0	0
		TRAVEL	0	0	0	0	0
916	4190	OTHER	0	0	0	0	0
TOTAL ADMINISTRATIVE			147,392	44,895	57,139	219,581	321,615
TENANT SERVICES (Alloc. By Bedrooms)							
921	4210	SALARIES					
923	4222	EMPLOYEE BENEFITS - TENANT SERVICES					
924	4230	OTHER	10,635	3,184	4,437	14,329	21,950
TOTAL TENANT SERVICES			10,635	3,184	4,437	14,329	21,950
UTILITIES - (Alloc. By Bedrooms)							
931	4310	WATER	120,738	36,149	50,368	162,671	249,187
932	4320	ELECTRICITY	131,199	39,281	54,732	176,766	270,779
933	4330	NATURAL GAS	305,358	91,425	127,385	411,411	630,220
938	4390	SEWER AND OTHER	78,958	23,640	32,939	106,381	162,960
TOTAL UTILITIES			636,254	190,495	265,423	857,228	1,313,146
ORDINARY MAINT & OPERATIONS (Allocated by B)							
941	4410	LABOR	136,408	40,841	56,905	183,783	281,528
914	4181	COMPENSATED ABSENCES	24,072	7,207	10,042	32,432	49,681
945	4433	EMPLOYEE BENEFITS - MAINTENANCE	42,339	15,370	19,561	74,892	109,823
942	4420	MATERIALS	49,868	14,931	20,803	67,188	102,921
CONTRACT COSTS							
		GARBAGE & TRASH	0	0	0	0	0
		COOLING/AIR CONDITIONING	0	0	0	0	0
		ELEVATOR MAINTENANCE	0	0	0	0	0
		LANDSCAPE & GROUNDS	0	0	0	0	0
		UNIT TURNOVER	0	0	0	0	0
		ELECTRICAL	0	0	0	0	0
		PLUMBING	0	0	0	0	0
		EXTERMINATION	0	0	0	0	0
		JANITORIAL	0	0	0	0	0
		ROUTINE MAINTENANCE	0	0	0	0	0
943	4430	OTHER MISCELLANEOUS CONTRACT COSTS	0	0	0	0	0
TOTAL ORDINARY MAINT & OPERATIONS			290,489	89,663	123,077	409,214	621,954
PROTECTIVE SERVICES (Alloc. By Unit)							
952	4480	PROTECTIVE SERVICES CONTRACT COSTS	48,623	14,558	20,284	65,510	100,352
		PROTECTIVE SERVICES OTHER	0	0	0	0	0
TOTAL PROTECTIVE SERVICES			48,623	14,558	20,284	65,510	100,352
INSURANCE (Alloc. By Bedrooms)							
		PROPERTY	111,983	33,528	46,716	150,876	231,119
		GENERAL LIABILITY	0	0	0	0	0
		WORKERS COMPENSATION	0	0	0	0	0
961	4510	OTHER INSURANCE	0	0	0	0	0
TOTAL INSURANCE EXPENSES			111,983	33,528	46,716	150,876	231,119
GENERAL EXPENSES (Alloc. By Bedrooms)							
962	4590	OTHER GENERAL EXPENSES	2,078	622	867	2,799	4,288
914	4181	COMPENSATED ABSENCES	0	0	0	0	0
963	4570	PAYMENTS IN LIEU OF TAXES	0	0	0	0	0
964	4571	BAD DEBTS	20,086	6,014	8,379	27,062	41,454
		SEVERANCE EXPENSE	25,852	7,233	9,913	33,080	50,207
TOTAL GENERAL EXPENSES			48,016	13,869	19,159	62,921	95,950
969	TOTAL OPERATING EXPENDITURES		1,293,383	390,192	536,235	1,779,659	2,706,086
970	CASH FLOW FROM OPERATIONS		(136,293)	(58,554)	(86,058)	(59,784)	(284,396)
OTHER FINANCIAL ITEMS-SOURCES & (USES)							
		OPERATING TRANSFERS IN	(110,000)				0
		OPERATING TRANSFERS OUT	0	0	0	0	0
		INTER-AMP EXCESS TRANSFER IN	(50,000)				0
		INTER-AMP EXCESS TRANSFER OUT	0	0	0	0	0
		TRANSFERS FROM PROGRAM TO AMP	(75,000)	(85,000)	(121,000)	(194,000)	(400,000)
		TRANSFERS FROM AMP TO PROGRAM	0	0	0	0	0
		HUD GRANTS - CAPITAL CONTRIBUTIONS	0	0	0	0	0
		DEBT SERVICE PAYMENT - INTEREST	0	0	0	0	0
		DEBT SERVICE PAYMENT - PRINCIPAL	0	0	0	0	0
971	4610	EXTRAORDINARY MAINTENANCE	0	0	0	0	0
		CAPITAL EXPENDITURES	0	0	0	0	0
973	4715	HOUSING ASSISTANCE PAYMENTS	0	0	0	0	0
		OTHER ITEMS	0	0	0	0	0
TOTAL OTHER EXPENSES			(235,000)	(85,000)	(121,000)	(194,000)	(400,000)
900	TOTAL EXPENDITURES		1,058,383	305,192	415,235	1,585,659	2,306,086
NET CASH FLOW			98,707	26,446	34,942	134,216	195,604
Asset Management Fee Eligibility							
MINIMUM NET AMT. REQUIRED TO CASH FLOW			\$88,199	\$25,433	\$34,603	\$132,138	\$192,174
VARIANCE REQUIRED TO CASH FLOW			-\$10,509	-\$1,014	-\$339	-\$2,078	-\$3,430

ATTACHMENT D

RESIDENT ADVISORY BOARD MEMBERS

Name	Public Housing Representative
Verner Crawford	Al Thomas High Rise
Valerie Brown	Carolyn Mosby High Rise
Robert Comer	Genesis Towers Elderly Living
Squire Dixon	Glen Park High Rise
Vanessa Jefferies	Colonial Manor
Carol Williams	Miller Heights
Regena Y. Gaines	Concord Village-Resident Commissioner
Diane Williams	HCV Section 8 Representative
Diane Avinger	HCV Section 8 Representative
Delores Brown (Alternate)	HCV Section 8 Representative
Jacqueline Saxton (Alternate)	HCV Section 8 Representative

ATTACHMENT E
RESIDENT BOARD MEMBER

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

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

ATTACHMENT F

Community Service 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 Lake County community. The community service activities cannot be outside the jurisdictional area of GHA.

Resident Obligations:

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

Provide the certification form that they are exempt from the community service requirement if they qualify for an exemption, or

Provide the certification form that they are in compliance with the community service requirement.

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

Management Obligations:

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

Provide names and contacts at agencies that can provide opportunities for residents to fulfill these Community Service obligations.

Provide the family with: the Community Service Exemption Certification Form, Community Service Compliance Certification Form, Record and Certification of

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

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

Enforcement for Non-compliance:

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

Reporting Requirements to HUD

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

Yes No Pending Exception n/a

ATTACHMENT G

GARY HOUSING AUTHORITY PET POLICY

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

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

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

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

PET AGREEMENT

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

_____ HEREINAFTER REFERRED TO
Apartment Community

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

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

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

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

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

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

Signature of Tenant

Date

Management

Date

ATTACHMENT H

HOPE VI HOMEOWNERSHIP PROGRAM

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

Scattered Site Homeownership Program

To Be Provided by Section 8 or Housing Operations

HOPE VI Lease-To-Purchase Homeownership Program

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

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

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

15.2 Participant Selection

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

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

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

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

15.3 General Terms

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

i. Rules of Occupancy

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

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

15.4 Termination

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

i. Violation of Lease

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

ii. Failing to Comply with Homeownership Program Requirements

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

HOPE VI Public Housing Residents

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

Tenant Selection

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

Housing Choice Voucher Program Homeownership Program Capacity

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

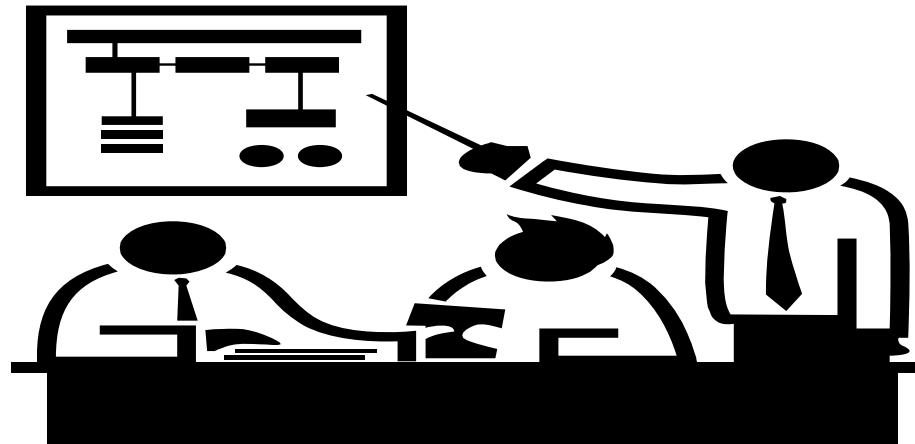
GHA's Housing Choice Voucher program was recently removed from a trouble status and is now classified as Standard performers. However, the program is still recovering and has set the goal of becoming High performers in this next fiscal year. The HCVP Homeownership Program size will initially begin with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

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

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

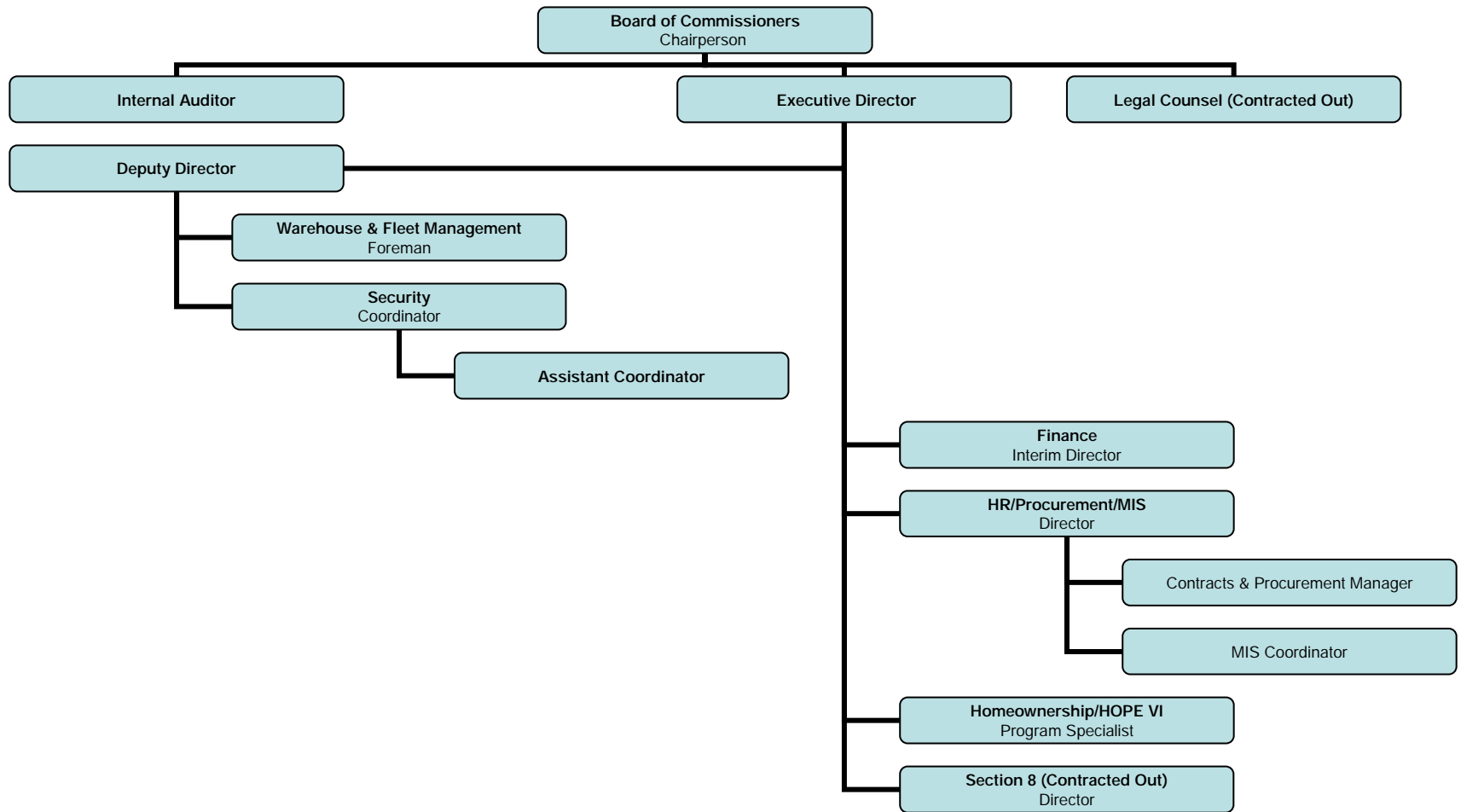
2008

**Gary Housing Authority
Organizational Charts
(Central Office)**

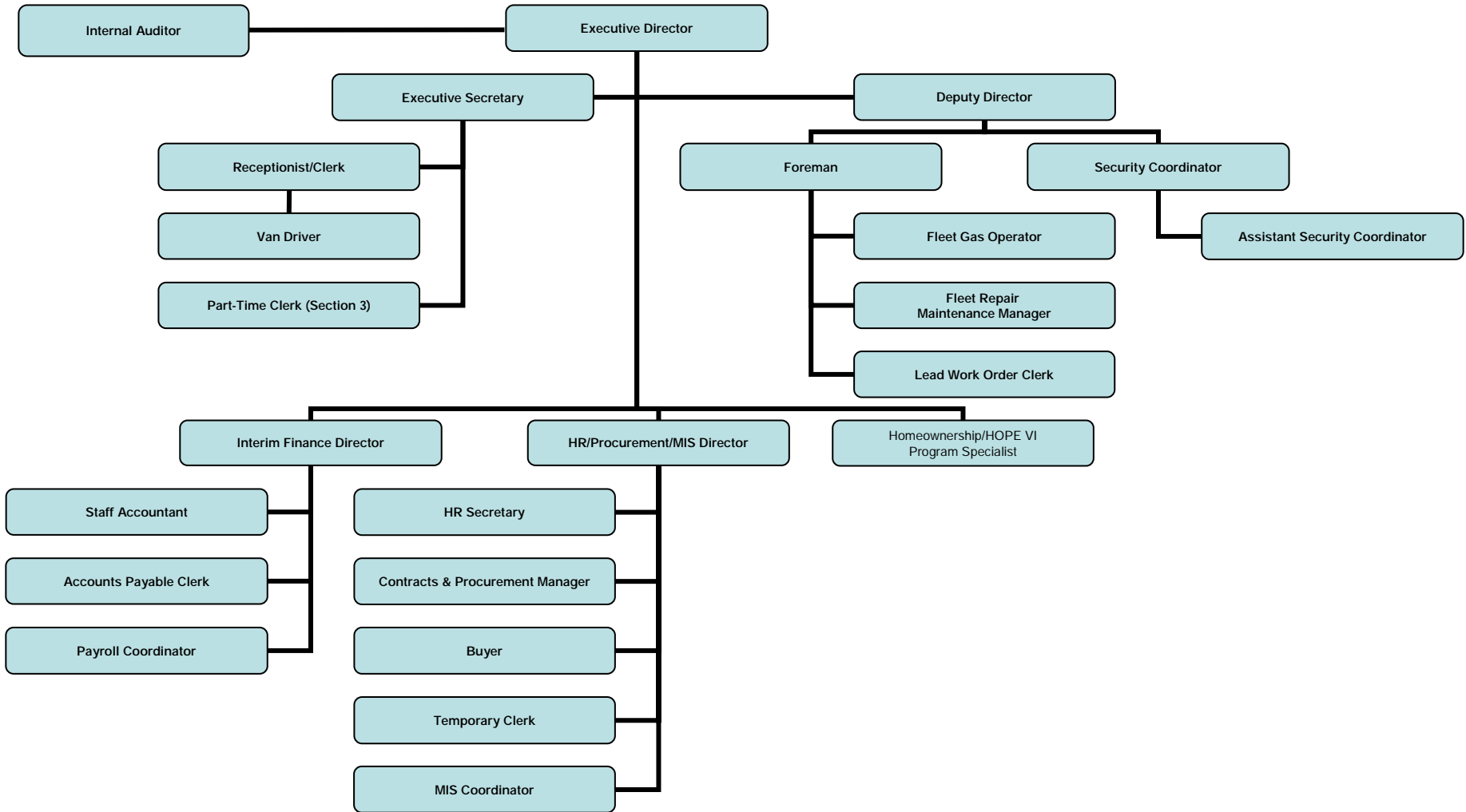


November 2008

GHA Executive & Senior Staff



Central Office

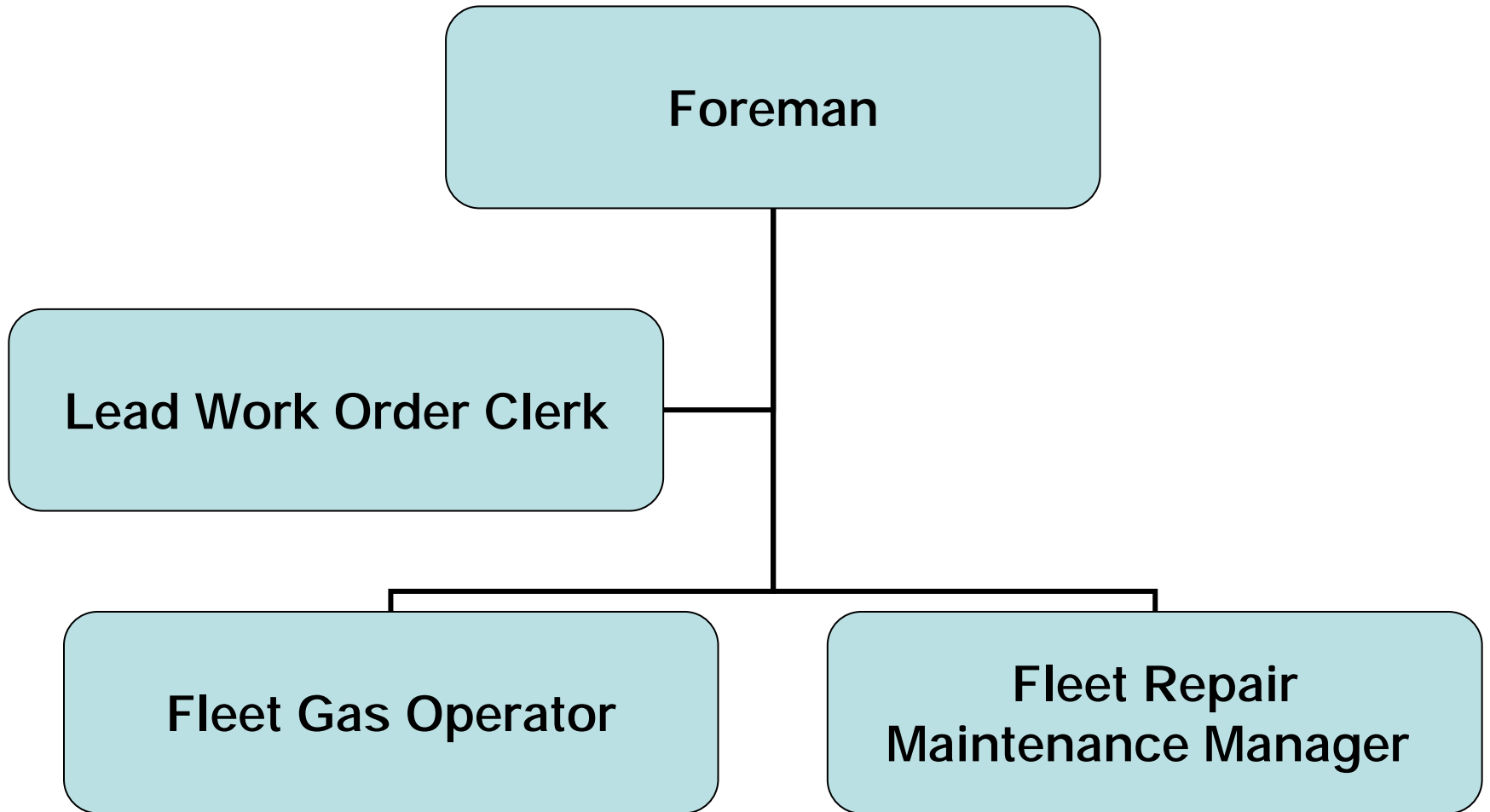


November 2008

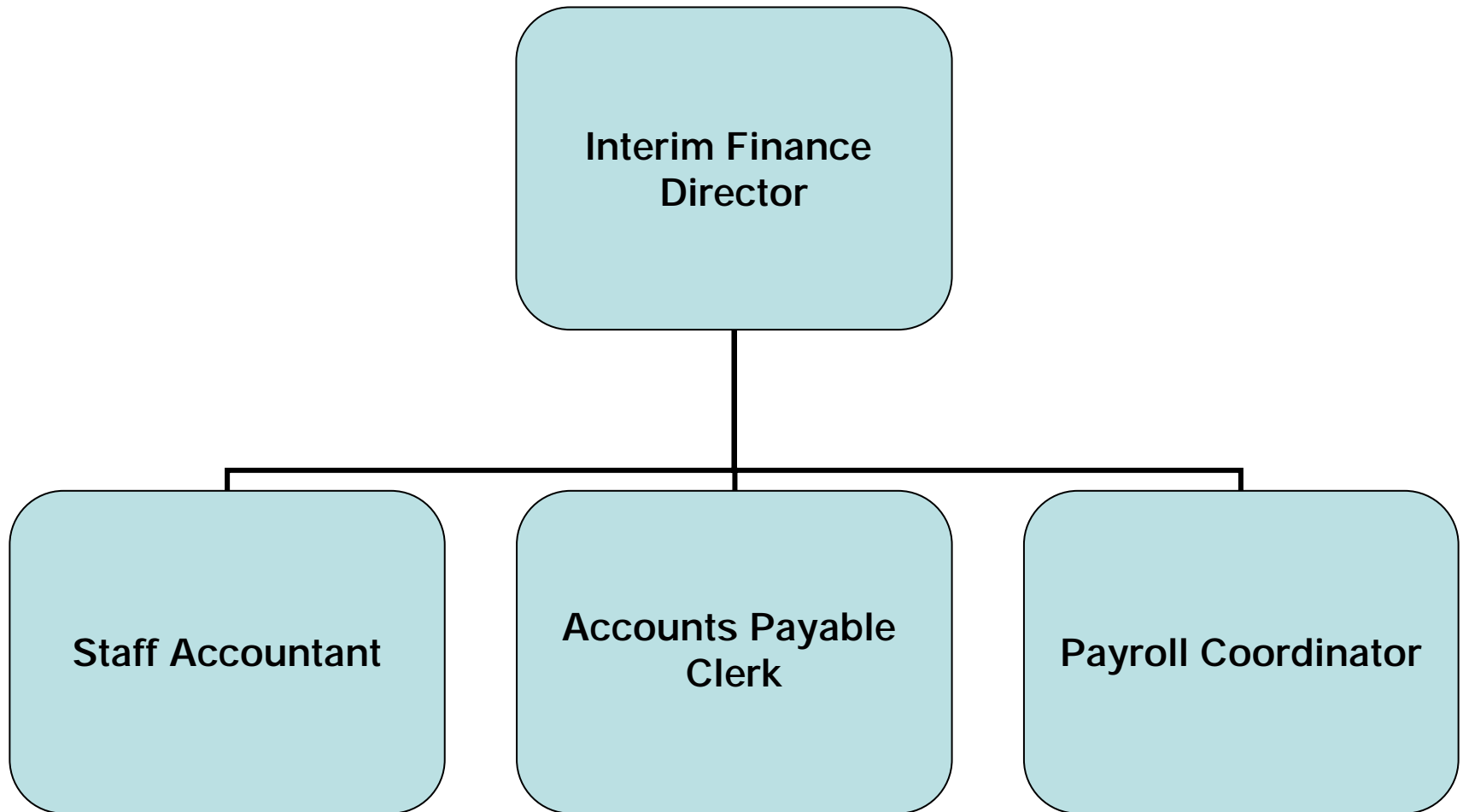
Internal Auditing

Internal Auditor

Warehouse & Fleet Management

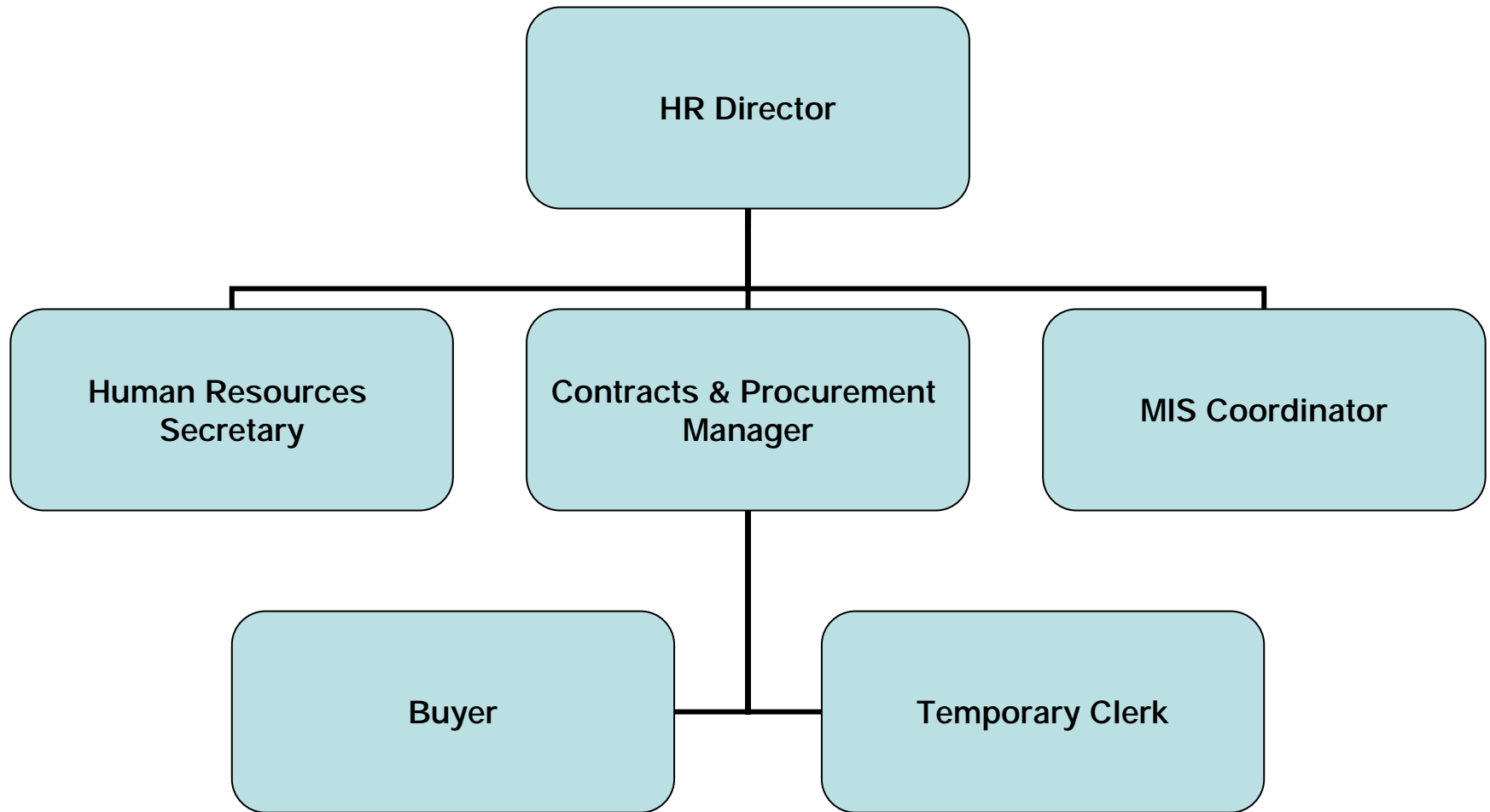


Finance Department



November 2008

Human Resources/Procurement/MIS Departments

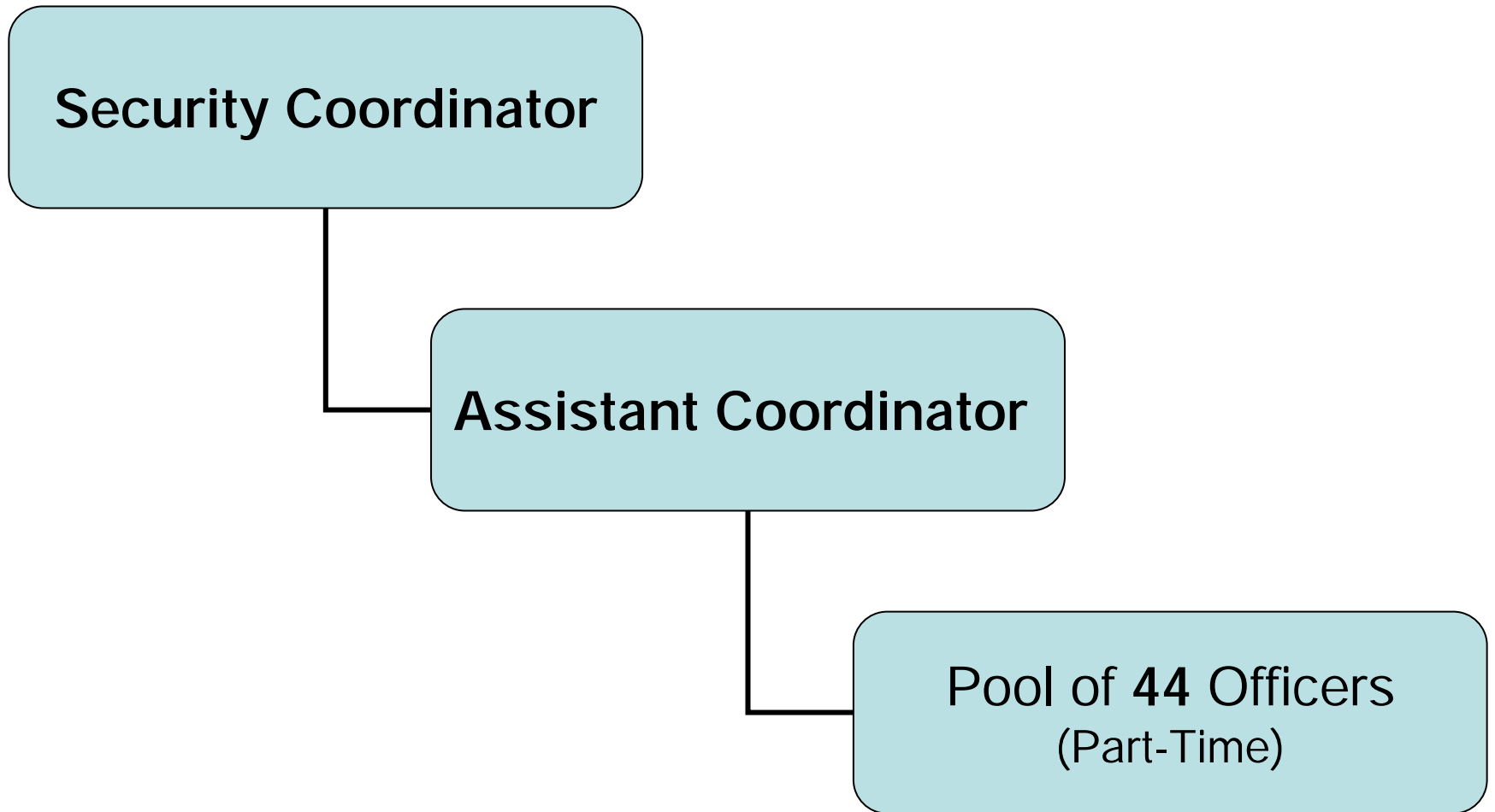


Homeownership Program & HOPE VI- (Horace Mann & Duneland)

(AMPs 8, 11, & 12)

Program Specialist

Security Department



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

Activities for Year 1	Activities for Year: <u>2</u> FFY Grant: <u>2010</u> PHA FY: <u>3/31/2011</u>			Activities for Year: <u>3</u> FFY Grant: <u>2011</u> PHA FY: <u>3/31/2012</u>		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	HA-Wide	Operations	\$1,066,608.00	HA-Wide	Operations	\$1,066,608.00
	HA-Wide	Rehab Vacant Units	419,487.00	HA-Wide	Rehab Vacant Units	419,487.00
	Ind 11-7,11,24&25	Security	354,000.00	Ind 11-7,11,24&25	Security	354,000.00
	HA-Wide	Audit Cost	21,855.00	HA-Wide	Audit Cost	21,855.00
	HA-Wide	Administration	467,648.00	HA-Wide	Administration	467,648.00
	HA-Wide	Curbs & Sidewalks	154,975.00	HA-Wide	Curbs & Sidewalks	154,975.00
	HA-Wide	Roof Repair/Replacem	100,000.00	HA-Wide	Roof Repair/Replacem	100,000.00
	HA-Wide	Asphalt Repair/Replmt	200,000.00	HA-Wide	Asphalt Repair/Replmt	200,000.00
Total CFP Estimated Cost			\$ 2,784,573.00			\$ 2,784,573.00

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

Activities for Year 1	Activities for Year: <u>2</u> FFY Grant: <u>2010</u> PHA FY: <u>3/31/2011</u>			Activities for Year: <u>3</u> FFY Grant: <u>2011</u> PHA FY: <u>3/31/2012</u>			
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost	
See Annual Statement							
				Total CFP Estimated Cost			\$ -
				\$ -			\$ -

**GARY HOUSING AUTHORITY ANNUAL PLAN MEETING
PRESIDENT'S COUNCIL AND RESIDENT ADVISORY BOARD COMMENTS**

Tuesday, December 23, 2008

Alfreda M. Peterson, Executive Director

Present: Robert Comer, Resident Council President, Genesis Towers High-rise,
578 Broadway
Squire Dixon, Jr., Resident Council President, Glen Park High-rise,
3280 Pierce Street
Diane Williams, 700 Adams Street, Gary, IN
Valerie Brown, Resident Council President, Carolyn Mosby High-rise,
650 Jackson, St. (Conference call)

Alfreda M. Peterson, Executive Director

Ms. Peterson explained the purpose of the meeting was to inform the residents that the premier affordable housing agency of the City of Gary, the Gary Housing Authority, was to provide 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. She welcomed the comments from those present regarding their units, buildings, neighborhoods, maintenance, safety issues, etc.

The following comments about what the residents wanted to see happen:

- More consideration about snow removal
- Bringing communities together to let them know what is going on in buildings and neighborhoods
- Hot water (high-rise building)
- Runners at the back door (high-rise building)
- Railings at walls on every floor (high-rise building)

The following comments about what improvements the residents wanted to see happen (maintenance, security, property management):

- Railings put up on hallways (high-rise building)
- Repair/replace handicap ramp at rear door (high-rise building)
- Check the water system
- Better security
- Better Maintenance: filters, snow removal, police follow-ups

Other concerns:

- There were a lot of break-ins

**PUBLIC HEARING
ON
2009 GARY HOUSING AUTHORITY ANNUAL PLAN
FY BEGINNING 2009
THURSDAY, JANUARY 8, 2009**

Alfreda M. Peterson, Executive Director

PLACE **GHA BOARDROOM, 578 BROADWAY, GARY, IN**
TIME: **6:00 P.M.**

Welcome:

Regena Gaines, 1st Vice Chairperson, welcomed residents to the public hearing on the Housing Authority of the City of Gary, Indiana 2009 Annual Plan.

Overview – Mr. Willie Hollingsworth stated the process for submitting the Annual Plan:

GHA's governing body is required to convene a public hearing to discuss the Five-Year Annual Plan and to receive comments from the public regarding the proposed activities. The GHA must consider, in consultation with the Resident Advisory Board, all comments received at the public hearing. The Resident Advisory Board is composed of seven Resident Council Presidents and two Section 8 residents.

The GHA is required, at least 45 days prior to the scheduled public hearing, to publish a notice in the newspaper (prior to November 25, 2008) that a public hearing to present the Annual Plan and hear public comments would be held and include the time, date and location of the public hearing. The notice should also indicate where the Annual Plan and pertinent documents will be available for review.

The Annual Plan is composed of a mission and must have long range goals and objectives for achieving its mission over the subsequent five years. There was a schedule made for staff to gather input for the Annual Plan and the executive staff was given different parts of the Annual Plan to work on. We conducted outreach activities during 11 site visits to promote comprehensive participation in the public hearing. The documents for the Agency Plan were maintained at an accessible place that included GHA's Central Office and twelve other locations. Any significant amendment or modification to this plan is subject to the public hearing and Resident Advisory Boards' assessment requirement.

Public Comments

Robert Comer, Advisory Board Member/President, Genesis Towers High-rise

Mr. Comer made a requested that the Board table the Public Hearing. He said he did not know about the Tenant Comment Meeting until the morning of the meeting.

Martina Montgomery, Gary Citizen

Ms. Montgomery asked how much public housing citizen participation went into the proposal. Mr. Hollingsworth replied we had a series of meetings with residents in 11 developments. He said they were informational gathering meetings for the residents to let the agency know what they thought about Gary Housing and how well of a job the agency does.

Ms. Montgomery asked if there was a lot of participation at the meetings. Mr. Hollingsworth said almost every site they went to had large crowds. Ms. Montgomery asked if those numbers were sufficient enough to create the Plan. Mr. Hollingsworth said HUD does not require us to have a specific number of people. He said the main objective was to advertise for the public hearing. He said staff consults with the property managers and make sure they are aware of the public hearing, and the property managers in turn send out flyers informing the residents.

Ms. Montgomery said it appears to her there was a lot of hit and miss going on. She said the residents feel decisions were being made for them.

Dolores Keeby, Resident, Genesis Towers High-rise

Ms. Keeby said the Annual Plan was not set up for the residents to participate in. She said everything was done for them.

End of Public Comment

The Chairperson thanked those present for attending the Public Hearing. She said the residents gave the Board some information to go back and discuss with the Executive Director. She said they would go over the Annual Plan and get answers back to them.

The Chairperson asked staff how many surveys went out and asked that a staff representative who was part of the team getting the information out to the public to come forward. Mr. Hollingsworth said the surveys were created by the previous Director, and they were handed out to those that participated in the site meetings.

Theresa Lawson-Enane stated during the site meetings they gather the information from the residents and write up the responses. She said HUD creates the Annual Plan for staff to complete and the agency is not required to work on the Annual plan with the residents or the public. She said when the Annual Plan information is put in the newspaper, that is the opportunity for the residents to review the Plan, attend the site meetings, and then attend the Public Hearing to express their comments. Ms. Lawson-Enane said when the residents review the Plan, it is in the complete state.

Ms. Lawson-Enane said the Executive Director is required to go around and get the different concerns or comments and address them at the different meetings. She said if there is something from a resident that the Director wants to take it into consideration regarding a specific item in the Plan, that item in the Plan can change. She said at that time the Advisory Board can come in and suggest changes, and/or address the complaints or concerns presented during the meetings, but HUD does not require the Executive Director to make any suggested changes in the Annual Plan.

The Chairperson thanked the residents again and said she would get back to them with answers.

The Chairperson closed the Public Hearing at 6:40 p.m.

2008 Resident Survey Compilation Sheet

Level of Satisfaction in the Following Areas:	Carolyn Mosby		Colonial Gardens		Horace Mann		Miller Heights		Duneland		Genesis Towers		Glen Park		Delaney		Concord		Al Thomas		Dorte Miller													
	VS	D	VS	D	VS	D	VS	D	VS	D	VS	D	VS	D	VS	D	VS	D	VS	D	VS	D												
Your Unit	10	10	6	0	0	1	1	2	0	1	4	1	7	1	0	13	1	5	3	3	0	9	16	6	1	2	7							
Your Building	5	9	8	0	0	1	0	2	1	5	2	0	8	6	8	1	0	0	1	5	11	11	1	1	3	8								
Your Neighborhood	5	10	5	0	0	1	0	2	0	3	2	0	8	11	0	2	6	2	0	1	4	11	0	1	3	8								
GHAM Maintenance and Repair	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D							
Quality of work	7	13	5	0	1	0	0	2	0	0	2	0	4	4	0	22	22	3	2	18	2	4	7	1	0	1	0	1	7	5	5	2	4	6
Response time	7	7	8	0	1	0	0	2	0	0	3	4	4	4	0	14	21	3	4	0	3	1	8	1	0	0	1	0	4	10	9	1	4	6
Courtesy	8	10	5	0	1	0	0	2	0	1	4	1	4	2	1	14	19	1	7	0	2	5	6	0	0	1	0	4	10	18	2	3	4	6
Safety	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D	VS	S	D							
In your unit	9	12	5	0	0	1	1	1	1	7	1	0	25	19	2	6	9	2	3	9	0	0	1	0	0	1	0	3	10	18	2	3	4	6
In your building	7	9	8	0	0	1	1	1	1	6	1	0	17	17	6	5	9	1	3	7	0	0	1	0	0	1	0	3	11	18	2	3	7	5
In your parking area	7	8	8	0	0	1	0	0	2	4	1	1	8	17	11	2	10	2	4	6	1	0	1	0	0	1	0	3	5	5	6	6	6	

VS is very satisfied, S is satisfied, D is dissatisfied

Level of Satisfaction in the Following Areas:	VS	S	D	Overall Scores
Your Unit	66	74	27	
Your Building	41	65	43	
Your Neighborhood	44	63	21	
GHAM Maintenance and Repair	VS	S	D	
Quality of work	52	84	27	
Response time	39	57	30	
Courtesy	44	59	25	
Safety	VS	S	D	
In your unit	68	74	21	
In your building	46	63	23	
In your parking area	32	56	38	

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

PHA Name:

The Housing Authority of The City of Gary, IN

Grant Type and Number

Capital Fund Program Grant No:

Replacement Housing Factor Grant No:

IN36P011501-04

Federal FY of Grant:

2004

- Original Annual Statement Reserve for Disasters/Emergencies
 Performance and Evaluation Report for Program Year Ending Revised Annual Statement (revision no. 3) (6/20/08)
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
		Total Estimated Cost		Total Actual Cost	
1	Total Non-CGP Funds				
2	1406 Operations	958,000.00	958,000.00	958,000.00	958,000.00
3	1408 Management Improvements	183,200.00	77,771.52	77,771.52	77,771.52
4	1410 Administration	227,855.52	214,355.52	214,355.52	214,355.52
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	252,094.85	166,129.90	166,129.90	166,129.90
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	37,714.09	37,796.00	37,796.00	37,796.00
10	1460 Dwelling Structures	2,021,308.33	2,308,214.10	2,308,214.10	2,308,214.10
11	1465.1 Dwelling Equipment - Nonexpendable	172,633.98	171,528.79	171,528.79	171,528.79
12	1470 Nondwelling Structures	57,905.15	-	-	-
13	1475 Nondwelling Equipment	790,611.08	712,197.85	712,197.85	712,197.85
14	1485 Demolition	80,000.00	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	10,000.00	10,000.00	10,000.00	10,000.00
18	1499 Development Activities	-	135,329.32	135,329.32	135,329.32
19	1501 Collateralization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 4,791,323.00	\$ 4,791,323.00	\$ 4,791,323.00	\$ 4,791,323.00
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

10/3/08

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-04 Replacement Housing Factor Grant I		Federal FY of Grant: 2004		0		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised	Funds Obligated	Funds Expended	
G.Park 11-001	Roof Pymt. 5 - GP - 28,905.60; BM-	1460.00	1 LS	-	178,455.42	178,455.42	-	2006
CBM 11-011	84,904.03; CM - 64,645.79							
B.Man 11-022	Roof Pymt 6 - GP - 30,437.83; BM-	1460.00	1 LS	-	345,507.80	345,507.80	-	2006
	161,175.47; CM - 153,895.50							
Delaney-East	Re-Roofing of Units & Comm.	1460.00	Total Site	720,748.91	720,748.91	720,748.91	720,748.91	2003&2004
IN 11-01	Rough Carpentry	1460.00	1 LS	19,872.00	-	-	-	2005
	Painting	1460.00	1 LS	1,580.00	-	-	-	2005
	Insulation	1460.00	1 LS	193,043.00	61,319.38	61,319.38	61,319.38	2005
HA-Wide	Exterior Renovations Pymt 7*	1460.00	1LS	-	11,044.28	11,044.28	11,044.28	2004&2005
Delaney11-04	Trimming and Landscaping	1450.00	1 LS	37,714.09	-	-	-	FFA
Dorle Miller	Fire Hydrants	1450.00	8 EA	-	37,796.00	37,796.00	37,796.00	2003 #2
IN 11-05	Replace Heating Furnaces	1465.00	25 EA	13,000.00	13,000.00	13,000.00	13,000.00	Completed
	Storm & Upstair window screens	1460.00	Total Site	112,735.00	112,735.00	112,735.00	112,735.00	Completed
	Install new security screens	1460.00	Total Site	285,006.00	256,505.39	256,505.39	256,505.39	2005
	Asbestos Abatement	1460.00	51 EA	-	-	-	-	FFA
	Kitchen Countertops & Cabinets	1465.00		4,211.81	4,211.81	4,211.81	4,211.81	Completed
	Roofing/Softt /Fascia	1460.00		33,133.00	2,824.48	2,824.48	2,824.48	
	Rough Carpentry	1460.00		11,336.00	6,678.00	6,678.00	6,678.00	
	Siding	1460.00		52,162.00	42,177.60	42,177.60	42,177.60	2005
	Insulation	1460.00		1,237.00	-	-	-	
Delaney 11-04	Replace Building Ext. Siding	1460.00	42 EA					FFA
HA-Wide	Exterior Renovations Pymt 8*	1460.00	1LS	-	283,987.94	283,987.94	283,987.94	2004 &2005
Colonial Gard	Demolition Fire/Flood units	1485.00		40,000.00	-	-	-	FFA
IN 11-20	Roof Repl./gutters/softts&fascias	1460.00	160 EA					FFA
Al Thomas	Fire Alarm&Sprinkler Systems	1475.00	1 LS	570,611.08	570,611.08	570,611.08	570,611.08	Completed
IN.11-10	AC/Heating Unit Replacement	1465.00	1 LS	8,703.00	8,703.00	8,703.00	8,703.00	Completed

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant I		IN36P011501-04		Federal FY of Grant: 2004		0	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Funds Obligated	Funds Expended		
East Point	Install new exterior doors	1460.00	140 EA	187,322.00	-	-	-	FFA 2006	
IN 11-06	Residing exterior of buildings	1460.00	35 EA	-	-	-	-	FFA	
	Roofs/Soffits/Fascias	1460.00	35 EA	205,606.00	130,068.00	130,068.00	130,068.00	502-03 2005	
	Replace gutters/downspouts	1460.00	35 EA	24,531.00	22,077.90	22,077.90	22,077.90	2005	
	Painting	1460.00		27,520.00	-	-	-	2005	
	Finish Hardware	1460.00		11,392.42	-	-	-		
Genesis T.	Annunciator & Control Panel	1465.00	1 LS	19,962.98	19,962.98	19,962.98	19,962.98	Completed	
IN 11-25									
Colonial Gard	Replace Heating Furnace	1460.00	28 EA	134,084.00	134,084.00	134,084.00	134,084.00		
Scatt. Site	Residing exterior of buildings	1460.00	28 EA	-	-	-	-	FFA	
IN 11-09	Roofs/gutters/soffits/fascias	1460.00	28 EA	-	-	-	-	FFA	
Miller Heights	Roofs/gutters/soffits/fascias	1460.00	55 EA	-	-	-	-	FFA	
IN 11-17	Demolition Fire/Flood units	1485.00	EA	40,000.00	-	-	-	FFA	
Scattered Site	Residing exterior of buildings	1460.00	17 EA	-	-	-	-	FFA	
IN 11-08	Roofs/Gutters/Soffits & Fascias	1460.00	17 EA	-	-	-	-	FFA	
Concord Vill.	Residing exterior of buildings	1460.00	6 EA	-	-	-	-	FFA	
IN 11-15	Roofs/Gutters/Soffits & Fascias	1460.00	6 EA	-	-	-	-	FFA	
Concord	Replace Exterior siding	1460.00	7 EA	-	-	-	-	FFA	
IN 11-19	Kitchen and Bathroom renovation	1460.00	1 LS	-	-	-	-	FFA	
HA-Wide	Operations	1406.00	1 LS	958,000.00	958,000.00	958,000.00	958,000.00		
Mgmt Improv.	Resident Training/Travel	1408.00	1 LS	3,200.00	2,961.24	2,961.24	2,961.24	FFA	
	Staff Training/Travel	1408.00	1 LS	100,000.00	69,660.53	69,660.53	69,660.53	FFA	
	Security/Management Needs	1408.00	1 LS	30,000.00	17.51	17.51	17.51	FFA	
	Computer Software/Staff Training	1408.00	1 LS	50,000.00	5,132.24	5,132.24	5,132.24	FFA	
HA-Wide	Non-Technical Salaries	1410.00	1 LS	-	-	-	-		
Admin.	Technical Salaries	1410.00	1 LS	178,751.99	178,751.99	178,751.99	178,751.99		
	Internal Auditor	1411.00	1 LS	-	-	-	-		
	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: IN36P011501-04 Replacement Housing Factor Grant I		Federal FY of Grant: 2004		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Original	Revised	Funds Obligated	Funds Expended			
HA-Wide	Fringe Benefits	1410.00	1 LS	35,603.53	35,603.53	35,603.53	35,603.53			FFA
Admin.	Travel Expense	1410.00	1 LS	10,000.00	-	-	-			FFA
	Publication Expense	1410.00	1 LS	-	-	-	-			FFA
	Telephone Expense	1410.00	1 LS	-	-	-	-			FFA
	Sundry Expense	1410.00	1 LS	3,500.00	-	-	-			FFA
HA-Wide	A&E services @ 6% of Grant	1430.00	1 LS	252,094.85	166,129.90	2,094.85	2,094.85			2006
Fees & Costs		1430.00	1 LS	-	-	164,035.05	164,035.05			J. Childs Arch.
Site Acquis.	GHA - future central office	1440.00	1 LS	-	-	-	-			Eliminated
HA-Wide	Replace Ranges	1465.10	1 LS	24,950.00	3,950.00	3,950.00	3,950.00			
	Replace Refrigerators	1465.10	1 LS	25,050.00	46,050.00	46,050.00	46,050.00			
	Replace Hot Water Tanks	1465.10	1 LS	26,025.00	26,025.00	26,025.00	26,025.00			
	Recreational Equipment	1475.00	1 LS	75,000.00	-	-	-			
	Maint. Trucks/Cars & Equipment	1475.00	1 LS	33,100.00	22,187.26	22,187.26	22,187.26			FFA
	Renov. Site -Based Maint. Shop	1475.00	1 LS	-	-	-	-			FFA
	Renov. Site Office & Comm Bldg	1475.00	1 LS	111,900.00	111,900.00	111,900.00	111,900.00			Completed
	New Standby Generator	1470.00	1 LS	57,905.15	-	-	-			
	Reconfiguration of Warehouse	1465.00	1 LS	50,731.19	49,626.00	49,626.00	49,626.00			
	Network Computer Hardware	1475.00	1 LS	-	7,499.51	7,499.51	7,499.51			2003 & 2005
	Emergency Fire Panel (Genesis)	1495.00	1 LS	10,000.00	10,000.00	10,000.00	10,000.00			2005
	Relocation Agency Wide Development Activity	1499.00	1 LS	-	135,329.32	135,329.32	135,329.32			H6-Precision
	Emergency Repairs	1502.00	1 LS	-	-	-	-			FFA
	*Ext. Renovations-Locations									
	Delaney 11-01; D.Miller 11-05									
	E. Point 11-06; C. Village 11-08									
	M. Heights 11-17; C. on Hill 11-19									
	C. Village 11-20; Scat. Sites 11-23									

Annual Statement / Performance and Evaluation Report

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

Part III: Implementation Schedule

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:		IN36P011501-04			Federal FY of Grant: 2004		
Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)	Original	Revised	Actual	Original	Revised	Actual	Reasons for Revised Target Dates
HA - Wide	9/1/2006	9/1/2006	9/1/2006		8/15/2008	9/1/2008			
Delaney West IN 11-04	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Dorie Miller IN 11-05	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
East Point IN 11-06	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Scattered Site IN 11-09	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Scattered Site IN 11-08	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Concord Village IN 11-15	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Miller Heights IN 11-17	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Delaney East IN 11-01	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Colonial Gardens IN 11-20	9/1/2006		9/1/2006		8/15/2008	9/1/2008			
Broadway Manor IN 11-22	9/1/2006		9/1/2006		8/15/2008	9/1/2008			

Genesis Towers	9/1/2006		9/1/2006	9/1/2008		8/15/2008	
IN 11-25							
Concord	9/1/2006		9/1/2006	9/1/2008		8/15/2008	
IN 11-19							

Name

Date

Title

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

PHFA Name:

The Housing Authority of The City of Gary, IN

Grant Type and Number

Capital Fund Program Grant No:

Replacement Housing Factor Grant No:

IN36P011501-05

Federal FY of Grant:

2005

Original Annual Statement Reserve for Disasters/Emergencies

Revised Annual Statement (revision no. 4) (7/25/07)

Performance and Evaluation Report for Program Year Ending

Final Performance and Evaluation Report

Line No.	Summary by Development Account	Original	Revised	Obligated	Expended	Total Estimated Cost	Total Actual Cost
1	Total Non-CGP Funds						
2	1406 Operations	680,000.00	913,564.00	913,564.00	913,564.00		
3	1408 Management Improvements	735,000.00	712,046.48	472,512.94	472,512.94		
4	1410 Administration	316,429.78	251,429.78	251,429.78	251,429.78		
5	1411 Audit	-	-	-	-		
6	1415 Liquidated Damages	-	-	-	-		
7	1430 Fees and Costs	200,000.00	339,748.11	339,748.11	31,568.65		
8	1440 Site Acquisition	-	-	-	-		
9	1450 Site Improvement	490,000.00	40,000.00	-	-		
10	1460 Dwelling Structures	1,461,391.22	1,260,891.42	1,260,891.42	440,721.08		
11	1465.1 Dwelling Equipment - Nonexpendable	30,000.00	16,436.00	15,665.00	15,665.00		
12	1470 Nondwelling Structures	180,000.00	18,705.21	18,705.21	18,705.21		
13	1475 Nondwelling Equipment	225,000.00	825,000.00	820,359.35	751,359.35		
14	1485 Demolition	20,000.00	-	-	-		
15	1490 Replacement Reserve	-	-	-	-		
16	1492 Moving to Work Demonstration	-	-	-	-		
17	1495.1 Relocation Costs	115,000.00	75,000.00	48,710.94	48,710.94		
18	1499 Development Activities	115,000.00	115,000.00	115,000.00	114,247.75		
19	1501 Collateralization or Debt Service	-	-	-	-		
20	1502 Contingency	-	-	-	-		
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 4,567,821.00	\$ 4,567,821.00	\$ 4,256,586.75	\$ 3,058,484.70		
22	Amount of line 21 Related to LBP Activities	-	-	-	-		
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-		
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-		
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-		
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-		

@ 10/31/08

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-05 Replacement Housing Factor Grant I			Federal FY of Grant: 2005		Status of Work	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised	Funds Obligated	Funds Expended	
Carolyn Mosley	Exterior Roofing	1460.00	1 LS	85,000.00	-	-	-	FFA
Hi-Rise	Interior Painting	1460.00	1 LS	52,000.00	-	-	-	FFA
IN.11-11								
Delaney-East	Low-Water Pressure Sewer Clean-out	1460.00	1 LS	194,391.22	-	-	-	FFA
IN.11-01	Interior Painting	1460.00	1 LS	120,000.00	-	-	-	FFA
Delaney-West	Sewer Clean-out	1450.00	1 LS	110,000.00	-	-	-	FFA
IN.11-04								
Dorie Miller	Sewer Clean-out	1450.00	1 LS	110,000.00	-	-	-	FFA
IN.11-5	Learning Center Roof Repair	1460.00	1 LS	-	-	-	-	FFA
	Replace Soffits and Fascias	1460.00	1 LS	-	-	-	-	FFA
	Site Improvements	1450.00	1 LS	-	-	-	-	FFA
	Exterior Siding	1460.00	25 EA	-	-	-	-	FFA
	Low-Water Pressure	1460.00	1 LS	190,000.00	-	-	-	FFA
Ivanhoe Garde	Sewer Clean - out	1450.00	1 LS	-	-	-	-	FFA
IN.11-02								
Colonial Gard.	Roof Repl./gutters/soffits&fascias	1460.00	160 EA	-	344,115.00	344,115.00	131,482.94	FFA
IN.11-20	Exterior Siding	1460.00	1 LS	-	-	-	-	FFA
	New Administration Office	1470.00	1 LS	-	-	-	-	FFA
	Masonry	1460.00	1 LS	-	11,984.00	11,984.00	9,554.00	
	Carpentry (Rough/Finish) &Hardware	1460.00	1 LS	-	45,689.00	45,689.00	-	
	Metal Doors-Entry/Storm	1460.00	1 LS	-	47,758.00	47,758.00	-	
	Painting	1460.00	1 LS	-	19,775.00	19,775.00	-	

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-05 Replacement Housing Factor Grant I			Federal FY of Grant: 2005		Status of Work	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised	Funds Obligated	Funds Expended	
East Point	Closet & Interior Doors	1460.00	1 LS	220,000.00	-	-	-	FFA
IN 11-06	Gutters/Soffit/Fascia & Downspouts	1460.00	35 EA	-	-	-	-	2004
	Carpentry (Rough/Finish) & Hardware	1460.00		-	61,818.22	61,818.22	6,985.58	
3280 Pierce	Painting Interior	1460.00	1 LS	100,000.00	-	-	-	FFA
IN 11-07								
Genesis T.	Interior Lobby Upgrade & Hallway	1470.00	1 LS	130,000.00	18,705.21	18,705.21	18,705.21	FFA
IN.11-25	Interior Lighting Upgrade	1470.00	1 LS	50,000.00	-	-	-	FFA
Ivanhoe Garde	Exterior Doors/Metal/Storm	1460.00		-	57,630.00	57,630.00	-	
Scatt. Site	Carpentry (Rough/Finish) & Hardware	1460.00		-	20,872.00	20,872.00	-	
IN 11-23	Painting	1460.00		-	3,422.00	3,422.00	-	
	Gutters/Downspouts	1460.00		-	20,295.00	20,295.00	-	
Miller Heights	Sewer Clean - out	1450.00	1 LS	85,000.00	-	-	-	FFA
IN 11-17	Closet & Interior Doors	1460.00	1 LS	95,000.00	-	-	-	FFA
	Replace Downspouts/Gutters	1460.00		-	30,302.00	30,302.00	23,155.47	
	Carpentry (Rough/Finish) & Hardware	1460.00		-	70,525.00	70,525.00	48,757.50	
	Roofs/Soffits & Fascias	1460.00		-	199,415.00	199,415.00	162,193.52	
	Painting	1460.00		-	10,082.00	10,082.00	-	
	Insulation	1460.00		-	4,105.00	4,105.00	-	
	Siding, Doors & Window (2003)	1460.00		-	8,274.20	8,274.20	8,274.20	2003
Concord	Closet & Interior Doors	1460.00	1 LS	320,000.00	-	-	-	FFA
Village	Roofs/Soffits/Fascias/Gut/Downsp	1460.00		-	142,900.00	142,900.00	-	
IN 11-08	Carpentry (Rough/Finish) & Hardware	1460.00		-	11,053.00	11,053.00	-	
	Painting	1460.00		-	3,200.00	3,200.00	-	
HA-Wide	Operations	1406.00	1 LS	680,000.00	913,564.00	913,564.00	913,564.00	
Mgmt Improv.	Resident Training/Travel	1408.00	1 LS	5,000.00	5,000.00			
	Staff Training/Travel	1408.00	1 LS	110,000.00	95,320.68			
	GHA/HI-Rise Security	1408.00	1 LS	450,000.00	450,000.00	449,828.64	449,828.64	
	Computer Software	1408.00	1 LS	20,000.00	20,000.00	2,449.00	2,449.00	
HA-Wide	Vacant Unit Crew	1408.00	1 LS	100,000.00	100,000.00	-	-	
	Preparation for REAC Inspect.	1408.00	1 LS	25,000.00	25,000.00	20,235.30	20,235.30	
	Material/Equipment Inventory	1408.00	1 LS	25,000.00	16,725.80	-	-	
HA-Wide	Non-Technical Salaries	1410.00	1 LS	18,671.81	18,671.81	18,671.81	18,671.81	

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-05 Replacement Housing Factor Grant I		Federal FY of Grant: 2005		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Original	Revised	Funds Obligated	Funds Expended			
HA-Wide	Technical Salaries	1410.00	1 LS	192,407.12	192,407.12	192,407.12	192,407.12	FFA		
Admin.	Legal Expense	1410.00	1 LS	5,000.00	-	-	-	FFA		
	Fringe Benefits	1410.00	1 LS	40,350.85	40,350.85	40,350.85	40,350.85	FFA		
	Travel Expense	1410.00	1 LS	50,000.00	-	-	-	FFA		
	Sundry Expense	1410.00	1 LS	5,000.00	-	-	-	FFA		
	Publication Expense	1410.00	1 LS	2,500.00	-	-	-	FFA		
	Telephone Expense	1410.00	1 LS	2,500.00	-	-	-	FFA		
	Independent Auditor	1411.00	1 LS	-	-	-	-	FFA		
HA-Wide	A&E services @ 6% of Grant	1430.00	1 LS	200,000.00	339,748.11	9,350.00	9,349.99	J. Shuidner		
Fees & Costs	A&E services	1430.00	1 LS			250,000.00		J. Childs Arch.		
	Fees & Cost	1430.00	1 LS			4,250.00	4,250.00	IES		
	A&E Services	1430.00	1 LS			76,148.11	17,968.66	F&F 2003		
	Fee Accountant	1430.00	1 LS			-	-	FFA		
	MIS Project Manager	1430.00	1 LS			-	-	FFA		
	Section 8 Administrator	1430.00	1 LS			-	-	FFA		
HA-Wide	Replace Ranges	1465.10	1 LS	10,000.00	3,245.00	-	-			
	Replace Refrigerators	1465.10	1 LS	10,000.00	3,246.00	5,720.00	5,720.00			
	Replace Hot Water Tanks	1465.10	1 LS	10,000.00	9,945.00	9,945.00	9,945.00			
	Maintenance Equipment	1475.00	1 LS	125,000.00	127,915.40	127,915.40	127,915.40			
	Replace Maint Trucks&Equip	1475.00	1 LS	100,000.00	7,084.60	2,443.95	2,443.95	Simp/Ginnell		
	Security & Duress Equipment	1475.00	1 LS	-	690,000.00	690,000.00	621,000.00	FFA		
	Tree Trimming & Cutting	1450.00	1 LS	-	-	-	-	FFA		
	Landscape Sod and Dirt	1450.00	1 LS	-	-	-	-	FFA		
	Exterior Keys & Locks Change-out	1460.00	1 LS	10,000.00	-	-	-	FFA		
	Exterior Doors Replacement	1460.00	1 LS	50,000.00	-	-	-	FFA		
	Roof Repair and Replacement	1460.00	1 LS	25,000.00	-	-	-	FFA		
	Relocation	1495.00	1 LS	115,000.00	75,000.00	48,710.94	48,710.94			
	Development Activity- Hope VI	1499.00	1 LS	40,000.00	40,000.00	40,000.00	40,000.00			
	Hope VI - Development	1499.00	1 LS	75,000.00	75,000.00	75,000.00	74,247.75			
	Demolition	1485.00	1 LS	20,000.00	-	-	-	FFA		
HA-Wide 11-1, 5,6,8, 17 20&23	Allowances/Bond/Gen. Condition	1460.00		-	147,677.00	147,677.00	50,317.87			
HA-Wide	Asphalt Repair & Replacement	1450.00	1 LS	-	-	-	-	FFA		
	Curb & Sidewalk Repair	1450.00	1 LS	-	-	-	-	FFA		

Annual Statement / Performance and Evaluation Report

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

Part III: Implementation Schedule

PHA Name: **The Housing Authority of The City of Gary, IN** Grant Type and Number: **IN36P011501-05** Federal FY of Grant: **2005**
 Capital Fund Program Grant No.: **0** Replacement Housing Factor Grant No.: **0** Reasons for Revised Target Dates:

Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA - Wide	8/17/2007			8/17/2009			
Delaney East IN 11-01	8/17/2007			8/17/2009			
Dorie Miller IN 11-05	8/17/2007			8/17/2009			
East Point IN 11-06	8/17/2007			8/17/2009			
Ivanhoe Gardens IN 11-02	8/17/2007			8/17/2009			
Concord Scattered Site IN 11-08	8/17/2007			8/17/2009			
Concord Village IN 11-15	8/17/2007			8/17/2009			
Carolyn Mosley Hi-Rise IN 11-11	8/17/2007			8/17/2009			
Miller Heights IN 11-17	8/17/2007			8/17/2009			
Delaney West IN 11-04	8/17/2007			8/17/2009			
Colonial Gardens IN 11-20	8/17/2007			8/17/2009			
3280 Pierce St. Hi-Rise IN 11-07	8/17/2007			8/17/2009			
Genesis Towers IN 11-25	8/17/2007			8/17/2009			
Ivanhoe Scattered Sites IN 11-23	8/17/2007			8/17/2009			

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

PHA Name:

The Housing Authority of The City of Gary, IN

Grant Type and Number

Capital Fund Program Grant No:

Replacement Housing Factor Grant No:

IN36P011501-06

Federal FY of Grant:

2006

Original Annual Statement Reserve for Disasters/Emergencies

Revised Annual Statement (revision no. 4) (7/15/08)

Performance and Evaluation Report for Program Year Ending

Final Performance and Evaluation Report

Line No.	Summary by Development Account	Original	Revised	Obligated	Expended	Total Estimated Cost	Total Actual Cost
1	Total Non-CGP Funds						
2	1406 Operations	155,984.00	305,984.00	305,984.00	305,984.00		
3	1408 Management Improvements	-	-	-	-		
4	1410 Administration	40,734.00	42,446.67	-	-		
5	1411 Audit	-	-	-	-		
6	1415 Liquidated Damages	-	-	-	-		
7	1430 Fees and Costs	-	85,964.95	85,964.95	3,778.30		
8	1440 Site Acquisition	-	-	-	-		
9	1450 Site Improvement	-	-	-	-		
10	1460 Dwelling Structures	1,363,128.00	1,026,486.78	1,026,486.78	202,848.23		
11	1465.1 Dwelling Equipment - Nonexpendable	-	-	-	-		
12	1470 Nondwelling Structures	-	-	-	-		
13	1475 Nondwelling Equipment	-	98,963.60	98,963.60	-		
14	1485 Demolition	-	-	-	-		
15	1490 Replacement Reserve	-	-	-	-		
16	1492 Moving to Work Demonstration	-	-	-	-		
17	1495.1 Relocation Costs	-	-	-	-		
18	1499 Development Activities	-	-	-	-		
19	1501 Collateralization or Debt Service	-	-	-	-		
20	1502 Contingency	-	-	-	-		
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 1,559,846.00	\$ 1,559,846.00	\$ 1,517,399.33	\$ 512,610.53		
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	-	-	-	-		

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-06 Replacement Housing Factor Grant I		Federal FY of Grant: 2006		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Original	Revised	Funds Obligated	Funds Expended			
				Broadway	Gas Furnace Replacement	1460.00	1 LS	-	-	-
Manor										
IN.11-22	Roof Redesign, Gutters & Dwspts	1460.00	1 LS	663,074.00	416,995.50	416,995.50	22,065.71	2004&2006		
Ivanhoe	Roofing Replacement and Repair	1460.00	1 LS	-	-	-	-	FFA		
Gardens	Exterior Waterlines Replacement	1450.00	1 LS	-	-	-	-	FFA		
IN.11-02	Streets & Sidewalks Repairs	1450.00	1 LS	-	-	-	-	FFA		
	Perimeter Fencing of Development	1450.00	1 LS	-	-	-	-	FFA		
	Appraisal	1450.00	1 LS	-	-	-	-	FFA		
	Demolition	1485.00	1 LS	-	-	-	-	FFA		
	Relocation Plan	1495.00	1 LS	-	-	-	-	FFA		
3280 Pierce	Closest & Interior	1460.00	1 LS	-	-	-	-	FFA		
IN.11-7	Structural Problems	1460.00	1 LS	-	-	-	-	FFA		
Hi-Rise	Laundry Facility	1470.00	1 LS	-	-	-	-	FFA		
	Roof Repair&Masonry Restor.	1460.00	1 LS	294,739.00	235,395.57	235,395.57	143,493.65	2004&2006		
Colonial Gard	Sewer Clean-out	1450.00	1 LS	-	-	-	-	FFA		
IN.11-09	Closest & Interior Doors	1460.00	1 LS	-	-	-	-	FFA		
Colonial Gard	Sewer Clean-out	1450.00	1 LS	-	-	-	-	FFA		
IN.11-10	Closest & Interior Doors	1460.00	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: IN36P011501-06		Federal FY of Grant: 2006		Replacement Housing Factor Grant 1 0		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Carolyn B. Mosby	Interior Painting Bldg & Units	1460.00	1 LS	-	-	-	-	FFA
Hi-Rise IN11-11	Roof Repair&Masonry Restor.	1460.00	1 LS	405,315.00	186,773.71	186,773.71	37,288.87	2004&2006
	Tuck Pointing & Structural Repairs	1460.00	1 LS	-	-	-	-	FFA
Genesis T.	Interior Painting Bldg & Units	1460.00	1 LS	-	-	-	-	FFA
	Resurface Residents Parking Lot	1450.00	1 LS	-	-	-	-	FFA
	New Employees Parking Lot	1450.00	1 LS	-	-	-	-	FFA
East Point IN 11-06	Exterior Doors	1460.00	140 EA	-	187,322.00	187,322.00	-	2004
Miller Heights IN 11-17	Exterior Doors	1460.00	1 LS	-	-	-	-	FFA
Ivan. Garden IN 11-23	Exterior Doors	1460.00	140 EA	-	-	-	-	FFA
HA-Wide	Operations	1406.00	1 LS	155,984.00	305,984.00	305,984.00	305,984.00	
Mgmt Improv.	Resident Training	1408.00	1 LS	-	-	-	-	FFA
	Staff Training	1408.00	1 LS	-	-	-	-	FFA
	Computer Software	1408.00	1 LS	-	-	-	-	FFA
	Network Technical Assistance	1408.00	1 LS	-	-	-	-	FFA
	Vacant Unit Crew	1408.00	1 LS	-	-	-	-	FFA
	Hi-Rise Security	1408.00	1 LS	-	-	-	-	FFA
HA-Wide Admin.	Non-Technical Salaries	1410.00	1 LS	38,000.00	39,712.67	-	-	
	Technical Salaries	1410.00	1 LS	-	-	-	-	FFA
	Independent Auditor	1411.00	1 LS	-	-	-	-	FFA
Fees & Cost	A&E Services	1430.00	1 LS	-	85,964.95	85,964.95	3,778.30	2004 J.Childs
	Legal Expense	1410.00	1 LS	-	-	-	-	

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-06 Replacement Housing Factor Grant 1		Federal FY of Grant: 2006		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Funds Obligated	Funds Expended	
				Original	Revised			
HA-Wide	Fringe Benefits	1410.00	1LS	2,734.00	2,734.00	-	-	FFA
Admin.	Travel Expense	1410.00	1LS	-	-	-	-	FFA
	Publication Expense	1410.00	1LS	-	-	-	-	FFA
	Telephone Expense	1410.00	1LS	-	-	-	-	FFA
	Sundry Expense	1410.00	1LS	-	-	-	-	FFA
HA-Wide								
Fees & Costs	Phase II Environmental Assess.	1430.00	1LS	-	-	-	-	FFA
HA-Wide	Replace Ranges	1465.10	1LS	-	-	-	-	FFA
	Replace Refrigerators	1465.10	1LS	-	-	-	-	FFA
	Replace Hot Water Tanks	1465.10	1LS	-	-	-	-	FFA
	Maintenance Equipment	1475.00	1LS	-	-	-	-	FFA
	Replace Maintenance Trucks	1475.00	1LS	-	98,963.60	98,963.60	-	FFA
	Tree Trimming & Cutting	1450.00	1LS	-	-	-	-	FFA
	Landscape Sod and Dirt	1450.00	1LS	-	-	-	-	FFA
	Exterior Keys & Locks Change-out	1460.00	1LS	-	-	-	-	FFA
	Exterior Door Replacement	1460.00	1LS	-	-	-	-	FFA
	Roof Repair and Replacement	1460.00	1LS	-	-	-	-	FFA
	Asphalt Repair & Replacement	1450.00	1LS	-	-	-	-	FFA
	Curb & Sidewalk Repair & Replace	1450.00	1LS	-	-	-	-	FFA
	Window Replacement	1460.00	1LS	-	-	-	-	FFA
	Exterior Security Lighting	1450.00	1LS	-	-	-	-	FFA
	Hydrants	1450.00	1LS	-	-	-	-	FFA
	New Central Office Building	1499.00	1LS	-	-	-	-	FFA
	Technical Advisor - Mixed Finance	1499.00	1LS	-	-	-	-	FFA
	Emergency Repairs	1502.00	1LS	-	-	-	-	FFA

Annual Statement / Performance and Evaluation Report

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

Part III: Implementation Schedule

PHA Name: **The Housing Authority of The City of Gary, IN** Grant Type and Number: **IN36P011501-06** Federal FY of Grant: **2006**
 Capital Fund Program Grant No: **0** Replacement Housing Factor Grant No: **0** Reasons for Revised Target Dates:

Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Ivanhoe Gardens IN 11-02	7/1/2008			7/1/2010			
East Point IN 11-06 3280 Pierce Street	7/1/2008			7/1/2010			
IN 11-07 Hi-Rise							
Colonial Gardens IN 11-09	7/1/2008			7/1/2010			
Colonial Gardens IN 11-10	7/1/2008			7/1/2010			
650 Jackson St IN 11-11 Hi-Rise	7/1/2008			7/1/2010			
Broadway Manor IN 11-22	7/1/2008			7/1/2010			
Ivanhoe Gardens Scattered Site IN 11-23	7/1/2008			7/1/2010			
Genesis Tower IN 11-25 Hi-Rise	7/1/2008			7/1/2010			

Name

Date

Title

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

PHA Name:

The Housing Authority of The City of Gary, IN

Grant Type and Number

Capital Fund Program Grant No:
Replacement Housing Factor Grant No:

IN36P011501-07

Federal FY of Grant:

2007

Original Annual Statement Reserve for Disasters/Emergencies

Performance and Evaluation Report for Program Year Ending

Final Performance and Evaluation Report

Revised Annual Statement (revision no. 1) (10/30/08)

Line No.	Summary by Development Account	Total Estimated Cost	Revised	Obligated	Total Actual Cost	Expended
1	Total Non-CGP Funds					
2	1406 Operations	947,665.00	947,665.00	947,665.00		947,665.00
3	1408 Management Improvements	372,707.00	-	-		-
4	1410 Administration	415,499.00	-	-		-
5	1411 Audit	70,000.00	-	-		-
6	1415 Liquidated Damages	-	-	-		-
7	1430 Fees and Costs	200,000.00	83,619.60	83,619.60		-
8	1440 Site Acquisition	-	-	-		-
9	1450 Site Improvement	1,215,000.00	-	-		-
10	1460 Dwelling Structures	990,200.00	3,427,067.40	2,470,480.31		-
11	1465.1 Dwelling Equipment - Nonexpendable	467,261.00	279,980.00	-		-
12	1470 Nondwelling Structures	-	-	-		-
13	1475 Nondwelling Equipment	60,000.00	-	-		-
14	1485 Demolition	-	-	-		-
15	1490 Replacement Reserve	-	-	-		-
16	1492 Moving to Work Demonstration	-	-	-		-
17	1495.1 Relocation Costs	-	-	-		-
18	1499 Development Activities	-	-	-		-
19	1501 Collateralization or Debt Service	-	-	-		-
20	1502 Contingency	-	-	-		-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 4,738,332.00	\$ 4,738,332.00	\$ 3,501,764.91	\$	\$ 947,665.00
22	Amount of line 21 Related to LBP Activities	-	-	-		-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-		-
24	Amount of line 21 Related to Security - Soft Costs	353,707.00	-	-		-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-		-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-		-

@ 10/31/08

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-07 Replacement Housing Factor Grant 1		Federal FY of Grant: 2007		Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised	Funds Obligated	Funds Expended	
Colonial	Interior Electrical	1460.00	1 LS	50,000.00	-	-	-	FFA
Gardens	Vacancy Reduction	1460.00	1 LS	120,000.00	551,003.00	551,003.00	-	FFA
AMP 9	Low-Water Pressure	1450.00	1 LS	145,000.00	-	-	-	FFA
	Low-Water Pressure - Pt.2	1450.00	1 LS	145,000.00	-	-	-	FFA
	Flooring	1460.00	1 LS	145,000.00	-	-	-	FFA
Al Thomas	Vacancy Reduction	1460.00	1 LS	-	745,508.80	745,508.80	-	
AMP 3								
M. Heights	Exterior Doors	1460.00	1 LS	85,000.00	-	-	-	FFA
AMP 10	Vacancy Reduction	1460.00	1 LS	-	806,468.51	806,468.51	-	
Genesis T	Vacancy Reduction	1460.00	1 LS	-	180,000.00	180,000.00	-	
AMP 1								
C. Mosby	Vacancy Reduction	1460.00	1 LS	-	142,500.00	142,500.00	-	
AMP 2								
G. Park	Flooring	1460.00	1 LS	190,200.00	-	-	-	FFA
AMP 4	Vacancy Reduction	1460.00	1 LS	-	45,000.00	45,000.00	-	
	Bathroom Renovation	1460.00	1 LS	320,000.00	-	-	-	FFA
Delaney	Vacancy Reduction	1460.00	1 LS	-	956,587.09	-	-	FFA
AMP 7								

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

PHA Name: The Housing Authority of The City of Gary, IN		Grant Type and Number Capital Fund Program Grant No: IN36P011501-07 Replacement Housing Factor Grant I		Federal FY of Grant: 2007		0		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide Admin	Independent Auditor	1411.00	1 LS	70,000.00	-	-	-	FFA
HA-Wide	A&E Services/Fees & Cost	1430.00	1 LS	200,000.00	83,619.60	83,619.60		
Fee & Costs					-			
					-			
					-			
					-			
					-			
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	1,500.00	-	-		FFA
	Staff Training	1408.00	1 LS	7,500.00	-	-		FFA
	Computer Software	1408.00	1 LS	10,000.00	-	-		FFA
	GHA Security	1408.00	1 LS	353,707.00	-	-	-	FFA
	Non-Technical Salaries	1410.00	1 LS	113,839.00	-	-	-	FFA
	Technical Salaries	1410.00	1 LS	188,839.00	-	-	-	FFA
	Legal Expense	1410.00	1 LS	1,500.00	-	-	-	FFA

GARY HOUSING AUTHORITY'S MAINTENANCE PLAN OF OPERATION

GENERAL INFORMATION

The Housing Authority of the city of Gary, Indiana (hereinafter referred to as Gary Housing authority of GHA) was formed in 1937 for the purpose of providing low-income public housing. GHA now own 11 and operated 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 Development unit solely for the purpose of providing decent, safe and sanitary housing for eligible families in a manner that promotes serviceability, economy, efficiency and stability of the housing developments and the economic and social well-being of the residents.

STAFFING PLAN

The Executive Director is responsible for the day-to-day operation of the Gary Housing Authority. The Executive Director implements policies and procedures instituted by the Board of Commissioners. All staff answers to the Executive Director or Deputy Director per the Gary Housing authority's Organizational Chart.

Gary Housing Authority's strategy for meeting the day-to-day maintenance needs of the properties is to assign specific maintenance staff to each development. The assignment of maintenance staff to specific locations will be at the discretion of a Management Company (Woodlawn Community Development Corporation (WCDC)). The Maintenance staff shall answer directly on a day-to-day basis to the Manager of his/her development.

WCDC's Maintenance staff consists of 38 full time workers. It is the intent of Gary Housing authority to have assigned 1 maintenance man for each 40 units of housing. Each development shall consist of a minimum of a Maintenance Supervisor, Janitor (A) and a Janitor (C) with the exception of the elderly hi-rise building. They will consist of a Janitor (A) and a Janitor (C).

GOALS AND OBJECTIVES

The goals and objectives of Gary Housing Authority's Maintenance Department is to maintain each and every development in a condition equal to or greater than REAC and UPCS requirements, to meet and exceed all maintenance related MASS Sub-Indicators #1 Unit Turnaround Time, #3 Outstanding Work Orders, and #4 Annual Inspection of Units and Major Systems and to properly utilize the existing staff with reasonable amount of overtime within budget and on schedule.

A. ANNUAL MAINTENANCE MANAGEMENT PLAN

Gary Housing authority has established a maintenance plan in order to provide decent, safe, and sanitary housing through providing responsible maintenance in order to maintain its units. The purpose of GHA's Maintenance Plan is to improve the Authority's maintenance

operation to more effectively use all of its care resources and to improve **HUD PHAS** scores.

This plan should help in the budgeting process, both justifying and getting needed resources. The plan is designed to assess current and future needs. It will also help the Authority to remember that every decision it makes to direct resources toward one maintenance category affects the resources available in another. For example, if all resources are directed to resident-generated work orders, resources are not available to perform unit inspection repair.

However, application of resources in one area sometimes decreases needs in another. For example, conducting an annual preventive maintenance inspection and repair program (required by **PHAs**) should reduce routine work requests and result in more available labor for vacancy renovations. A maintenance plan will also help **GHA** avoid a crisis approach to maintenance.

The components of **GHA's** comprehensive plan are as followed: Annual dwelling unit inspection and repair/preventive maintenance, building and site systems/equipment inspection/PM, repair, and servicing, painting, extraordinary repair and replacement, programmed maintenance, routine and janitorial, **Capital Funds** schedule (modernization), procurement schedule, training and quality control inspections. Such a comprehensive plan shall also be supported by a staffing plan, inventory and procurement plan, contract schedule, leave schedule, resident input, and approved budget.

GARY HOUSING 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 Maintenance Program;
2. A timely response by Maintenance Staff to emergencies;
3. A work order system organized by type of work;
4. A minimal backlog of maintenance work orders;
5. A Maintenance Staff appropriately utilized, trained staffed and supervised;
6. A program for repairing and returning vacant units to occupancy within an acceptable time frame;
7. A routine Maintenance Program including regular janitorial services;
8. Cyclical painting of all units;
9. Regular servicing of mechanical systems;
10. Supervision of maintenance work carried out by private contractors;
11. Unit inspections carried out annually for occupied units as well as upon move-in and move-out; and
12. Grounds maintenance
13. Warehousing and Inventory Control

This Maintenance Plan outlines procedures, which provide for the effective performance of these functions of the GHA Maintenance Staff.

The importance of quality maintenance performed in a timely fashion cannot be over-emphasized as a priority for the GHA systematic and prudent maintenance keeps the Agency's physical plant in a good state of repair and extends its useful life. This results in lower operating and upkeep cost. A competent Maintenance Program also enhances resident satisfaction and encourages resident cooperation.

The performance standards established for GHA maintenance functions are:

1. Respond to resident generated service requests within three working days;
2. Respond to emergency service requests within 24 hours;
3. Respond to urgent service requests within two working days;
4. Adhere to a documented Planned Maintenance Program;
5. Inspect all units for Planned Maintenance annually;
6. Complete all scheduled Planned Maintenance inspection in a timely fashion;
7. Adopt and adhere to a cyclical painting program;
8. Prepare vacant units for occupancy within 21 working days;
9. Provide maintenance employees with access to all necessary tools, equipment, supplies, and materials.

The Maintenance Staff plays a vital role in the management of GHA properties. The function and responsibility of the Maintenance Staff is to preserve the physical assets of the GHA and to

provide services to GHA residents allowing them to live in decent, safe, and sanitary housing in good repair.

I. MAINTENANCE PRIORTIES

A. Policy

In order to effectively maintain the physical condition of GHA communities, it is necessary to set certain priorities so that more urgent requirements can take precedence over routine needs. Maintenance work shall be performed according to the following priorities of work order categories:

- #1 Emergency—Life-threatening, or extreme property damage
- #2 Urgent—Major inconvenience to resident, property damage;
- #3 Routine-resident or management request;
- #4 UPCS—Repairs required for local code or HUD compliance;
- #5 PM—Planned and seasonal maintenance;
- #6 Vacancy Prep— Prepare units for occupancy;
- #7 After Hours Service—As stated;
- #8 Special Projects/Periodic—Any type of deferred maintenance;

C. Procedure

The Manager/Lead person will review all work orders on hand at the beginning of each workday, evaluate, and prioritize them for completion in the order described above.

During the course of each workday, current work request will be evaluated as to priority. Current evaluations may require a re-scheduling of the day's workload to accomplish all work within the established priorities does not excuse failure to attain the maintenance performance standards.

1. Emergency Work Orders

Emergency work orders address an immediate threat to life, health and safety to property or to the resident, or are related to fire safety. Examples include, but are not limited to, an unhealthy or undrinkable water supply, gas leak, broken/blocked sanitary sewer line, failed heating system, hazardous electrical system, and situations causing an exposure to asbestos, lead-base paint, or other toxic materials.

2. Urgent Work Orders

Urgent items are those that create a major inconvenience for residents but are not life threatening nor will cause serious property damage. These may include sink or toilet stoppage, refrigerator not running (except on Friday afternoon) or the like. Urgent work will be performed within two working days.

3. Routine Service

Included in this category is all work items initiated as a result of resident or GHA requests. These may include electrical or plumbing repairs, fixing broken windowpanes and floor tiles, or the like. Routine maintenance is to be performed within three working days.

4. Unit Inspection

Unit inspection work orders are those generated as part of the UPCS Inspection Program and include both work orders issued for the initial inspection of a unit as well as work orders issued as a result of the inspection.

5. Planned Maintenance

Planned Maintenance work orders are those automatically generated to assure completion of all necessary dwelling unit and system scheduled maintenance. This includes janitorial work, painting, and scheduled maintenance tasks.

6. Turnover of Vacant Units

All vacant units requiring only minor rehabilitation shall be make ready by Maintenance Staff within 7 working days. Criteria for classifying units as needing rehabilitation can be found in Section V.

7. After Hours Service

As stated, coverage provided by GHA maintenance staff to respond to emergencies after the end of the working day and over the weekend.

8. Special Projects

Any type of deferred maintenance

II. MAINTENANCE WORK ORDER SYSTEM

A. Policy

Work Orders are generated to notify the GHA of a need for repair. Resident maintenance work request are to be called into their Management office. Maintenance employees shall make no repairs without an authorized work order form. Repairs are to be performed within the time frames established in GHA performance standards.

B. Procedures

1. Emergency

When the Management office receives a work request, which is an emergency, the Maintenance Staff is contacted immediately. He/she will then proceed to the location of the emergency and verify the existence of an emergency situation.

2. Routine Service

A maintenance request called in by a resident or GHA staff will be received by the Management office. They will issue the appropriate work order. Work orders will be categorized by the Manager or Service Person III and distribute to the appropriate staff.

The Maintenance Staff will pick up work orders at the Management Office twice each day. The Service Person III/Manager will assign work orders twice each day at the beginning of the workday and immediately after lunch. Insofar as it is possible, maintenance employees will be issued parts and supplies needed to complete assigned work orders as part of their truck inventory. The Staff completing the work will record the time he/she started and completed the work. He/she will also record all material and supplies used to complete the work orders to ensure that they are complete and correct. The completed work orders will then be returned to the Work Order Center and Staff will file them in the unit files.

3. Maintenance Staff Generated Requests

The majority of work requests initiated by the GHA Staff will be those attributable to planned maintenance, or unit inspections. Such work orders will be issued and distributed to the Sites or Developments by the Work Order Center. The Foreman assigns these work orders, along with all others, and is responsible for seeing that they are completed within the proper time frames. All other aspects of these work orders are handled as with routine work orders.

III. EMERGENCY SERVICE

A. Policy

The Maintenance Staff, Executive Director and Administrative Staff are authorized to act in a matter pertaining to the provision of emergency maintenance service for GHA owned developments. Emergency maintenance is provided to repair or correct conditions that may cause physical injury and/or cause damage to GHA property if not immediately corrected. "Emergency" is defined in Section II.B.1 above. Emergency service is provided 24 hours a day, 7 days a week.

B. Procedure

Maintenance Staff shall be on call 24 hours each day either at the GHA office or residence to receive emergency calls. He/she shall make the necessary repair or

contain the situation until the repair can be completed. If he/she cannot resolve the matter, the on-call person must contact the appropriate service as designated by the Director of Facilities Management.

Between 5:00 p.m. and 8:00 a.m., the Maintenance Shift maintenance technician will receive all calls. The Maintenance Staff will make all necessary arrangements to resolve the problem. If the Maintenance Staff receives a call that is clearly not an emergency, he/she shall so inform the caller and also inform them first thing the next regularly scheduled workday. A work order shall be issued for each call to which an employee is dispatched. The work orders shall be completed in a manner prescribed in Section II.B.1.

IV. ASSESSING RESIDENT CHARGES

A. Policy

Residents will be assessed a charge for repairs made to their dwelling units in excess of what is required for normal wear and tear and damage which is caused by the resident, members of the resident's household, or the resident's guest. A listing of all resident charges is made available to residents.

B. Procedure

During the review of completed work orders, the Manager determines whether the worker's conclusion is reasonable and records the amount to be charged. If it is determined that the resident should be held responsible, the work order is so marked and the resident is notified of the charged.

V. VACANT UNIT PREPARATION

A. Policy

It is the policy of the GHA prepares vacant units for re-occupancy within 21 working days. Timely and efficient preparation of the units for occupancy is essential for maximize rental income. Close cooperation and communication between maintenance and management are required to efficiently prepare and release vacant units and prevent vandalism.

B. Procedure

1. On the day or the day before a resident is scheduled to vacate, the Manager and Tenant shall inspect the unit. The resident shall certify the condition of the unit on the Unit Inspection Form. In cases where the resident vacates without notice, the Maintenance Staff shall perform the move-out within 24 hours of learning of the vacancy. During these inspections, the Manager shall not all items which must be repaired and determine any damages to be charged to the resident account. Following

inspection, the Maintenance Staff shall determine the extent of the work order, which must be prepared.

2. All units shall be exterminated, cleaned and secured as soon as vacated, if possible.
3. The work orders prepared as a result of the unit inspection shall be distributed to the appropriate Maintenance Staff. The GHA shall note the vacancy on the Unit Status Report board and coordinate among the Maintenance Staff to prepare the unit within target-performance standards.
4. The Foreman shall meet with the GHA administration to establish priorities for the preparation of the specific units. These priorities are established according to demand for the unit as well as the ability of the GHA Staff to lease the unit quickly. The establishment of such priorities, however, shall not affect the meeting of the 7 working day unit turnaround standard.
5. Circumstances will occur that will cause the Staff to exceed the 7 working day standard for unit preparation. These are individual exceptions and will not affect overall GHA performance of this function. These circumstances shall include the following categories:
 - a. Fire damaged units;
 - b. Major rehabilitation of vacant units.
6. If any one of the following work items that is required in the vacant unit, it must be part of an approved Capital fund program before it is classified as a major rehabilitation:
 - a. Replace roof;
 - b. Replace/repair entire plumbing system;
 - c. Replace wall studs;
 - d. Electrical re-wiring
 - e. Replace bathtub.
 - f. Replace 50% or more of interior doors:
 - g. Replace entrance doors;
 - h. Replace two or more windows (frames and panes);
 - i. Replace gutters and downspouts;
 - j. Replace two or more wall and/or ceilings (plaster and drywall);
 - k. Replace kitchen cabinets;
 - l. Replace radiators, baseboard heating, and connectors;
 - m. Replace/repair three or more floors;
 - n. Replace/repair 50% or more floor tiles;
 - o. Repair interior and/or exterior steps;
 - s. Replace walls that are burst completely through;

- t. Replace closet flange;
 - u. Replace ceramic wall tiles;
 - v. Replace entire walkways.
7. If any combination of the following works items is required in a vacant unit, it shall be classified as a major rehabilitation (Volume work is a primary determination factor for a major rehabilitation.)
 8. The Manager shall perform the final inspection. Following this inspection, the Administrative Staff shall accept the unit as available for occupancy if all work is completed to the unit as available for occupancy if all work is completed to his/her satisfaction. If the unit is not accepted, the Maintenance Staff must see that the desired work is completed and schedule another final inspection. Acceptance of the unit is at the discretion of the Administrative Staff and it is expected that this discretion shall be exercised reasonably.

C. STEPS IN TURNOVER PROCESS

The following steps shall be performed on all turnover units:

1. Remove range and refrigerator (i.e. Unit located in high vandalism area);
2. Exterminated;
3. Remove debris, clean and secure unit;
4. Remove all picture hooks, nails, valances, curtain hooks, shower curtain pins, etc.;
5. Plaster as required, paint and clean unit;
6. Clean all light fixtures;
7. Repair floor tile. Mop the floors free of dirt, scuff marks, etc., excessive build-up of wax deposits should be remove;
8. Clean plumbing fixtures and cabinets thoroughly;
9. Change the locks on the apartment doors;
10. Return the range and refrigerator to the apartment when leased. Spare sets of removable gas range parts should be carried in stock. These parts should include; burner top plates, spider grates, top burners, drip trays, oven racks, broiler racks, and/or pans and trays, etc. Parts removed should be cleaned and made ready for future use;
11. Final extermination if needed;
12. An apartment is deemed ready for occupancy by a new resident only if the range and refrigerator have been thoroughly cleaned inside and out, kitchen sink and tub scoured, bathroom equipment washed, paint spots removed from all tile and fixtures, all debris removed, and that apartment swept, mopped, and exterminated;
13. The Maintenance Staff/Manager will make final inspection for cleanliness and conformance to standards.

VI. PLANNED MAINTENANCE

A. Policy

The GHA Planned Maintenance Program is based on a methodical inspection of dwelling units, building, equipment, and major systems. These inspections are designed to maintain GHA property in good repair and to appreciably extend its useful life by assuring repairs are made prior to actual breakdown, thereby minimizing both damage and repair costs. Planned maintenance in this way will result in lower operating cost. The GHA has instituted a Planned Maintenance Program as the first line of its Maintenance Program and will adhere to the required schedule, including the annual inspection of all dwelling units.

B. Unit Inspection

1. Management Staff will inspect each occupied unit annually. The Management Staff shall provide a list of units that will be inspected in the upcoming weeks. The GHA notify the resident of the upcoming inspection by sending a letter at least one day prior to the visit.
2. The Staff member who is conducting the inspection should follow the order and methodology prescribed below. When major work items are found, they should be listed on the Inspection Form in sufficient detail to enable the preparation of the work order. Unusual conditions should also be reported to the Administrative Staff in writing on the Inspection Form.

The staff performing the UPCS inspection shall adhere to the following sequence:

- a. Knock on the door, state the purpose of the visit and politely ask for admittance. If no one is home, Maintenance Staff /Inspector are to let themselves in, perform the inspection and leave a knocker;
 - b. If the resident is home, the Maintenance Staff/Inspector should ask if there is anything they missed that requires maintenance;
 - c. Maintenance Staff/Inspector then fills out an Inspection Form and notes whether each element requiring attention, was in good repair, that the apartment has been checked, and all necessary work completed;
 - d. The same Maintenance Staff/Inspector makes a note of additional work needed. Items that will require additional work orders.
3. The following items will be checked during the inspection;
 - a. Faucets – Faucets will be inspected for their general condition (peeling, faded chrome, drips, etc.) Faucet handles

should be adjusted for proper closure. If proper closure cannot be obtained, the washers on both the hot and cold-water spindles will be replaced. When washers are changed, the faucet seat will also be replaced. On faucets equipped with non-renewable seats, defective seats will be ground to a smooth surface.

- b. Cooking Ranges – Cooking ranges will be inspected for oven door closure, gas cock adjustments, a gas flame adjustment, oven spring tension, and top and oven burner condition. Defects will be corrected immediately. If the range is found to be in poor condition, defects will be corrected immediately. If the range is found to be in poor condition because of resident neglect or lack of care, the problem will be reported on the Inspection form and reported to the Maintenance Staff;
- c. Hardware – Entrance door hinges will be lubricated and checked for spring tension closure. Apartment door locks, knobs, strike plates, and stops will be checked for fastening, alignment, and workability. Defects will be corrected immediately. Door cylinders will be checked for proper key way and pinning to the apartment master key. Cabinet hinges, friction catches, and pull handles will be inspected for proper closure, fastening, and alignment. Defects will be corrected immediately;
- d. Floor Tile – the general condition of floor tile will be noted on the form. When indentation's cracks and bumps are found, the notation must include the color, size, and quantity of materials, and the room where tile replacement is necessary;
- e. Ceramic Tile – The general condition of walls will be noted on the form. When cracked, broken, or missing tile is found, the notation must include the color, size, and quantity of materials needed for the repair;
- f. Electrical – Switches will be operated to check their workability. Defective switches and missing cover plates will be replaced. Loose fixtures will be tightened. Fuse cutout boxes will be inspected for conformity to fuse stats and adapters. Any deviation from these fuse stats and adapters will be corrected immediately. If there is indications of tampering with fuse boxes, a notation will be made on the form and a report made to the Maintenance Staff;
- g. Plumbing Fixtures – Plumbing fixtures will be inspected for fastenings, workability, operation, water tightness and flow

to and from the fixture. Leaks to and from fixtures, including tubing, valves, bonnets, packing and piping, will be repaired immediately. Combination sinks, drain boards, and washbasins will be inspected for damage, wear, or chipping areas. The Maintenance Staff/Inspector will record the extent of damage on the Inspection Form for disposition. Flush tanks, flush tank covers, and toilet bowls will be inspected for cracks and chips. If a repair is needed, notation will be made on the Inspection form and reported to the Work Order Center;

- h. Refrigerator – Refrigerators will be checked for secure door closure, thermostat operation, freezing capability, and general condition. If the refrigerator is found to be in poor condition because of lack of care or abuse, the problem will be noted on the Inspection Form;
- i. General Unit Condition – The general condition of the entire apartment will be noted. The following items will be checked and a notation entered on the Inspection Form.
 - 1. Is unit unsanitary? If so, give details.
 - 2. Check washing machines for wall or floor fastening and for fixed connections to water supply and drainage.
 - 3. The serial and tag number of the range and refrigerator will be recorded on the Inspection Form for use in the annual inventory.
 - 4. The completed Inspection Form will be submitted to the Work Order Center who is responsible for initiating the work order arising from the inspection.
 - 5. These work orders will be categorized as Unit Inspection and their issuance noted on the Inspection Form.

C. Motor Vehicles

The Motor Vehicle Maintenance Program is the responsibility of the Maintenance Supervisor. The Planned Maintenance Program consists of regular inspections scheduled on a time or mileage basis. An effective Planned Maintenance program will minimize the number of breakdowns and downtime of motor vehicle fleet, while ensuring the safety of the operator and occupants of the vehicles.

Each operator of a vehicle can contribute great to the program by promptly reporting all operating deficiencies, noises, or the like, to the Maintenance Supervisor. The adherence to a well-planned and executed Planned Maintenance Program has great significance to GHA because of the average age of the motor vehicle fleet beyond the normal life expectancy of the equipment. Accordingly, Planned Maintenance Inspections shall be scheduled for all motor vehicles.

1. Scheduled Maintenance

Specified tasks will be performed as required on a daily, weekly, or quarterly basis:

Daily – meter check, visual check, check all fluids

Weekly – check inside and outside of the vehicle

Quarterly – oil change as needed

2. Unscheduled Maintenance and Repair

The Maintenance Staff is responsible for the condition of their assigned vehicle and assuring that scheduled maintenance is performed. The Maintenance Department is responsible for the coordination of the completion of oil changes, lubrication, tune-ups, or other repairs and maintenance. Gary Housing Authority is responsible for all repairs and services as needed.

D. UPCS Inspection Criteria for Building /Systems (Also Refer to REAC Compilation Bulletin)

1. Buildings

The Maintenance Staff will inspect each building and all facilities at least annually. The inspection will include the complete building envelope, consisting of roofs, overhangs, exterior walls, windows, doors, railings, and infestation. In each development, the Maintenance Staff/Inspector will inspect all grounds, playground equipment, roads, walks, and the drainage system. Particular attention will be given to evidence or sewer problems, gas leaks, and the electrical drops, and gas meter installations. The Maintenance Staff will report the conditions found and indicate the exact location of needed repairs or replacements. Regular inspections must also be made of HVAC Systems by GHA personnel or contractors.

2. Heating System

Planned Maintenance on heating systems is performed by GHA personnel or contractors.

3. Equipment

Whenever a new piece of equipment is purchased, a file is started including all recommended Planned Maintenance servicing dates. This information is recorded for scheduling. A copy of the work order, which confirms the performance of scheduled maintenance, or the repair, or replacement of any parts, is placed in the file to establish a record of all work performed on the equipment or system.

4. General Procedure

All planned maintenance work performed is covered by a work order. The Work Order Center issues all planned maintenance work orders. Work orders are issued for all items to be completed on a daily basis by the Foreman and distributed to the proper Maintenance Staff the next morning. Weekly work items are generated at the end of the preceding week, while monthly work items are produced on the first working day of the month. Work to be accomplished quarterly is confirmed by work orders produced on the first of March, June, September, and December.

VII. PAINTING

A. Policy

Scheduling painting of GHA owned structures is essential to maintain a good appearance as well as to protect the structures from deterioration and structural damage. Exterior painting should be accomplished on a five-year cycle. The interior of dwelling units shall be painted at intervals no longer than every five years for family units, and every seven years for elderly units.

B. Exterior

1. The scheduling of exterior painting is the responsibility of the Maintenance Department and is programmed to accomplish the painting of approximately one-fifth of the total inventory each year.
2. Included in the above inventory are all appendage facilities within each development. These include the Management/Maintenance Buildings and the Community Room.
3. Painting will be accomplished between cycles if it becomes necessary due to fire damage or other unavoidable circumstances.
4. Residents, unless employed to do so by the GHA, are not to apply paint in any manner to building exteriors. Should they do so, they will be responsible for the restoration of the property as directed by the GHA.

C. Interiors

1. The condition of the interior paint finish of each unit will be inspected when vacated and a unit will be re-painted as necessary prior to occupancy to bring it to standard of good property maintenance.
2. The interior of occupied units will be painted according to the cycle painting standards or as soon as possible. The Maintenance Department will determine which occupied units have not been painted within the standard period and schedule them for painting as availability of Staff permits.

VIII. Pest Control Policy

A. Policy

It is the policy of the GHA to provide a safe and sanitary environment for all of its residents. To that extent GHA shall perform scheduled and unscheduled extermination in all properties maintained by the GHA.

B. Scheduled

1. Management is responsible for notifying the residents and assuring the apartments are properly prepared.
2. All developments will be completely treated for pests quarterly.

C. Unscheduled

1. Duties and responsibilities, as stipulated in the scheduled requirements is an integral part of the unscheduled program.
2. Residents requiring interim extermination shall report this to the GHA office.
3. The GHA Administration will inform the Maintenance Staff that the apartment shall be exterminated.
4. Extermination services may be provided as needed and paid for by the resident.

D. Vacated Units

All vacated units will be exterminated twice during the make-ready process.

XI. Grounds/Janitorial Standards

A. Policy

Grounds and building areas shall be maintained in a manner, which will provide a pleasant environment for residents and will bring credit to the GHA.

B. Procedure

The following tasks will be completed according to the frequency indicated:

1. Policing grounds on paved surfaces where cars, benches, and play equipment is best attained through manual sweeping.

X. Trash Collection

A. Policy

The GHA will provide periodic trash collection at a frequency required to maintain the development in a decent, safe and sanitary condition with required tenant cooperation.

B. Procedure

Resident cooperation is required by placing all trash or garbage in the receptacles provided which is consistent with the pick-up schedule. Trash is pick-up by the City of Gary Solid Waste Division.

XI. Lawn Care/Landscaping

A. Policy

GHA will keep all units and Office lawns and landscaping areas cut and trimmed during the growing season to enhance the image of GHA and to provide an attractive setting for its residents and the general public.

B. Procedure

By March 1 of each year, the GHA will prepare its Maintenance Staff for lawn care and landscaping.

1. Lawns

- a.) Damage – In early spring, the Maintenance Staff will clean debris, tree limbs, large rocks, etc. from each lawn area and report excessive lawn damage to the GHA properties. Damage to trees, ornamental plants and shrubs will also be reported. The Serviceperson III will inform the Maintenance Supervisor of the location and nature of damage, and scheduled corrective work.

2. Landscaping

- a.) Hedges and Shrubs – Ornamental plants should be trimmed on a regular basis. No plants should touch the foundation of any building. They should be cut clear of any stairs or buildings. The height and width of any hedge depends on their location and purpose.
- b.) Trees – all dead or broken limbs should be cut clean near the trunk of the tree. No tree limb should touch any building.

XII. Training

A. Policy

It is the intention of the GHA Maintenance Department to have a qualified well –trained work force. Its goal is to ensure that every member of the Department is thoroughly trained in his/her job skill in order to perform their mission in a timely and efficient manner.

B. Procedure

There are two types of training available for Maintenance Staff, classroom and on-the-job.

Classroom Training – Consists of scheduled formal classroom instruction with a qualified instructor.

On –the-job Training – consists of skills instruction at a development with a qualified superior overseeing the work.

C. GHA In House Training

The GHA will occasionally review training needs of the Department. In the event a new piece of equipment is purchased (new stove, refrigerator, etc.) that the Maintenance Staff is unfamiliar with, a training session will be prepared and scheduled for appropriate Staff members. Other in-house Staff training will be provided on an as needed basis.

D. Contracted Training

The GHA may, if the need arises contract for outside training services with private agencies. This method of training may include trade school facility members, manufacturing representative, etc. This method of training may take place at either a GHA facility or at the contracted agent's location. All contracted training must be approved by the Executive Director, who will authorize training if funds are available.

E. Handbooks, Training Manuals, Brochures

The GHA Staff will keep all maintenance related handbooks, training manuals, brochures, and literature in an assessable location for use by the Maintenance Staff.

XIII. Warehousing and Inventory Control

A. Policy

Controls shall be maintained at Central Maintenance Warehouse and at the development sights and tight controls are to be adhered to. Inventory

management involves keeping track of materials. Specifically, what and how much you need, how often to buy it, how to store it securely, and how to distribute it. What and how much you need, will be based on input from work order data and maintenance staff.

B. Procedures

Vendors can provide inventory levels and order points are based on frequency of use and how quickly supplies are depleted. GHA's tracking systems shall be automated. GHA's inventory system will constrain and track the following data: actual amount of stock on hand (by recording depletion's and additions), stock locations in the warehouse, costs, history of orders and deliveries, maximum amount to be kept on hand, and identification of levels at which to reorder each stock item (to prevent stock outages) based on usage rates, and delivery experience by vendors.

Regular counts of stock should be made periodically (at least annually, but more frequently for better control) and compared to tracking records. At the time of purchase, all Capital Assets-appliances and major office, maintenance, vehicles and playground equipment should be identified or tagged with an identification number that is recorded in a log. At the time of placement, the location of the appliance should be logged. During annual inspections, inspectors should confirm that the correct appliances are in each unit as recorded in the log. Work orders will help to monitor the use of supplies.

At GHA, a work order is required to obtain the supplies requested. after the work order is completed, maintenance staff are required to return a copy of the completed work order (signed by the resident) to the inventory department to document that the supplies requested were used for the purpose for which they were requested. GHA requires the return of the old parts with the work order that required replacing that old part with new. Where there are other warehouses throughout the Authority, supplies there shall be inventoried and tracked just as if they were in the warehouse.

XIV. CAPITAL ASSET MAINTENANCE

Capital Assets, which may include appliances, vehicles, office equipment, maintenance equipment and tools, shall be the responsibility of the Maintenance Supervisor. This shall include the following equipment: upright vacuum all vehicles, mowers, edgers, hedges and string trimmer, etc. If GHA's tools and equipment are not maintained, parts may rust or break when it is needed the most.

A new snow blower may need to be purchased quickly because a part was not replaced three months ago that would have kept the snow blower working for several years. Similar to building systems, tools, and equipment should be inspected regularly according to a schedule established by, the maintenance

superintendent, in accordance with manufacturer recommendations. At GHA, this is considered part of the Authority's preventive maintenance program.

XV. OTHER GOALS AND OBJECTIVES

A. Policy

Other goals and objectives of GHA's maintenance plan is to stay within it's budget for labor, materials and contract cost for services in areas GHA lack expertise. Also, it is GHA's intention to maintain a healthy and fruitful relation with local 208.

1. SERVICE CONTRACTS SCHEDULE/PROCUREMENT PLAN

GHA has a Blanket Purchase Order Pricing (BPO) as of 4/1/07. A BPO is an easier method of obtaining goods and services by opening charge accounts with qualified vendors.

The benefits of a BPO are;

- A formal agreement to terms and conditions for an on call or as needed basis
- Because of pricing availability work load is reduced making it convenient for customers and vendors to work together
- An itemized invoice is submitted monthly for all deliveries made during that billing cycle. Delivery tickets need not be attached to support deliveries.

GHA has contracted with outside firms to provide elevator, HVAC repair and vehicle maintenance. Each of these contracts were procured in accordance with the GHA's procurement policies, based upon the HUD regulations at 24 CFR 85.36.

2. MATERIAL SUPPLIES, AND EQUIPMENT

Based upon an analysis of the consumption and use of materials and supplies for last year, GHA has budgeted a projected dollar increase in items to be consumed based upon the continued and expanding emphasis on the GHA's PM program.

3. QUALITY CONTROL

Wrench time - Refer to Facilities Management Maintenance Time Standards/Schedules.

4. BUDGET

GHA's budget has been developed based upon established goals, schedules, staff requirements, and known income sources. GHA believes It has developed a very fiscally responsible budget.

5. HOURS OF WORK AND SCHEDULES

Refer to the *COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF THE GARY HOUSING AUTHORITY AND LOCAL 73 - DIVISION 208 SERVICE EMPLOYEES INTERNATIONAL UNION AFL - CIO (ARTICLE 111 PAGE (2))*

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 VII 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 II 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.

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.

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.

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 (8:00 A.M. to 4:30 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 or 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 of the premises.
- (U) Abuse or illegal use of alcohol to the extent that the same interferes with the health and safety or right to 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: _____.

(1) 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: _____

The Housing Authority of the City of Gary, IN

DRAFT

RENT COLLECTION PROCEDURES

Ensure that the following process is followed for each of your assigned properties.

1. Rent is given to Property Manger or designee from the tenant.
 - Do not accept cash payments.
2. The amount being paid is cross referenced to the total balance due from the client.
 - These amounts must match. Do not accept partial rent payments.
3. Upon confirmation of accuracy, a hand written receipt is given to the tenant. This process is to continue every day until 3:00 p.m.
4. The money order, personal check, or cashier's check is stamped with the bank endorsement on the back.
5. All money orders, checks, cashier's checks are collected and photocopied.
6. After copying, an adding machine tape must be ran to calculate the total amount of money received for that batch. A manager's signature must be included on the tape to certify the amount being deposited.
7. Once the rent receipt process is completed, the Property Manager or Designee creates a receivables batch entering the total amount of checks received and the balance of all checks.
8. After the batch is created, you must enter each tenant payment into their accounts.
9. After all checks have been entered, a un-posted batch receipt report must be generated and verified against adding machine tape balance to insure accuracy and balance amounts. This report must be attached to the photocopied checks.
10. Once the un-posted batch receipt report is ran and verified, the Property Manager or designee must write up a bank deposit slip
11. The Property Manager or designee must detach the whit (original) copy from the book and affix it to the checks that are being deposited.

12. All checks should be immediately deposited into the bank either that day or the next business day.
13. Once a bank receipt copy is returned to the management office, the Property Manager or designee must go into the system and post the corresponding batch.
14. Once the batch is posted, a deposit slip report is generated.
15. The deposit slip report, all copies of checks, adding machine tape calculation, un-posted batch receipt report, bank receipt and blue deposit slip must be affixed together into a package and inserted into a rent receivable binder.

Disposition Policy – Finance Department of the Gary Housing Authority

The Finance Department of the Gary Housing Authority adopts the following asset disposition policy for the purpose whereby personal property not needed by the Gary Housing Authority (surplus or excess personal property) or worn out (obsolete personal property) is disposed of by sale, destruction, abandonment, or exchange.

General Policy

The Executive Director of the Gary Housing Authority and/or the Contracting Officer designated by the Executive Director is responsible for ascertaining the fair market value and classifying the personal property of the Gary Housing Authority as surplus/excess personal property. All items of personal property owned by the Gary Housing Authority with an estimated fair market value of \$1,000.00 or greater must be declared surplus/excess to the needs of the Gary Housing Authority by resolution of the Board of Commissioners. Personal property of the Gary Housing Authority deemed irreparable, obsolete and/or having no fair market value can be disposed by the Gary Housing Authority at a cost to the agency of disposal expenditures. When approved for disposition, a copy of the resolution with the item and serial number will be sent to the finance department to remove the item from inventory, a copy of the resolution shall also be sent to the department that will arrange for the disposition of the asset. If the personal property is less than \$1,000.00, the Executive Director and/or the Contracting Officer designated by the Executive Director may approve disposition of the item. Every effort shall be made to insure a fair return and in no event shall excess/surplus personal property of the Gary Housing Authority be disposed of at less than its fair market value.

Determination of Disposition of Personal Property

A preliminary determination that an item of Gary Housing Authority personal property is worn out, obsolete or not required for the Gary Housing Authority's operations shall be made by the Executive Director and/or the Contracting Officer designated by the Executive Director on personal property with an estimated value of \$1,000.00 or more, who shall forward such determination to the Board of Commissioners. This determination shall classify the item by serial number and type as:

1. without value, to be discarded as obsolete.
2. With salvage value, to be stripped of usable parts before discarding.
3. With value, to be sold or used as a trade-in on a new item.

Regulations

1. If the item is determined to be without value or having salvage value only, it shall be stripped of any usable parts and the remainder discarded in accordance with all applicable state and local regulations and/or codes.
2. If the item shall be determined to have a sale or trade-in value with estimated fair market value of \$1,000.00 or more, it shall be disposed of as follows:
 - A. Upon declaration by resolution from the Board of Commissioners as excess/surplus personal property of the Gary Housing Authority the Executive Director and/or the Contracting Officer designated by the Executive Director shall make such disposition after the solicitation of bids by mailing invitations to known sources.
 - B. Excess personal property may be sold to a public body for public use by negotiation, provided that the sale of the property is for not less than its fair market value and further provided that such sale has the prior approval of the Executive Director. Also, the Executive Director and/or the Contracting Officer designated by the Executive Director can conduct such informal inquiry of potential purchasers as he/she considers necessary to insure a fair return to the Gary Housing Authority.
3. If the estimated fair market value is less \$1,000.00, then the Executive Director and/or the Contracting Officer designated by the Executive Director shall complete such disposition using one of the following methods or a combination of such methods, provided this disposition has the prior approval of the Executive Director:
 - i. Inquiring in person or by telephone of potential purchasers;
 - ii. Mailing invitations to bid to potential purchasers;
 - iii. Posting a notice in a public place;
 - iv. Advertising in a newspaper of general circulation in the locality;
 - v. Public auction; or
 - vi. Trade-in on a new item to be purchased.

Bids shall be solicited from at least three sources, if that many are available.

Documentation

Deleted: <#>No property shall be sold or donated to an employee/commissioner or relative of an employee/commissioner of the Gary Housing Authority.¶

The award of a contract for the sale of excess/surplus personal property or the abandonment or donation shall be fully and completely documented. Such documentation shall include the following where applicable:

- 1 A full and detailed description of the property including Gary Housing Authority inventory designation, if any
- 2 Tabulation of bids invited and received
- 3 Copy of the newspaper ad
- 4 Copy of reference to the Resolution of the Board of Commissioners
- 5 Contract executed by the Chairman or Vice-Chairman and the Secretary
- 6 Statement of Abandonment

The abandonment, donation, sale or salvage of all Gary Housing Authority personal property shall be documented appropriately.

This policy adheres to the standards set by the Annual Contribution Contract.

TECHNICAL ASSISTANCE

SECTION 3

FOR

CONTRACTORS

AND

GARY HOUSING AUTHORITY STAFF



**GARY HOUSING AUTHORITY
PURCHASING AND CONTRACTS DEPARTMENT
POLICY & MONITORING SECTION
578 BROADWAY
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

Part I - General Provisions

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.

Part I - General Provisions

Preference for Section 3 Business Concerns in Contracting

- 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

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 PHA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees

Part I - General Provisions

Specific Gary Housing Authority Requirements

- 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.

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

Part I - General Provisions

- § 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

Part I - General Provisions

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

Part 2 - Responsibilities of Covered Entities

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 and 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.

Part 2 - Responsibilities of Covered Entities

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

Part 2 - Responsibilities of Covered Entities

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
- 14. Coordinate economic development plans (e.g., job training and business assistance for residents) with the plans for housing and community developments

See Appendix to Part 135, Section I for more examples

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 in 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
13. Actively support joint ventures with S3 business concerns

For more examples, see Appendix to Part 135, Section III

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:				

Part 3 - Technical Guidance - Examples and Samples

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 3 business 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.

Part 3 - Technical Guidance - Examples and Samples

Notice of Contracting Opportunities

Prime Recipient	Prime Contractor
Location of Work	Contact Person
Scope of Work	
Estimate Start Date	Estimated Compl. Date
<p>Preference Requirements for Section 3 Business Concerns</p> <p>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:</p> <ol style="list-style-type: none"> 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	

Part 3 -Technical Guidance - Examples and Samples

- Notes -

Part 4 - Section 3 Implementation Resources

Where to Go for Help

City	Gary Housing Authority	<u>Telephone</u>
	Rosetta P.Maxwell, Mgr. Procurement and Contracts	(219) 881-6619
	Sherita Smith, Resident Employment Development Initiatives	(219) 881-6410
	Angela Smith, Resident Owned Business Organization	(219) 881-6405

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 and 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)
Thresholds	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	<ul style="list-style-type: none"> 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 	
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	<ol style="list-style-type: none"> Residents of development for which assistance is expended Residents of other PIH developments Participants in HUD Youthbulid programs Other Section 3 Residents Ref. 135.341.111) 	<ol style="list-style-type: none"> Section 3 Residents residing within the service area of the project or In the neighborhood of a covered project Youthbuild program participants Homeless person residing in service area Other Section 3 residents 135.341.1121
Preference - Contracting Order of Priority	Business concerns that we: <ol style="list-style-type: none"> 51% owned by residents of development for which assistance is expended or whose workforce Include 30% of these persons 51% owned by residents of other developments or workforce include 30% of these persons HUD Youthbulid programs Same as (11 and 12) above1 or subcontracts in excess of 25% of total amount of subcontracts to concerns in (1) and 121 above Ref. 135.36(a)(1)	<ol style="list-style-type: none"> Section 3 business concerns that provide economic opportunities for S3 residents of the service area HUD Youthbuild Program Applicants Other Section 3 Business concerns Ref. 135.36(a)(2).
<ul style="list-style-type: none"> Numerical goals for other covered programs (non PIH or HCDCI: 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)(ii)		

SCHEDULE D ACKNOWLEDGEMENT

NAME OF PRIME CONTRACTOR: _____
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 intends 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: _____

Contact Holistic Service Employment Initiatives too hire GHA residents.
Holistic Service Employment Initiatives (PHONE) (312) 791-8500, Extension 4604

Contact Resident Development — Small Business Initiatives to subcontract joint venture with resident-owned businesses.
Resident Development Division — Small Business Initiatives (PHONE) (312) 432-1062.

Contact Purchasing and Contracts Department — Policy & Monitoring Section for more information regarding Section 3.
Nadine Price-Lockhart Policy Monitoring Section (PHONE) (312) 791-8500, Extension 4531 (FAX) (312) 207-0237

Revised November 9, 1999

SCHEDULE D

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 <i>for</i> 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 TITLE	NUMBER OF POSITIONS				TO BE FILLED	HIRING GOAL	
	NEEDED	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
<p>Preference Order - (e.g. Resident Training, Central Advisory Council, Local Advisory Council, Resident Management Corporation)</p> <ol style="list-style-type: none"> 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 			<p>Race/Ethnic/Gender Codes</p> <p>B = Black American AP = Asian Pacific American NA = Native American H = Hispanic American W = White American M = Male F = Female</p> <p>(e.g., 4BF: = Section 4 priority 4, black female)</p>	

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 *site*. 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 existing 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 Aggregate 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

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 India 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).

Section 3 Regulations

<p>PART 136-ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS</p>	<p>Subpart A-General Provisions</p>	<p>(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.</p>
<p>Subpart A-General Provisions Sec.</p>	<p>135.1 Purpose.</p>	<p>(3) <i>Threshold \$ - No thresholds for section 3 covered public and Indian housing assistance.</i> 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.</p>
<p>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.</p>	<p>(a) <i>Section 3.</i> 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.</p>	<p>(ii) <i>Thresholds for section 3 covered ho using and community development assistance-(A) Recipient thresholds.</i> 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.</p>
<p>Subpart S - Economic Opportunities for Section 3 Residents end Section 3 Business Concerns</p>	<p>(b) <i>Part 135.</i> 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.</p>	<p>(B) <i>Contractor and subcontractor thresholds.</i> 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.</p>
<p>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.</p>	<p>135.2 Effective date of regulation.</p> <p>The regulations at this part will expire on June 30, 2009, unless adopted by final rule published on or before this date.</p>	<p>(C) <i>Threshold met for recipients, but not contractors or subcontractors.</i> 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.</p>
<p>Subpart C - (Reserved)</p>	<p>135.3 Applicability.</p>	<p>(b) <i>Applicability of section 3 to entire project or activity funded with section 3 assistance.</i> 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</p>
<p>Subpart D - Complaint and Compliance Review</p>	<p>(a) <i>Section 3 covered assistance.</i> Section 3 applies to the following HUD assistance (section 3 covered assistance): (1) <i>Public and Indian housing assistance.</i> 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) <i>Housing and community development assistance.</i> 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;</p>	<p>(b) <i>Applicability of section 3 to entire project or activity funded with section 3 assistance.</i> 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</p>
<p>13530 General. 135.72 Cooperation in achieving compliance. 13534 Section 3 compliance review procedures. 135.75 Filing and processing complaints.</p>	<p>135.3 Applicability.</p>	<p>(b) <i>Applicability of section 3 to entire project or activity funded with section 3 assistance.</i> 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</p>
<p>Subpart E - Reporting and Recordkeeping</p>	<p>135.90 Reporting. 135.92 Recordkeeping end access to records.</p>	<p>(b) <i>Applicability of section 3 to entire project or activity funded with section 3 assistance.</i> 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</p>
<p>Appendix to Part 135</p>	<p>Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).</p>	<p>(b) <i>Applicability of section 3 to entire project or activity funded with section 3 assistance.</i> 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</p>

Section 3 Regulations

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 and 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 PI-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 and 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, mortgagee, 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 persons. See 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 and 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 and 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, and 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 amended. 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 CFR 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 for 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. See the definition of 'Section 3 resident' in this Section. *Metropolitan area* means a metropolitan statistical area (MSA), 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)(1).

New hires mean full-time employees for

Section 3 Regulations

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 (Pff41) 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 and 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 set 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 and 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 section 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 and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a 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)(2)fl. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 50 percent 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 80 percent of the median for the area on the basis of the Secretary's findings that such variations are 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 persons) whose incomes do not exceed 50 percent of the median family income for 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 percent 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

Section 3 Regulations

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 has 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 redelagate 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 redelagated by the Assistant Secretary.

135.9 Requirements applicable to HUD NOFAs for Section 3 covered programs.

(a) Certification of compliance with part 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 part 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 for 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 be 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 85.36(c)(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 rents 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 wage rates, HUD policies and guidelines. These requirements include adherence to the

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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 Order 12816.* Certain contractor, covered by this part are subject to compliance with Executive Order 12816, 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. (b) *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 FY 2008;

(ii) 20 percent of the aggregate number of new hires 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 FY 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* (1) In the absence of evidence to the contrary, a recipient that

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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 other 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 and 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 part, 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, if 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 set 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 part.

§ 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 and 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 shall 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 (category 3 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 for Section 3 business concerns in contracting opportunities.

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(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 housing 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 than 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 programs.* 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 in 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 contracts shall include the following clause (referred to as the section 3 clause)

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 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 CFR 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 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 CFR 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

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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).

§135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as 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 part-time positions.

(c) *Other business related economic opportunities.* (1) 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 joint 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 and 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, and 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 an 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 part.

(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.

§135.72 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 HUD recipients and 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 part.

(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

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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 is not a section 3 resident but who represents one or more section 3 residents;

(2) 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 complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C., 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 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 and 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 last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) 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 complainant, and include:

(i) The complainant'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 date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone

to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and 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 not 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 shall 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 complainant, 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

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the recipient is unable to resolve 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 complaint 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 failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether 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 binding 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 and Budget under control number 2529-0043.)

Subpart E – Reporting and Recordkeeping

§135.90 Reporting

Each recipient which receives directly from 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 Section 3 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 Section 3 covered assistance is provided or otherwise made available to the recipient or contractor.

FY09 Procurement Plan

RFP for Utility Consumption
RFP for Energy Conservation

Task

1. Dorie Miller
 - (A) Pave, stripe, seal coat and paint all roads and sidewalks
 - (B) Repair water and sewer drainage problem on northwest end of the property
 - (C) Repair office and community room roof
 - (D) Demolish 14 buildings in center section and create green space
 - (E) Create designated resident/guest parking, playgrounds & basketball courts
 - (F) Increase exterior lighting
 - (G) Install video surveillance Prepare RFP Procurement Department prepares RFP and advertisement
 - (H) Install low energy fluorescent Bids Due- This phase generally requires prebid conference for construction project and professional services
 - (J) Install new playground in Miller Heights

2. Delaney Community & Delaney West
 - (A) Demolish Delaney West and create green space
 - (B) Install Playgrounds
 - (C) Install video surveillance security equipment
 - (D) Install low energy fluorescent and/or halogen lighting in common areas and exterior

3. Colonial Gardens
 - (A) Demolish 13 Flood Units
 - (B) Relocate management office to ADA accessible unit
 - (C) Construct a maintenance storage facility and work shop
 - (D) Install video surveillance security equipment
 - (E) Install low energy fluorescent and/or halogen lighting in common areas and exterior

4. Concorde Village, Concorde of the Hill & Ivanhoe Scattered Sites
 - (A) Repair management office roof
 - (B) Install playground equipment
 - (C) Install video surveillance security equipment
 - (D) Demolish fire damaged building at Concorde on the Hill, 5049 W. 18th Ave. & 453 Hamlin
 - (E) Increase exterior lighting at Concorde on the Hill
 - (F) Replace functionally obsolete wood siding at Concorde Village
 - (G) Install low energy fluorescent and/or halogen lighting in common areas and exterior

5. Gary Manor/Broadway Manor/Al Thomas

- (A) Pave, stripe, seal coat and paint parking lot
- (B) Repair Fire Damage House in cul-de-sac
- (C) Redecorate the lobby, community room, common areas, halls & stairwells in Al Thomas
- (D) Create rental signs for all properties
- (E) Install low energy fluorescent and/or halogen lighting in common areas and exterior

6. Glen Park

- (A) Redecorate the lobby, community room, common areas, halls & stairwells in 3280 Pierce
- (B) Upgrade video surveillance to include night vision in parking areas.
- (C) Install low energy fluorescent and/or halogen lighting in common areas and exterior

7. Genesis Tower

- (A) Redecorate the lobby, community room, common areas, halls & stairwells in 3280 Pierce
- (B) Upgrade video surveillance to include night vision in parking areas.
- (C) Install low energy fluorescent and/or halogen lighting in common areas and exterior

8. Carolyn Mosby

- (A) Redecorate the lobby, community room, common areas, halls & stairwells in 3280 Pierce
- (B) Upgrade video surveillance to include night vision in parking areas.
- (C) Repair final stress points and leaking on building façade front & rear
- (D) Install low energy fluorescent and/or halogen lighting in common areas and exterior

GARY HOUSING AUTHORITY PROCUREMENT POLICY (REVISION 08.15.08)



Alfreda Peterson, Executive Director
August 14, 2008

Gary Housing Authority – Procurement Policy (Revision 08.15.08)

1. GENERAL PROVISIONS OF THE POLICY

A. Purpose

The purpose of this policy is to provide a procurement system of quality and integrity; to ensure fair and equitable treatment of all individuals or firms involved in procurement and contracts by the Gary Housing Authority (heretofore called the Agency or the Authority). This policy assures that the Authority procures supplies, equipment, services and construction effectively, efficiently and at the most favorable prices to the Gary Housing Authority. And finally, this document requires the Gary Housing Authority purchasing actions to be in full compliance with applicable Federal standards, HUD regulations, state laws, and local statutes by promoting competition in contracting and procurement, to the extent possible and in the best interests of the Gary Housing Authority.

B. Policy Modifications

This policy and any subsequent modifications shall be submitted to the Board of Commissioners for approval. The Board of Commissioners appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that the procurement policy adopted is appropriate for the Gary Housing Authority and adhered to by all staff engaged in procurement activities.

2. APPLICATION OF THE POLICY

This statement of Procurement Policy applies to all contracts for the procurement of supplies, equipment, services, and construction entered into by the Gary Housing Authority. It shall apply to all expenditures of Federal funds by the Agency for public purchasing, irrespective of the source of funds, including contracts that do not involve an obligation of funds (such as concession contracts). Nothing in this policy, however, shall prevent the Agency from complying with terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with prevailing law.

The term 'procurement' as used in this policy includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment. The Board of Commissioners, Executive Director and the Gary Housing Authority expects that monies will be spent to purchase services and supplies in compliance with this policy.

Procurement information shall be a matter of public record to the extent provided by state law (*Public Release of Business Records Act*¹) and shall be available to the public as provided by law.

3. PROCURMENT AUTHORITY AND ADMINISTRATION

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A. HUD Field Office Approval and Oversight

The following applies under provisions of the Memorandum of Agreement (MOA) between Gary Housing Authority and the U.S. Department of Housing and Urban Development (HUD) dated 1/1/2008 and will remain in effect until removal from MOA requirements is granted:

- All non-Capital Fund Program (CFP) procurement actions exceeding \$20,000 and all CFP procurement actions exceeding \$0 will require prior HUD Field Office approval.

B. Executive Director's and/or Contracting Officer's Responsibilities

The Contract and Procurement Department is the coordinating and implementing office for this policy under the direct supervision of the Director of Contracting and Procurement, under the direction of the Gary Housing Authority Contracting Officer. The Contracting Officer shall administer all procurement transactions. The Contracting Officer shall be the Executive Director or any other individual so designated by the Executive Director. Any delegations of contracting authority must be documented in writing. The Contracting Officer shall ensure that the following occurs:

1. Procurement requirements are subject to annual planning process to assure efficient and economical purchasing;
2. Contracts and modifications are in writing and clearly specify the desired supplies, services and/or construction; are supported by sufficient documentation regarding the history of the procurement, including at a minimum, the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price; and that contracts and modifications are awarded only by the Gary Housing Authority's employees designated in writing as having such authority;
3. For formal procurements (contracts, \$75,000.00 and up) other than small purchases, public notice is given of each upcoming procurement, at least fifteen (15) business days before a solicitation is due, responses to such notice are honored to the maximum extent practical; a minimum of fifteen (15) business days is provided for preparation and submission of bids or proposals prior to advertisement and notice of contract awards are made available to the public;
4. Solicitation procedures are conducted in full compliance with Federal standards state in *24 CFR 85.36²*, or state and local laws that are more stringent, provided they are consistent with 24 CFR 85.36;
5. For all procurements over \$2,500.00, an independent cost estimate will be prepared before solicitation is issued and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements over \$2,500.00;

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6. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the best value to the Gary Housing Authority, considering price, technical and other factors as specified in the solicitation (for contracts awarded based on competitive proposals), unsuccessful firms are notified with 10 business days after contract award;
7. Work is inspected before payment, and payment is made promptly for contract work performed and accepted; and
8. The Gary Housing Authority complies with applicable HUD review requirements as provided in the operational procedures supplementing this statement.

C. Board of Commissioners' Responsibilities

The Board of Commissioners of the Gary Housing Authority authorized the Executive Director to approve all small purchase agreements and professional service contracts under \$75,000.00 without Board approval. The Board of Commissioners retains authority over the awarding of all contracts from \$75,000.00 and over. [Note Section 3\(A\)](#)

D. Contractors' Responsibilities

Procurement shall be conducted only with responsible contractors, i.e. those who have the technical and financial competence to perform and who have a satisfactory record of integrity. The Authority shall review each proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the US General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other PHA's), and financial and technical resources. Contracts shall not be awarded to debarred, suspended and/or ineligible contractors.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reason for the determination.

E. Suspension, Debarment and Ineligibility

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred or determined ineligible by HUD in accordance with HUD regulations (*24 CFR Part 24³*) or by other Federal agencies when necessary to protect the Gary Housing Authority in its procurement activity.

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F. Qualified Bidders' Lists

Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any pre-qualified lists of persons, firms, or products, which are used in the procurement of supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

G. Competitive Specifications

The Agency shall seek full and open competition in all of its procurement transactions. All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Gary Housing Authority's needs. Specifications shall be reviewed by the procurement department prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain more economical purchase.

For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

H. Limitations on Competition

The following specification limitations shall be avoided:

1. Geographic restrictions not mandated or encouraged by applicable Federal law (except for architect/engineer contracts, which may include geographic location as a selection factor if adequate competition is available);
2. Unnecessary bonding or experience requirements;
3. Brand name specifications (unless a written determination is made that only the identified item will satisfy the Authority's needs): and
4. Brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any state licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the Agency's computer needs and then allowing that same consultant to compete for the subsequent contract for the computers).

I. Cooperative Purchasing

The Gary Housing Authority may enter into state and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a

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direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Gary Housing Authority may use Federal or state excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Regardless of the type or dollar amount of the purchase that needs to be made, the Gary Housing Authority can utilize the *State of Indiana's Quantity Purchase Agreement (QPA)*⁴ to purchase goods and/or services, where existing contracts with State agencies exist. QPAs are contracts established by the IDOA Procurement Division for repetitively purchased items, in which the vendor agrees to offer the quoted prices for the term of the contract. Purchases may be made from these contracts at any time. Because these items were solicited by the State, no further analysis is needed, unless the contract is at least one year old. In the case of QPA agreements that are older than one year, but still under contract, the Gary Housing Authority will obtain at least one other quote for the product/service as a basis of price analysis. As with the State's QPA policy, products/service bought under these contracts have no dollar threshold. However, the Board of Commissioners shall approve all purchases that exceed the Gary Housing Authority small purchase threshold of \$74,999.99, regardless of the item procured. Utilization of QPA contracts require that the Gary Housing Authority obtain a printed copy of the State's QPA agreement with the vendor(s), verify that the item and/or service sought is contained within the agreement with the state. A list of QPA contracts is provided on the Internet at www.IN.gov/idoa/proc/resources.html.

J. Resident-Owned Business

The Gary Housing Authority may utilize the Alternate Procurement method specified in *24 CFR Part 963*⁵ to grant contracts exclusively to resident-owned businesses. Under this alternate procurement method, the contract shall not exceed \$1 million. The resident-owned business must be owned by at least 51 percent (51%) or more of public housing residents. Second, the management and daily business operations must be controlled by one or more public housing residents.

A resident-owned business is not eligible to participate, if it has received one or more contracts with a combined dollar value of \$1 million under the alternative procurement method, historically.

The contract award shall be made to the responsible firm (either Section 3 or non-Section 3) whose proposal is determined most advantageous, considering price and all other factors.

4. PROCUREMENT METHODS

A. Small Purchase Procedures

Gary Housing Authority will directly purchase the required items utilizing one of the following procurement methods which shall be chosen based on the

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nature and anticipated contract value of the total requirement. All provisions under this section are governed in accordance with Section 3(A)

1. General – Any contract not exceeding \$75,000.00 (the simplified acquisition threshold) may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with the Assistance to Small and Other Businesses section of this policy). The Gary Housing Authority uses the *City of Gary's Procurement Policy*⁶, Indiana's small purchase threshold as a basis for formulating its on policy, pursuant to the HUD Procurement Guidebook for Public and Indian Housing Agencies – 7460.8.
2. Petty Cash Purchases – Small purchases less than twenty-five dollars (\$25.00) which can be satisfied by local sources may be processed through the use of petty cash account. Items over \$25.00 shall not be purchased using petty cash. These purchases must be accomplished by a receipt, and reconciled as needed before replenishment. The Contracting Officer shall ensure that the account is established in an amount of \$100.00 (one hundred dollars) sufficient to cover small purchases made during any one month period, security is maintained, and only authorized individual have access to the account.
3. The Petty Cash account shall be periodically reconciled and replenished by submission of a voucher to the Finance Director and periodically audited by the Internal Auditor's Office or a designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.
4. Small purchases of \$2,500.00 or less – For small purchases below \$2,500.00, one quotation can be solicited, if the price received is considered 'reasonable'. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order. Regardless of the type and/or dollar amount of the purchase that needs to made, a QPA contract can be utilized pursuant to the above requirements for use.
5. Small purchase over \$2, 500.00 and up to \$74,999.99 – For small purchases in excess of \$2,500.00 but not exceeding \$75,000.00, the Contracts and Procurement Department can utilize the IDOA's QPA contracts, issue blanket purchase orders or make inquiries in the open market from no fewer than three offerors. These quotes may be obtained orally, by telephone, by facsimile transmission or in writing, as allowed by state or local laws. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for

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architect/engineer contracts. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record (unless otherwise provided in state or local law).

Below are the requirements for establishing a blanket purchase order with a vendor (heretofore called 'covenant vendor') for the procurement and purchase of materials inventory and office inventory, used solely by the Gary Housing Authority departments.

- a. Gary Housing Authority, through its Contract and Procurement Department, will issue blanket purchase orders for those departments having frequent, relatively small, and/or emergency needs from a designated vendor, so long as the aggregate of the purchase does not exceed the established small purchase threshold, as presented in the Procurement Policy of the Gary Housing Authority. The blanket purchase order is an agreement with a covenant vendor that locks in a price for a particular item and/or a blanket discount over an assortment of items that are regularly purchased by the Gary Housing Authority from the covenant vendor for a period of time not to exceed one year
- b. A blanket purchase order can cover multiple items, if the prices for these items have been negotiated with the covenant vendor to include a discount that covers all items ordered by the Gary Housing Authority under the blanket agreement. Otherwise, the agreement can only cover a single item whose price has been negotiated to be economical and efficient to the needs of the Agency. In addition to the small purchase limit, no single item of supply can have an aggregate purchase amount to exceed \$2,500. No equipment items may be purchased on a blanket order. Total expenditures on a blanket purchase order must not exceed the total dollars encumbered on that order. Whereas, covenant vendors may be given different dollar thresholds based on the available amount of credit extended by their respective firms; no blanket purchase order issued by the Gary Housing Authority can exceed \$50,000.00 and/or the established small purchase threshold adopted by the Board of Commissioners of the Gary Housing Authority and included in the Procurement Policy of the Gary Housing Authority or whichever is the lesser dollar amount. All blanket purchase orders expire the earliest of one year (twelve months) and/or at the end of the fiscal period that the agreement was enacted. Absolutely no blanket purchase order can exceed a period of twelve months.
- c. In order to qualify as a covenant vendor, an entity must accept Gary Housing Authority purchase orders; extend a credit limit equal to the amount of the blanket agreement requested(not

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to exceed \$50,000.00); and agree to all of the above terms of the blanket agreement. In establishing a covenant vendor, the Agency will exercise all of its procurement policies and practices to ensure that every opportunity is given to Section 3, Women/Minority-owned, and Resident-owned business entities.

6. For all purchases and contracts in the amount \$75,000.00 and over, either a QPA contract or a formal solicitation in the format of an Invitation for Bid (IFB) or Request for Proposal (RFP) is required. Outreach to qualified minority-owned and women-owned enterprises will be utilized whenever appropriate. Advertisement will be placed in an adequate number of publications.
7. Purchases of professional services (e.g. construction, architectural/engineering services, legal, accounting, social service, etc) within the Gary Housing Authority's grants and operating budgets may be approved by the Executive Director or his/her designee up to \$74,999.99 and/or the small purchase threshold as allowable by the state law or which ever is the more stringent amount. These services may be solicited by a Request for Proposal (RFP) or Request for Qualifications (RFQ).
8. The Gary Housing Authority shall not enter into, execute or approve any agreement and/or contract for professional, management, fee accountants, legal or other services with any person or firm where the initial period or term of the contract is in excess of two years and any option, extension or renewal which makes the total length of the contract as modified exceed two years without the written approval of HUD. HUD may require prior approval unless exempted.
9. Gary Housing Authority, through its Contract and Procurement Department, will issue blanket purchase orders for those departments having frequent, relatively small, and/or emergency needs from a designated vendor, so long as the aggregate of the purchase does not exceed the established small purchase threshold (\$74,999.99). The blanket purchase order is an agreement with a covenant vendor that locks in a price for a particular item and/or a blanket discount over an assortment of items that are regularly purchased by the Gary Housing Authority to conduct regular business from the covenant vendor for a period of time not to exceed one year.

B. Formal Procurement – Sealed Bids

1. General. Purchases \$75,000.00 and over must be made in accordance with the Formal Procurement Policy authorized in this section or by QPA contract. Formal Procurement purchases will generally utilize the Sealed Bid or Competitive Proposal methods. QPA contracts exercised for purchases \$75,000.00 and over must be approved by the Board of Commissioners.

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2. Conditions for Use. Contracts shall be awarded based on Competitive Sealed Bidding if the following conditions are present:
 - c. The cost of the materials/services will be \$75,000.00 and over;
 - b. A complete, adequate, and realistic specification or purchase description is available;
 - c. Two or more responsible bidders are capable of competing effectively for the work; and
 - d. The procurement lends itself to a firm, fixed price contract, and the selection of the successful bidder can be made principally on the basis of price.

Competitive Sealed Bidding is the preferred method for construction procurement and procurement of commodities. Competitive Sealed Bidding should not be required for professional services contracts and architect/engineering services.

3. Solicitation and Receipt of Bids. An Invitation for Bids shall be issued to include specifications and all contractual terms and conditions applicable to the procurement including statement that award will be made to the lowest responsive and responsible bidder whose bid meets the requirements of the Invitation for Bids. The Invitation for Bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped, and shall be stored in a secure place until the public bid opening. A bidder may withdraw its bid at any time prior to bid opening.
4. Bid Opening and Award. Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. Bids shall be evaluated and awards made based only on the criteria stated in the invitation for bids. Award shall be made by written notice to the lowest responsive and responsible bidder as provided in the invitation for bids. Unsuccessful bidders shall be notified of results of the solicitation. Any or all bids may be rejected if there is a sound documented reason. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost analysis verifies the reasonableness of the price. If equal low bids are received from responsible bidders, award shall be made by a random selection method, unless otherwise provided in State or local law and stated in the Invitation for Bids.
5. Mistakes in Bids.
 1. Correction or withdrawal of the erroneous bids may be permitted, where appropriate, before bid opening by

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written, telegraphic or facsimile notification, received in the Gary Housing Authority office designated in the invitation for bid one hour prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended.

A low bidder alleging a nonjudgmental mistake may be permitted to withdraw their bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

2. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted.
3. Bonds. In addition to the other requirements of this Policy, the following requirements apply:
 - a. For construction contracts \$75,000.00 and over, other than those specified in sections 2 and 3 below, contractors shall be required to submit the following, unless otherwise required by State or local laws or regulations:
 1. A bid guarantee from each bidder equivalent to 5% of the bid price; and
 2. A performance bond for 100% of the contract price; and
 3. A payment bond for 100% of the contract price.
 4. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid.
 - b. In the case of construction of conventional development projects funded pursuant to the US Housing Act of 1937, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
 1. A bid guarantee from each bidder equivalent to 5% of the bid price; or

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2. Separate performance and payment bonds each for 50% or more of the contract price; or more of the contract price; or
 3. A 20% cash escrow; or
 4. A 25% irrevocable letter of credit.
- c. In case of construction under the Capital Funds Grant Program and/or the Comprehensive Grant Program funded pursuant to the US Housing Act of 1937, for any contract \$75,000.00 and over, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
1. A bid guarantee from each bidder equivalent to 5% of the bid price;
 2. One of the following:
 - i. A performance and payment bond for 100% of the contract price; or
 - ii. Separate performance and payment bonds, each for 50% or more of the contract price;
 - iii. A 20% cash escrow;
 - iv. A 25% irrevocable letter of credit.
6. Inadequate Surety. If the low bidder fails to produce acceptable assurance of completion:
1. The Gary Housing Authority shall consider the bid guarantee forfeited and notify the surety company.
 2. The amount to be recovered should equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted bid.
 3. The defaulting bid should not be rejected until after recovery.
7. Liens. To assure that no liens will be filed against any property (buildings, lot or grounds) owned by the Gary Housing Authority, each contractor and subcontractor of any tier shall provide a Stipulation Against Liens to the Gary Housing Authority.

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C. Competitive Proposals

1. Conditions for Use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluation technical proposals and where the Gary Housing Authority determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited to permit reasonable competition (normally, at least 3).
2. Solicitations. The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued.
3. Pre-Bid/Proposal Conference. After the solicitation is issued and before the deadline for submission, a pre-bid or pre-proposal conference with prospective contractors/consultants may be held to discuss the solicitation. Notice of any scheduled pre-bid/proposal conference shall be included in the solicitation. The pre-bid/proposal conference should be held at a time where bidders have enough time to revise their bid/proposal before the bid/proposal is opened.

Conference attendance would not be mandatory or a basis for rejecting a bid/proposal.

4. Negotiations. Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.

The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements.

No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposal prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

5. Award. After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price

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and other factors considered are the most advantageous to the Gary Housing Authority.

6. Architect/Engineering Services. Architecture and engineering services \$75,000.00 and over may be obtained by either the competitive proposal method or qualifications-based selection procedures, unless State law mandates a specific method. Sealed bidding, however, shall not be used to obtain architecture/engineering services.

Under qualification-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services, even though architecture-engineering firms are potential sources.

D. Noncompetitive Proposals

1. Conditions for use. Procurements shall be conducted competitively to the maximum extent possible. Procurements by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:
 - a. The item available only from a single source, based on a good faith review of available sources;
 - b. An emergency exists that seriously threatens the public health, welfare, or safety; endangers property; or would otherwise cause serious injury to the Authority, as may arise by reason of flood, earthquake, epidemic, riot, equipment failure, or similar event.

In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;
 - c. HUD authorizes the use of noncompetitive proposals; or
 - d. After solicitation of a number of sources, competition is determined inadequate (such as receiving only one bid in response to an Invitation for Bid).
 - e. It is necessary that the desired item manufactured by only one source be compatible and interchangeable with existing equipment.

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2. Justification. Procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures.
3. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis as described in section E below.

E. Cost and Price Analysis

1. General. Some form of cost or price analysis shall be performed for all procurement actions, including contract modifications, using the procedures described in *HUD Handbook 2210.18⁷*. The degree of analysis shall depend on the facts surrounding the procurement. The method of analysis shall be determined by the principles outlined in section 2, below.
2. Independent Cost Estimate.
General – A written independent cost estimate of all procurements must be made before soliciting bids or proposals.
 - a. The cost estimate is needed in order to determine the method of procurement that should be used (i.e. small purchase, sealed bid, etc).
 - b. The cost estimate is an in-house method of analyzing its needs and anticipating the type of work contractors will have to perform in order to do the job.
 - c. The cost estimate is confidential information and should not be disclosed outside the Gary Housing Authority.
 - d. The general range of dollars for construction contracts may be disclosed to enable the bidder to understand the scope of the project.
3. Simple Independent Cost Estimate. Examine the price paid in the most recent contract for the particular type or size of procurement and factor in inflation or changed market conditions.
4. Detailed Independent Cost Estimate. Depending on the type and size of the procurement, the independent cost estimate may be as detailed as follows:
 - a. Use available published price lists, insurance estimates, commercial construction cost estimating publications, known Davis-Bacon wage rates and pricing history from prior contracts.
 - b. Include anticipated labor costs, material expenses, subcontracted items, overhead, profit and any other cost factor that may impact the contract.

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- c. The cost estimate for commercial items should be based on published catalog or market prices. The price lists from local or national vendors should be maintained to assist in the development of the independent cost estimate.
5. Submission of Cost or Pricing Information. If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the Authority (i.e. when contracting for professional, consulting, or architecture/engineering services) the offeror shall be required to submit:
 - a. A cost breakdown showing projected costs and profits;
 - b. Commercial pricing and sales information, sufficient to enable the Authority to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
 - c. Documentation showing that the offered price is set by law or regulation.
6. Cost Analysis. Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of their proposal. When a cost breakdown is submitted, a cost analysis shall be performed of the individual cost elements; the Authority shall have a right to audit the contractor's books and records pertinent to such costs, and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, *Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR*⁸). In establishing profit, the Authority shall consider factors such as the complexity and risk of the work involved; the contractor's investment and productivity; the amount of subcontracting; the quality of past performances; and industry profit rates in the area for similar work.
7. Price Analysis. For competitive procurements, in which cost or pricing information is not required of contractors, the Authority shall perform a comparison of prices received in relation to the independent cost estimate, to ensure that the price being paid is reasonable.

F. Cancellation of Solicitations

An invitation for bids, request for proposals, or other solicitation may be cancelled before offers are due, if the Authority no longer requires the supplies, services or construction; the Gary Housing Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons. The reasons for cancellation shall be

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documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

5. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

A. Contract Types

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Gary Housing Authority may be used, provided that the cost plus a percentage of the cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties.

A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise; the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, HUD Handbook 2210.18); and the contractor is paid only allowable costs.

A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at their own risk.

B. Options

Options for additional quantities or performance periods may be included in contracts, provided that:

1. The option is contained in the solicitation;
2. The option is a unilateral right of the Gary Housing Authority;
3. The contract states a limit on the additional quantities and the overall term of the contract;
4. The options are evaluated as part of the initial competition;
5. The contract states the period within which the options may be exercised;
6. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
7. The options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

C. Contract Clauses

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36(i), such as the following:

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1. Termination for convenience;
 2. Termination for default;
 3. Equal Employment Opportunity;
 4. Anti-Kickback Act;
 5. Davis-Bacon Act;
 6. Contract Work Hours and Safety Standards Act, Reporting Requirements;
 7. Patent Rights;
 8. Rights in Data;
 9. Examination of Records by Comptroller General, and Retention of Records for Three Years After Closeout;
 10. Clean Air and Water;
 11. Energy Efficiency Standards;
 12. Bid Protests and Contract Claims;
 13. Value Engineering; and
 14. Payment of Funds to Influence Certain Federal Transactions
- The Operation Procedures shall contain the text of all clauses and required certifications used by the Gary Housing Authority.

D. Contract Administration

1. General. It is the Authority's policy to resolve all contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.
2. Bid Protests. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be

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considered. All bid protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

3. **Contract Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer, or designee, for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Executive Director.
4. **Contract Modifications.** Contracts modifications are any written alteration in the specifications; delivery point; date of delivery; contract period; price; quantity; or other provision of an existing contract. Contract and purchase order modifications shall be issued in one of the following modification forms:
 - a. bilateral modification (such as a supplemental agreement, in which both parties mutually agree on contract changes) that is signed by both the Contracting Officer and the contractor; or
 - b. unilateral modification (a modification that is signed only by the Contracting Officer, such as a change order pursuant to the Changes clause on Form HUD-5370, or administrative modification, such as a change in the address of the payment office).

Bilateral modifications are the preferred method of modifying contracts and purchase orders. In either case, all contract modifications shall be in writing.

- c. A change order is a change issued by the Contracting Officer, after the award of a contract, in any of the contract terms, including specifications, completion time, description of the work, etc., within the scope of the contract. All Gary Housing Authority contracts shall contain a Changes clause, such as that on the Forms HUD-5370 (for construction) or HUD-5370-A (for non-construction). A change order may be issued unilaterally by the Contracting Officer. In such cases, the contractor is entitled to submit a change order proposal to identify any changes in cost or schedules as a result of the change, and the parties negotiate an equitable adjustment.
- d. Change orders may be issued bilaterally if the contractor will agree to the change in advance. When a change is mutually agreed upon, including price adjustment for concessions made by either party, a contract modification

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document is prepared and signed by both parties to the original contract. Change shall include at least the following:

1. a detailed description of the proposed change in work;
 2. a reference to the applicable working drawings and specifications;
 3. a fixed price (credit, debit, or no change) for the change in contract work;
 4. estimate of any additional time, if any, required to complete the work;
 5. the contractor's itemized breakdown of the cost of materials and labor and an itemized breakdown for any applicable subcontractors; and
 6. the change indicated on the architectural or engineering drawings, if applicable.
- e. Limitations on change orders. There are limitations on the use of change orders. The Changes clause prescribes the specific circumstances in which a change order may be issued. Changes such as increasing the number of items being purchased or other types of new work are not considered within the scope of the contract or within the authority of the Changes clause.
- f. Records. The Gary Housing Authority shall maintain accurate records and documentation regarding contract modifications by including a register in each contract file. This is required to provide a permanent record of all actions taken in connection with each contract. To provide an overview of all contract modifications and for tracking purposes, the Agency should consider maintaining in the contract file a register of modifications to identify [24 CFR 85.36(b) (9)].
1. the number of the modifications;
 2. a brief description of the modification;
 3. the cost of the proposed modification;
 4. the date submitted to the HUD Field Office for approval, if applicable;
5. Contract Terminations. The Contracting Officer may terminate a contract or purchase order for default for any of the following reasons: failure to deliver the supplies, services, or construction as

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specified; failure to perform work in a timely manner; violation of a contract clause, such as the prohibition against gratuities; repeated violations of labor standards; and similar reasons. Contracts are terminated for reasons described in the termination clauses on Forms HUD-5370 and revised 5370-A. The default clause provides for termination without negotiation when the contractor fails to perform as specified in the contract. Contracts terminated for the convenience of the Agency likewise require immediate work stoppage, but termination costs are negotiated until a satisfactory settlement is reached.

6. Termination Notice. The Contracting Officer shall terminate contracts for convenience or default only by a written notice to the contractor. The notice shall be sent by certified mail, return receipt requested. The notice shall state the following:

1. that the contract is being terminated for the convenience of the Gary Housing Authority or for default, under the contract clause authorizing the termination;
2. whether the contract is terminated in whole or in part; for partial terminations, identify the specific items being terminated;
3. if terminated for default, the acts or omissions constituting the default, the Contracting Officer's determination that failure to perform is not excusable, the Gary Housing Authority rights to charge excess costs of procurement to the contractor, and the contractor's appeal rights;
4. the effective date of termination;
5. the contractor's right to proceed under the un-terminated portion of the contract; and
6. any special instructions.

Copies of the notice should be sent to the contractor's surety, if any, and any assignee.

7. Termination for Convenience.

- a. Settlement. Settlement of contracts terminated for convenience shall be handled by negotiated agreement or determination by the Contracting Officer. The contractor shall submit a settlement proposal promptly to the Contracting Officer for the amount claimed as a result of the termination. Whenever possible, the Contracting Officer

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should negotiate a fair and prompt settlement with the contractor and settle a settlement proposal by determination

- b. Compensation. A settlement should compensate the contractor fairly for work done and the preparations made for the terminated portions of the contract, including a reasonable allowance for profit (but no profit shall be allowed for settlement expenses). However, the Contracting Officer shall not allow profit if it appears that the contractor would have incurred a loss had the entire contract been completed. Fair compensation is a matter of judgment and cannot be measured exactly. The Contracting Officer should use prudent business judgment in the settlement process, as opposed to strict accounting principles. The parties may agree to a total amount to be paid to the contractor without agreeing on individual cost items or profit.

8. Termination for Default.

- a. General. A contract may be terminated for default because of the contractor's actual or anticipated failure to perform its contractual obligations. Under a termination for default, the Gary Housing Authority is not liable for the contractor's costs on undelivered work and is entitled to the repayment of progress payments. If the contractor fails to make progress so as to endanger performance of the contract, the Contracting Officer shall give the contractor a written notice specifying the failure and providing a period of 10 days (or longer period if needed) in which to cure the failure. Upon expiration of the 10 days (or longer period), the Contracting Officer may issue a notice of termination for default, unless the failure to perform has been cured.
- b. Notice. If the contractor has failed to perform work within the required time, and a termination for default appears appropriate, the Contracting Officer should, if practicable, notify the contractor in writing of the possibility of the termination. This notice shall call the contractor's attention to the contractual liabilities if the contract is terminated for default and request the contractor to show cause why the contract should not be terminated for default. If the response to this notice is inadequate or insufficient action is taken in response to it, the contract may then be terminated for default.
- c. Alternatives. Alternatives to termination for default, at the Gary Housing Authority's discretion, include the following: allow the contractor or the surety to continue performance of the contract under a revised delivery schedule (in exchange for a reduced price or other consideration); permit the

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contractor to continue performance of the contract by means of a subcontract or other business arrangement with an acceptable third party, provided the rights of the Gary Housing Authority are adequately protected; or if the requirement for the supplies, services, or construction no longer exists, and the contractor is not liable to the Agency for damages, execute a no-cost termination settlement agreement.

- d. Repurchase. When the supplies, services, or construction are still required after termination, the Contracting Officer shall repurchase the same or similar items against the contractor's account as soon as possible. The Contracting Officer may use any appropriate procurement method for the repurchase (sealed bidding, competitive proposals, or noncompetitive proposals), provided that competition is solicited to the maximum extent practicable to secure the lowest price obtainable under the circumstances, in order to mitigate damages.

6. ASSISTANCE TO SMALL AND OTHER BUSINESSES

A. Required Efforts

Consistent with Presidential Executive Orders 11625, 12138, 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority-owned entities, women business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority's development are used when possible. Such efforts shall include, but shall not be limited to the following:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for

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training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in *24 CFR 135⁹*; and

- g. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in 1 through 6 above.

B. Definitions

A small business is defined as a business that is independently owned, not dominant in its field of operation. The size standards in *13 CFR 121¹⁰* shall be used, unless the Authority determines that their use is inappropriate.

A minority-owned business is defined as an entity which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one which is at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Asian Indian Americans and Hasidic Jewish Americans.

A women business enterprise is defined as a business that is at least 51% owned and operated by a woman or women who are US citizens and who also control and/or operate the business.

A Section 3 classified business concern located in the area of the development is defined as an individual or firm located within the relevant Section 3 covered development area, as determined pursuant to *24 CFR 135.13*; listed on HUD's registry of eligible business concerns; and meeting the definition of small business, as stated above. A Section 3 classified business concern owned in substantial part by persons residing in the area of the development is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered to by the US Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of a small business, as stated above.

7. ETHICS IN PUBLIC CONTRACTING

A. General

The Authority shall adhere to the following code of conduct and shall establish a system of sanctions for violations consistent with applicable State or local law.

B. Conflict of Interest

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No employee, officer or agent of the Gary Housing Authority shall participate directly or indirectly in the selection or in the award or administration of any contract, if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;
2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
3. His/her partner, associate having a business union; or
4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
5. In the event of a conflict of interest of a member of the Board of Commissioners, the Board member is required to disclose the conflict and abstain from voting on any matter where the conflict exists.

C. Gratuities, Kickbacks and Use of Confidential Information

Gary Housing Authority officers, employees or agents shall not under any circumstances solicit or accept gratuities, favors, or anything of monetary value (e.g. lunches, tickets to sporting events, gifts, etc.) from contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain.

Also, Gary Housing Authority's officers, employees, agents and Board of Commissioners, shall not knowingly use confidential information for actual or anticipated personal gain.

D. Prohibition against Contingent Fees

Contractors shall not retain a person to solicit or secure a Gary Housing Authority contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees of bona fide established commercial selling agencies.

E. Standard of Ethical Conduct

1. 1. Improperly Using Official Position. No officer or employee shall use or permit the use of any individual, funds or property under his or her official control, direction, or custody, and/or of any funds or property of the Agency, for a purpose which is or to a reasonable person would appear to be, for the private benefit of the officer or employee or any other person; provided that nothing shall prevent the private use of property of the Agency which is available on equal terms to the public in general (such as the use of library books,

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tennis courts, or use of property of the Agency in accordance with municipal policy in the conduct of official business or the use of off-duty equipment by law enforcement officers assigned to those law enforcement officers, if allowed by the rules of the respective department, if in fact, the property is used appropriately.

2. Improper Influence. No officer or employee shall solicit or receive any thing of monetary value from any person when it has been solicited, received or given, to a reasonable person, would appear to have been solicited, received or given, with the intent to give or obtain special consideration of influence as to any action by such officer or employee in his or her official capacity.
3. Disclosure of Privileged Information. No officer or employee shall disclose or use any information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the officer or employee of any other person; provided that nothing shall prohibit the disclosure of use of the information which is a matter of public knowledge or which is available to the public on request.

REFERENCE ATTACHMENTS TABLE OF CONTENTS
(Items may not be included in their entirety)

1. **State of Indiana Public Release of Business Records Act** (19 pages)
2. **24 CFR 85.36** - ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS (pages 517 – 523)
3. **24 CFR 24** - GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) [pages 244 – 271]

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4. **State of Indiana Department of Administration Procurement Streamlining Manual, Quantity Purchase Agreement Section** (Page 1)
[Cover and first seven (7) pages included]
5. **24 CFR 963** - PUBLIC HOUSING — CONTRACTING WITH RESIDENTOWNED BUSINESSES (pages 452 – 455)
6. **City of Gary Policies and Procedures (Purchasing: Number FP 206.1)** – This document sets the Gary Housing Authority Small Purchase Threshold (pages 1 – 27)
7. **HUD Handbook 2210, Chapters 1 – 10** – used a guidance and reference
8. **48 CFR 4 – Subpart 31.2—Contracts With Commercial Organizations:**
Federal Acquisition Regulations (pages 574 – 616)
9. **24 CFR 135** - ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS (pages 708 – 726)
10. **13 CFR 121 – Small Business Size Regulations** (pages 281 – 283)

Other Reference Materials

11. **OMB Circular A - 87**
12. **OMB Circular A - 110**
13. **OMB Circular A - 122**

GARY HOUSING AUTHORITY

Policy & Procedures Manual

TITLE: FLEET AND VEHICLE USE POLICY

EFFECTIVE DATE: November 13, 2008

POLICY: It is the policy of the Gary Housing Authority that GHA vehicles are used only for official business. Using GHA vehicles for personal use or any other not related to department business is a violation of this policy and may result in disciplinary action up to and including termination.

PURPOSE: The purpose of this policy is to effectively manage and safeguard assets. The proper use and care of vehicles and information assets by Gary housing Authority employees are critical to meeting departmental efficiency goals.

DEFINITIONS:

- **Authorized Driver:** a current GHA employee, who holds a valid Indiana drivers license and who is qualified to operate the type of motor vehicle that will be operated for the intended use of that motor vehicle; and who is cognizant of all state laws and regulations concerning the operation of motor vehicles; and who has no record of driving while impaired by alcohol or drugs in their driving record for the past five-years as recorded in the Indiana Motor Vehicle Division database or any other motor database within the United States of America.
- **Driver:** an authorized driver.
- **Authorized Passenger:** a GHA employee, or another individual, approved in advance by the GHA Executive Director or designee, to be a passenger in an agency vehicle.
- **Passenger:** an authorized passenger.
- **Department:** the Human Resource Department, Facilities Management Department or any administratively attached Department or Agency.
- **Authorized Vehicle:** a GHA vehicle being used ONLY for official Gary Housing Authority business. GHA vehicles shall not be used for any personal business of any sort, or for the transportation of any personal belonging, equipment, tools, cargo, etc. that is unrelated to the direct accomplishment of the operator's agency job.
- **Fleet-Vehicle Manager:** the department employee who has been designated by the Human Resource and/or Facilities Management Departments to coordinate and report on the use and maintenance of vehicles that are operated by Department employees.

Traffic laws, Citations, Driver Conduct

Drivers should observe traffic laws, departmental policies and drive in a courteous and safe manner. The failure of a Driver to obey any applicable traffic laws, whether on or off public right-of-way, while operating or occupying an GHA vehicle may result in the suspension or revocation of their GHA vehicle operating privileges.

All citations received while operating a GHA vehicle shall be the personal responsibility of the individual Driver who receives them. A Driver shall claim no reimbursement, in any form, nor will any such reimbursement be authorized to be paid. All Drivers shall be personally responsible for appearing in court, on their own time, without pay, and shall also be responsible for the payment of any and all fines levied in relation to any citation received while operating or occupying any agency vehicle out of their personal funds. This shall include, but not limited to, parking tickets and moving violations.

Vehicle Drivers must exercise prudence and extreme caution while operating any GHA vehicle. Drivers shall avoid engaging in any inappropriate conduct while operating a GHA vehicle. Operating a GHA vehicle in an inappropriate or discourteous manner, or for illegal activity, shall not be tolerated and may result in the suspension or revocation of the Driver's GHA vehicle operating privileges.

Reporting Accidents

Do Not Admit Liability

In the event of ANY vehicle accident, whether moving or not, whether damage or injury occurs or not, the Driver must, as soon as practicable, notify Supervisor and the Fleet- manager. Generally, the requirements and sequence for the reporting of accidents will be:

1. Initial notification by a telephone call to the Driver's Supervisor and/or Fleet-manager.
2. Subsequent notification in the form of a written report that includes a narrative section from the Driver, or other party assigned by the Driver's Supervisor, addressing the following items:
 - a) A description of the events leading to and causing the accident.
 - b) A list of who was involved (the name, addresses and telephone numbers of all parties).
 - c) A description of the damages to all vehicles and property, with an approximate cost of repairs, if known.
 - d) The type and nature of injuries to Driver, passenger, or others.
 - e) The date and time of the accident.
 - f) The name and contact information of any investigating officer, with a copy of any police reports. In all cases, a police report shall be requested from the law enforcement agency having jurisdiction over the area in which the accident occurred. Should the law enforcement agency not respond within a reasonable period of time, or be unwilling to create or file an accident report, the Driver or Department representative shall note this fact in the written report required to be submitted.

If the Driver fails to stop, or fail to remain at the scene following the occurrence of an accident where required to do so by law, the Driver will be subject to disciplinary action, up to and termination. Unless the Driver suffers an injury that precludes writing, the report should be completed by the Driver **within twenty-four hours of an accident** and be forwarded to the Driver's Supervisor and/or Fleet-Manager. If a Driver is incapacitated as a result of an accident that occurs while they are operating a GHA vehicle, a representative of the Department shall respond in the Driver's place and prepare and file all reports, forms and other paperwork. This in no way relieves the injured Driver of the responsibility for reporting the accident. The Fleet-Manager will review the report and forward notifications to the Human Resource Department, including the appropriate departments. The Fleet-manager will provide a written summary of the review of actions taken or that need to be taken, to the Human Resource department, Driver and appropriate departments. If the summary, reports or other information received by the Department indicated that an employee acted in an improper fashion or in violation of Department policy in the use and operation of a GHA vehicle, the employee may be subject to disciplinary action up to and including termination.

It shall be the responsibility of ALL vehicle operators to ensure that, in addition to the proper and current vehicle registration papers and " Proof of Insurance " papers, a copy of this policy and all required accident reporting forms shall be maintained in the glove compartment of each vehicle.

Nothing in this policy shall supersede any other accident or incident reporting or notification requirements of Gary Housing Authority's Human Resource Department or any other statutory requirements.

Care of Vehicles

Drivers should inspect vehicles to ensure they are ready to drive before operating them. Drivers should notify the Fleet-Manager immediately of any damage or other condition requiring repair. Drivers are required to obtain general maintenance and upkeep for all vehicles. In addition, the Fleet-Manager will coordinate and schedule required maintenance and necessary repairs. Generally, the requirements are:

- Oil and filter change – every 3,000 to 5,000 miles.
- Manufacturer's scheduled service – according to owner's manual.
- Annual inspection and emission checks – scheduled by Fleet-Manager.
- Flat – tires as required. The Driver shall be responsible for having flat tires changed and the cause of the flat tire repaired if the tire can be safely used after the repair is accomplished.
- Batteries – as required. The Driver shall be responsible for taking prudent actions to charge a dead battery and return the vehicle to service.
- Accessible fluids and lubricants – at each fueling.

The Driver is responsible for the maintenance of the interior and exterior of the vehicle in a clean and presentable condition. The Driver is also responsible for the

maintenance of the cleanness of the interior of the engine compartment and the exterior of the engine.

Unauthorized alteration of the original equipment is not allowed. All vehicle alterations, modifications, conversions or improvements must be authorized in advance by the Fleet-Manager.

No vehicle shall be repaired without first contacting and gaining the approval of the Fleet-Manager unless an emergency exist. In an emergency, towing charges (within reason), or repairs necessary to enable movement of the vehicle to a repair facility or safe parking area are authorized ,if the Driver is not able to reach the Fleet-Manager within a reasonable amount of time after the incapacitation of the vehicle. The Driver shall be responsible for arranging for towing in the event of an engine failure while on the road or away from the Driver's base of operations.

If repairs to a vehicle involve more than two working days during which the Driver would be unable to accomplish his or hers job, the Fleet-Manager will provide a loaner vehicle to the Driver **IF ONE IS AVAILABLE.**

Damage to a GHA vehicle or leased vehicle as a result of improper care, negligence or abuse may result in suspension or revocation of the Driver's GHA vehicle operating privileges. Maintenance costs incurred by the abuse or neglect of the Driver shall not be the responsibility of the Gary Housing Authority's administratively attached department or agency, but the sole responsibility of the Driver.

Vehicle Signage

No commercial advertising or partisan political sign may be displayed or carried on any GHA vehicle. Drivers shall ensure that the agency vehicle has displayed on both the driver and passenger door an approved sign identifying the Department. A Fraud and Abuse sticker, with the toll free reporting number, shall be affixed in an approved location on the rear bumper of every GHA vehicle.

Reporting of Mileage

Authorized Drivers will submit monthly mileage reports on or before the 10th of each month to the Fleet-Manager or appropriate department for each GHA owned or leased vehicle assigned to the Driver at the end of the preceding month. That is, if a car was assigned to a Driver at the end of a month, that drive is required to submit the mileage report to the Fleet-Manager or appropriate department by the 10th of the month, *even if the vehicle was reassigned* after the end of the month.

Leasing of vehicles

Agencies may lease a daily pool vehicle from Gary Housing Authority Motor Pool upon approval of the Fleet-Manager.

Change In Status of Vehicle Assignment or Location

Changes in the vehicle status, location, and/or Driver assignments MUST be reported to the Fleet-Manager so that the vehicle database may be updated immediately.

Under – Utilization of Vehicles

Warehouse vehicles are a part of the department's pool for required transportation, and are not vehicles assigned to a particular Amp, department or employee. It is the responsibility of the Fleet-Manager to ensure that all vehicles are utilized on the most efficient manner for the department. The Fleet-Manager will review the statistics and mileage reports in order to determine the most effective assignment or reassignment of vehicles. Those vehicles accumulating low mileage each month may be agency wide rotation by the Fleet-Manager. When the Fleet-Manager determines what vehicles are to be reassigned to maximize the use of the vehicle, the Fleet-Manger will:

1. Forward written notification to the Human Resource Department, Facilities Management, or appropriate department advising that the vehicle will be re-assigned unless the Fleet-Manager receives a request to reconsider the reassignment.
2. Review any request for reconsideration with the Human Resource Department and/or Facility Management Department. Request for reconsideration should include a written justification of the need for the vehicle, explaining why the vehicle has been under-utilized, and explaining what steps have to taken to rotate the vehicle in order to increase the usage. Amps, agencies and departments will be asked to rotate vehicles within their fleet to maximize their utilization.
3. The Fleet-Manager will monitor the mileage on the vehicle for three to four months. If the vehicle mileage does not increase, the Fleet-Manager will withdraw from the agency in question. When the Fleet-Manager rotates an under-utilized vehicle in its place, but will receive one with medium mileage (30,000 to 40,000) miles. When an agency with under-utilized vehicles request additional vehicles, the Fleet-Manager should consider the situation carefully.

Human Resource and Facilities Management Departments Contact with Fleet-Manager

Each employee assigned a motor vehicle will promptly respond to any question from the Fleet-Manager related to a vehicle to the Driver. The Human Resource Department and/or Facilities Management department will inform the Fleet-Manager of any changes in a vehicle's status or condition. The Fleet-Manager will coordinate actions to move or replace vehicles.

Use of Alcohol or Other Drugs

Drivers are prohibited from operating a vehicle after drinking ANY amount of alcohol or using other drugs, legal or illegal that might impair the Driver's ability to safely operate a motor vehicle. The Department's policy is zero tolerance for any violation of this policy. Driver's as well as department employees who are passengers, violating this policy will be subject to disciplinary action, up to and in-

cluding termination. **NOTE:** *an individual may be charge with Driving Under the Influence (DUI) if he or she impaired through consumption of legally authorized prescription drugs if their ability is impaired due to effects of that drug.*

Any Gary Housing Authority employee convicted of driving under the influence of alcohol or drugs, or of alcohol related reckless driving, while operating a GHA vehicle or while using a person vehicle for GHA business shall be subject to disciplinary action, up to and including termination. Any employee who operates a GHA vehicle or who uses a personal vehicle for GHA business and who is convicted of either of the two charges listed above shall immediately inform his or her supervisor of this conviction. The supervisor shall then inform the department head of the employee's conviction. Failure on the part of the employee or the supervisor to provide proper notification shall be grounds for the imposition of disciplinary action, up to and including termination. Any employee who is convicted of either these two offenses while on duty and who is not terminated from employment with Gary Housing Authority shall successfully complete the Defensive Driving Course or other approved course before he or she is again allowed to operate any vehicle in agency service.

Use of Seatbelts

Drivers and all passengers are required to use seatbelts at all times while driving or riding in any vehicle (private, rental, or GHA vehicle) being used for GHA business, in or out the State. Drivers, as well as department employees who are passengers, violating this policy will be subject to disciplinary action, up to and including termination.

Use of Smoking Tobacco

Drivers and all passengers are prohibited from smoking in GHA vehicles. The Department's policy prohibiting smoking in the workplace extends to department vehicles. Drivers as well as employees who are passengers, violating this policy will be subject to disciplinary action, up to and including termination.

Completion of Defensive Driving Course - Required

All Drivers must successfully complete the Defensive Driving Course offered by Human Resource. Mandatory certification in an approved Defensive Driver Training course is required prior to operating a vehicle.

The Driver may be required to provide proof of current Defensive Driving certification prior engaging in the operation of GHA vehicle. Human Resource Department must submit a list of certified drivers, with the certification expiration date, to the Fleet-Manager. Additionally the Fleet-Manager may require repeating the Defensive Diving Course if there is an incident of cause in a GHA vehicle or other private vehicle.

The cost, scheduling of the course and providing of a certificate of completion to the Fleet-Manager is the Responsibility of the Human Resource Department. The original certificate, or a copy thereof, should be placed in the employee's official personnel file kept by the Human Resource Department.

Employees are required to notify the Fleet-Manager of any conviction related to the operation of a motor vehicle. Any employee who fails to report a conviction related to the operation of a motor vehicle will be subject to disciplinary action, and up to and including termination.

All GHA employees who are Drivers of GHA vehicles or private vehicles involved in GHA business and who are involved in any traffic accidents in which they are determined to be at fault, must successfully complete the Defensive Driving Course or a Similar, approved, driving course within one calendar month of the date of the accident or the determination of fault, whichever time is shorter.

Any new employee may request a Defensive Driving Course waiver from the Fleet-Manager, if that employee is signed up for a course that has not yet been held.

Public Complaints About Drivers

The Fleet-Manager will manage complaints. Any employee receiving a complaint from the public must forward it to the Fleet-Manager. The Fleet-manager will then forward the complaint to the Human Resource Director or the appropriate administrative agency to obtain a written response from the Driver. The response must be completed and submitted to the Fleet-Manager within ten working days. The Fleet-manager will review the Driver's response with the Facilities Manager and assist in drafting the department's response to the public. The Human Resource Director, the appropriate administrative agency or Facilities Manager may initiate further investigation of the Driver or disciplinary action against the Driver.

Driving Records Checks Through Indiana Department of Motor Vehicles

The driving record for all employees is obtained from the Indiana motor Vehicle Department prior to enrolling in the Defensive Driving Course. Additionally, at the direction of the Human Resource Department, driving record checks will be made of the driving records of GHA employees authorized to drive GHA vehicles. Driver's records checks will be made on a random, on-going basis as deemed appropriate by the Human Resource Department.

Any record relating to driving while impaired by alcohol or drugs within the past five years will preclude the employee from driving a GHA vehicle.

A. Employee Declaration

I, _____, have read and understand the above **FLEET AND VEHICLE USE POLICY**, and agree to adhere to the rules outlined therein.

Employee Signature

Date

Witness

Date



Gary Housing Authority Mobile Telephone Policy

Purpose

To establish guidelines for the issuance and usage of Gary Housing Authority owned mobile telephones as well as procedures for monitoring and controlling costs related to mobile telephone use in connection with housing authority business. This policy outlines the mobile phone options supported by GHA, guidelines for appropriate use, and other administrative issues relating to mobile phone acquisition and reimbursement. This policy was created in order to enhance employee safety, limit liability, and help manage telecommunications costs.

Scope

This policy applies to all employees and other persons who have or are responsible for any mobile devices issued by GHA or conduct business on behalf of the company using any mobile devices.

General

The final decision on whether an employee/contracted agent will be issued a cellular device rests with Executive Director.

The Information Technology Coordinator of GHA has ultimate authority administering the GHA Mobile Phone Policy.

Any employee/contracted agent who wants additional phone accessories such as head sets; insurance and additional batteries must purchase them on their own.

Issuing a Mobile Telephone

Employees/contracted agents requesting the use of a company-owned mobile phone must go through an application process clearly defining the purpose of the request. Request forms are available through the IT department. All request forms must be approved and authorized by the employee's Manager before submission to the Executive Director for final consideration.

Once the Executive Director has given approval for the issuance of a company mobile telephone, the application is then submitted to the department of Information Technology (IT) for execution.

Company-Owned Mobile Phones: Appropriate Use

- It is imperative that mobile devices owned by GHA be used to conduct GHA business to conduct GHA business only, be used appropriately, responsibly, and ethically. The following must be observed: Failure to comply may result in



disciplinary action including yet not limited to fines, payroll deductions, wage garnishments, suspension and/or termination.

- **Company-owned mobile devices are the property of GHA and must be treated, used, and safeguarded as such. If an employee damages or loses a company-issued mobile phone, the employee must notify the IT Coordinator immediately. All replacement cost are the responsibility of the employee as well as all overage charges made by any non GHA party as the result of a lost mobile phone.**
- **Any GHA mobile device removed from an employee in a criminal manner such as robbery or theft must result in the filing of a police report. The incident must be reported to the employee's manager, the IT Coordinator and the Executive Director within one hour of the occurrence and in advance of the police report filing. A copy of the police report must also be sent to the above parties within twenty four hours of the occurrence.**
- **No employee/contracted agent is to use a company-owned mobile phone for the purpose of illegal transactions, harassment, or obscene behavior, in accordance with other existing employee and/or GHA policies.**
- **Monthly itemized bills will be received by the GHA and reviewed by the IT Coordinator. All costs will be reported to the Executive Director.**
- **Billing information may be obtained from the IT Coordinator.**
- **Any service minutes that are "included" in the monthly plan are the property of GHA.**
- **No employee shall remove the SIMS card from any GHA mobile phone unless directed to by the IT Coordinator. The IT Coordinator will only remove SIMS cards under the direction of the Mobile device vendor.**
- **The employee/contracted agent will be asked to reimburse GHA for overage phone costs not associated with GHA business. This will be determined by a monthly review of all excess phone charges not related to GHA business...**
- **GHA employees are prohibited from using a mobile device for company business while operating a motor vehicle without the necessary accessories to make it a hands free device Any automobile accident resulting from or occurring while using a GHA mobile device is considered a violation of the Mobile Telephone policy. If the incident occurs while driving a GHA Vehicle it is also a violation of the GHA Vehicle Use policy.**
- **The Gary Ordinance 8131 regarding mobile phone use while operating a motor vehicle should be adhered to while driving GHA vehicle. A copy of the ordinance is to be given to all employee/contracted agents.**
-



Global Positioning Tracking

All GHA phones are equipped with Global Positioning capabilities which allow each mobile phone to be tracked by location. The Executive Director has the right to track employees during working hours. The Executive Director has the right to grant such capabilities to any Manager.

Employees have the right to disable the tracking device during non working hours only. The GPS device must remain on during GHA working hours or during an emergency at the request of the Executive Director or any manager that has been designated to make the request on behalf of the Executive Director. The disabling or circumventing of the GPS capability during GHA working hours or emergency circumstances in any way is a violation of the Mobile Telephone policy.

Reimbursement for Mobile Calls

1. Employees may not be reimbursed for GHA business calls made on their personal mobile telephones when a GHA phone has been made available.
2. GHA has a small supply of mobile devices available for short-term assignment and travel.
3. All policies for the appropriate use of company-owned mobile phones (stated above) also apply to GHA loaner phones.
4. Requests for loaner phones are filled on a first-come, first-served basis and require approval from the unit or department manager with budget responsibility for the employee.
5. Monthly itemized bills for loaner phones will be received by GHA and reviewed by the IT Coordinator and then forwarded to the Executive Director for review.

The Executive Director and the employee's immediate Manager will be advised of any breaches of this policy and will be responsible for appropriate remedial action, which may include revocation of the privilege to use GHA mobile devices and disciplinary action, including suspension or termination of employment.



Employee Declaration

I, _____, have read and understand the above Mobile Telephone Policy, and agree to adhere to the rules outlined therein.

Employee Signature

Date

Witness

Date

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management									
Development Identification			Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III Component 7a	Development Activities Component 7b	Demolition / disposition Component 8	Designated housing Component 9	Conversion Component 10	Home-ownership Component 11a	Other (describe) Component 17	Future Leveraged Financing Option
Genesis Tower AMP 1: IN011-025 578 Broadway, Gary, IN, 46402	140-1	As needed Modernization Activities	Redevelopment Study / A&E/ Financing Options		Potential Elderly Designation				Future Leveraged Financing Option
Carolyn Mosley AMP 2: IN011-011 650 Jackson St. Gary, IN, 46402	136-1 6-2	As needed Modernization Activities			Potential Elderly Designation				
Gary, Broadway, Thomas AMP 3 IN011018-22-24 100 W. 11th Ave.. Gary, IN, 46402	169-1 19-2 23-3 9-4	As needed Modernization Activities			Potential Elderly Designation		Potential Section 32 Homeowner Sale		
Glen Park AMP 4: IN011-007 3280 Pierce St. Gary, IN, 46408	11-0 116-1 1-2	As needed Modernization Activities			Potential Elderly Designation				
Concord Village AMP 5: IN011-008-015-019-023 Hanley Street, Gary, IN, 46404	85-2 58-3 5-4 14-5	As needed Modernization Activities		Potential Partial Disposition or Demolition		Potential Voluntary Conversion Activities	Potential Section 32 Homeowner Sale		
Ivanhoe Gardens AMP 6: IN011-002 1 st Street, Gary, IN, 46404	4-0 77-1 134-2 80-3 18-4 4-5			Disposition or Demolition					

Public Housing Asset Management

Development Identification		Activity Description		Other (describe)				
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III Component 7a	Development Activities Component 7b	Demolition / disposition Component 8	Designated housing Component 9	Conversion Component 10	Home-ownership Component 11a	Other (describe) Component 17
Delaney Comm-West AMP 7: IN011-001-004 Harrison & Polk St. Gary, IN, 46407	11-0 108-1 240-2 111-3 45-4 1-5	As needed Modernization Activities		Potential Partial Disposition or Demolition		Potential Required Conversion Activities		
Colonial Village AMP 9: IN011-09-10-20 Tennessee St. Gary, IN, 46404	21-2 9-3 29-4 14-5	As needed Modernization Activities		Potential Partial Disposition or Demolition			Potential Section 32 Homeowner Sale	
Dorrie Miller AMP 10: IN011-5-6-17 Alabama/Iowa/5th Gary, IN, 46407	14-0 12-1 176-2 114-3 64-4 13-5	As needed Modernization Activities		Potential Partial Disposition or Demolition		Potential Required Conversion Activities		

Agency Plan For FYB 2009

Asset Management Phase In Management Fees

The Gary Housing Authority (GHA) elects to phase-in its management fees through 2012. Currently, the overhead charges to the public housing program is **\$89.04** PUM, which is based on most recent financial statements November 2008 (FYE 2009). The allowable management fees for GHA are as follow:

Management Fees	\$38.30 PUM
Bookkeeping Fee	\$ 7.50 PUM
Asset Management Fee	<u>\$10.00</u> PUM
Total	\$55.80 PUM

The difference between the current overhead costs, **\$89.04** PUM, and the allowable fee schedules of **\$55.80** is **\$33.24**PUM. The GHA proposes the following phase-in schedule:

Scheduled of Phased-In Management Fees for GHA

2009(Year 1) <u>\$89.04</u> PUM	2010(Year 2) <u>\$82.39</u> PUM
2011(Year 3) <u>\$75.74</u> PUM	2012(Year 4) <u>\$55.80</u> PUM

Please Note: Safe Harbor Phase-In Schedules

1. 20% Progress towards meeting the fee schedules in Year 2
2. 40 % progress in meeting the fee schedules in Year 3, and
3. Full compliance by Year 4

**Memorandum of Agreement (MOA)
Part B
Performance Targets and Strategies
December 2008**

US Department of Housing and Urban Development
Office of Public and Indian Housing

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

Operational Area: 1. GOVERNANCE

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
1.1 Improve oversight and monitoring by the Board of Commissioners [Reference: State Law; Public Act 18 of 1937 as amended in 1996]	Inadequate provision of proper oversight under prior Boards. Newly appointed Brd. – 10/2006	Acceptable monitoring of the MOA and operations to meet regulatory requirements.	08/31/08	Complete
A. Provide training for ALL Commissioners regarding best practices as a Board and their role and responsibility in the oversight of individual programs (coverage should include PHAS, SEMAP, Safety & Risk Management, Planning and Budgeting, Financial Requirements, Ethics, Asset Based Property Management, and Procurement.	Introduction to housing training for commissioners and newly appointed Board Commissioners	All commissioners regularly trained.		Attached is a copy of the Board of Commissioner’s Committees and a list of trainings that they would like to attend.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Monitor closeout of all OIG Audit Findings.	Not started.	Complete Corrective Actions.	Based on agreed upon Mangmnt Decision	Attached is a copy of the status of the OIG findings and a copy of the repayment agreement. Ms. Peterson is currently working with Finance and Section 8 to clear up all outstanding findings. The attached repayment agreement will be part of the responses for the findings.
1.2 Ensure the Board of Commissioners monitors progress under the MOA [Reference 24 CFR 902.75a]	Needs Monthly Reports	MOA reports clearly noted every month	1/31/08	Completed
A. Develop a process for reviewing monthly MOA progress.	Develop process.	Include process as part of the monthly Board meeting.		Completed. A review schedule has been made for Board of Commissioners, Executive Director and Staff.
B. Ensure the accountability of the Executive Director by establishing measurable performance standards, a performance plan and a performance review schedule.	Baseline will be established with contract.	Based on contract	Based on contract	With the formation of the new committees, there was a HR committee formed. Commissioner Willie Cook is the Chairperson for this committee and will coordinate this effort.
C. Participate in training provided by state or national industry groups.		As funds permit		No training was attended due to budgetary constraints.

Operational Area:

2. ORGANIZATION AND STAFFING

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>2.1 Develop/amend staffing and organizational chart through an overall organizational analysis and salary comparability study to determine the optimum staffing level and configuration, and the appropriate salary ranges, and determine whether staffing or contracting is a more efficient and effective method to bring capacity to the agency.</p>	<p>Ineffective Organizational structure.</p>	<p>Elimination of unnecessary positions and realignment of effective organizational staffing.</p>	<p>Revised 5/28/08</p>	<p>Per Ken Tatum of Tatum & Associates, this has been completed and submitted to HUD.</p>
<p>A. Recruit and hire an Executive Director, and department heads and senior level positions, as required and as appropriate to the determinations on staffing versus contracting, and only to the extent that selected candidates have appropriate experience and qualifications in administration of the public housing and Housing Choice Voucher programs. GHA must obtain prior HUD approval for all recruitment and selection of these positions.</p>	<p>Executive Director recruitment process ongoing. Inadequate management staff resources and skill levels.</p>	<p>Qualified, experienced management staff in place to lead agency.</p>	<p>Revised 6/28/08</p>	<p>The GHA has extended an offer to an Asset Manager which was accepted by the candidate. She is scheduled to begin on February 9, 2009.</p>

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>B. Reduce the Authority's payroll and related benefit costs through either a reduction in force; renegotiation of the Collective Bargaining Agreement with the SEIU to obtain an agreement with a costs structure similar to the cost of services provided by the private sector management agencies; enforcement of the Cooperation Agreement with the City of Gary regarding security of developments; contract property management; or contract maintenance services to private sector companies</p> <p>Close down the central warehouse and liquidate excess inventory</p>	<p>personnel related and additional costs overruns due to the excess space and inventory is not being tracked</p>	<p>Reduce personnel and inventory costs to reasonable levels and</p>	<p>Revised 6/28/08</p>	<p>Maintenance and Property Management was contracted out to the Woodlawn Organization in October 2008. Attached is a list of the employees that were transferred over along with their new position titles. With regards to the Central Warehouse, the GHA has decided to maintain the property in order to house fleet inventory and supplies that are being brought in for the Vacancy Reduction Plan. Tatum & Associates is still working on various options with regards to Security considering the Board of Commissioners are opposed to contracting it out. was</p>

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Evaluate the feasibility and cost-effectiveness of contracting out some Agency functions.			3/31/08	To date, we have contracted out Property Management and Maintenance. We are currently reviewing Security and possible other agency functions.
D. Reorganize legal, public safety and resident services functions to reduce costs.			Revised 3/31/08	The legal contract continues to be renewed every three months. Options are being considered for public safety. An RFP did go out for Security with a selection being made by the evaluation committee. The Board of Commissioners is opposed to contracting it out and is working with Tatum & Associates, along with GHA personnel to address.

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
E. Develop new organization chart and plan and adopt by Board Resolution.			Revised 5/31/08	The latest organizational chart for the COCC was submitted in the September 2008 MOA. This will be Board adopted as an attachment for the 2009 Annual Plan on January 15, 2009. Attached is a copy of the Woodlawn Organizational Chart for Property Management and Maintenance.
F. Implement necessary staff transfers, reduction in force or new hires to implement organization chart.			Revised 6/28/08	Staff transfers were made in October 2008 when Woodlawn took over Property Management and Maintenance. The only new addition will be the Asset Manager in February of 2009.

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>2.2 Develop a training plan for staff on general program administration and program specific subjects [Reference: HUD Guidebook 7401.7]</p>		<p>Skilled and efficient staff</p>	<p>Revised 8/31/08</p>	<p>Due to the lack of funds in the GHA COCC budget, there are currently no plans for training and development of Central Office staff. Throughout the year, staff has taken advantage of free training that was offered through video conferencing and workshops within the area that were available at no cost to the agency. The Finance TA's have developed a staffing plan for the Finance Department which is attached.</p>

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Evaluate current staff skills levels (based on job assignment)			Revised 8/31/08	The Woodlawn Organization has been evaluating staff since they acquired them in October 2008. New staffing assignments were made then and at the conclusion of a 90 day evaluation period, additional changes will be made which may include the elimination of certain staff members. The GHA currently evaluates their staff annually.

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>B. Determine basic training requirements for each position type-include general administration/customer service training and program specific training</p>			<p>Revised 8/31/08</p>	<p>Due to the lack of funds in the GHA COCC budget, there are currently no plans for training and development of Central Office staff. Throughout the year, staff has taken advantage of free training that was offered through video conferencing and workshops within the area that were available at no cost to the agency. The Finance TA's have developed a staffing plan for the Finance Department which is attached.</p>

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Develop annual training plan that incorporate basic training requirements, including Ethics, PHAS, SEMAP, Procurement, Finance and Maintenance			Revised 8/31/08	Due to the lack of funds in the GHA COCC budget, there are currently no plans for training and development of Central Office staff. Throughout the year, staff has taken advantage of free training that was offered through video conferencing and workshops within the area that were available at no cost to the agency.

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>2.3 Review, Develop and Implement Position Descriptions and Staff Performance Standards. [Reference: HUD Guidebooks 701.1 & 7401.]</p>	<p>Outdated and unclear standards</p>	<p>Accurate job descriptions and performance standards</p>	<p>5/31/08</p>	<p>In the September 2008 MOA, job descriptions were provided for the COCC. Staff evaluations are completed on an annual basis at the staff member's anniversary date. The staffing plan for the GHA included acquiring an Asset Manager which will be completed by February 2009. Attached you will find the job descriptions for the positions with the Woodlawn Organization along with their Staffing Plan.</p>
<p>A. Develop/revise position descriptions and performance standards in accordance with organization chart; include physical requirements and develop descriptions for those missing</p>			<p>Revised 7/31/08</p>	<p>This task was completed in the September 2008 MOA.</p>

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Perform salary comparability study to assign appropriate salaries to positions			Revised 6/30/08	At this time, this step is not being done because the GHA budget cannot support any salary increases.
C. Implement position descriptions and performance standards				This task was completed in the September 2008 MOA.
2.4 Develop process for setting Department goals and monitoring progress	No process	Goals Achieved	Revised 4/28/08	MASS and SEMAP are completed monthly. A monthly FASS was created but is currently not being implemented.
A. Assign AMPS, PHAS, SEMAP and other operational goals to appropriate Departments			Revised 4/15/08	This has been completed.
B. Develop monthly reporting system to monitor target goal achievement			Revised 5/30/2008	A monthly report has been created for the SEMAP and MASS. *See December attachment
2.5 Enhance Staff Qualifications and Capabilities in Maintenance		Improve Skills	Revised 6/28/08	Woodlawn is currently evaluating their staff.
A. Analyze maintenance staff and skill level requirements at each property and determine employee training needs			Revised 3/31/08	Woodlawn is currently evaluating their staff.

Targets and Strategies	Baseline as of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Obtain and conduct training to enhance employee skills.			Revised 4/30/08	Woodlawn Community Development Corporation shall provide training for Managers, Clerks and Maintenance Staff.
C. Analyze use of contracting vs. in-house maintenance			Revised 3/31/08	Completed. The Maintenance and Property Management Department has been contracted out to The Woodlawn Community Development Corporation.
D. Initiate contracting procedures and union negotiations if staff reduction in force is necessary			Revised 3/31/08	Completed. A letter was sent to all GHA employees on 1/29/08 regarding ending the Collective Bargaining Agreement as of 3/31/08.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
2.6 Improve communications between property managers, maintenance and other PHA departments. [Reference: HA Maintenance Plan]		Improved Communication	1/31/08	Completed
A. Conduct weekly meetings between property managers and key maintenance staff for the purpose of discussing current maintenance issues, workload and conformance with maintenance plan, etc.			2/29/08	Completed. This is carried out in the Maintenance/ Property Managers meetings weekly on Fridays.
B. Conduct monthly meetings between property managers, Director of Housing Management and Maintenance Supervisor.			2/29/08	Completed. This is carried out in the Maintenance/ Property Managers meetings weekly on Fridays.
C. Assure Maintenance Supervisor attends management staff meetings with ED, Director of Housing Management and other key staff to present and discuss maintenance needs and performance.			2/29/08	Completed. This is accomplished every Tuesday in Executive Staff Meetings.
D. Coordinate property level purchasing procedures with Materials and Contracts unit to ensure compliance with agency Procurement Policy.			2/29/08	Completed See attachment

Operational Area: 3. FINANCE AND PROCUREMENT (Financial statement is attached for November. This report is not inclusive of the financial ratios.)

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

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

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

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Increase current assets and/or reduce current liabilities by implementing a combination of the following: (a) finalize a long term repayment plan with HUD for amounts due to HUD in the Housing Choice Voucher program, (b) seek approvals for using funds identified by the OIG Audit regarding Bond Refunding, (c) develop a budget for fiscal year 2009 that produces net income/contribution to reserve, (d) evaluate internal controls in relation to conversion to site based management to ensure assets are protected, receipts are deposited intact and expenses controlled, and/or (e) sell fixed assets such as buildings that are not being utilized.			Provide Quarterly Accomplishments beginning 3/31/08	Staffing needs & salary costs are under review.
D. Produce monthly financial reports to monitor actual revenues and expenses versus the yearly budget, provide results to the Board and HUD monthly. Address unfavorable variances with actions to further reduce costs or increase revenues.			Begin Monthly Reporting 2/29/08 Continue through 12/31/08	Financial statements are currently prepared on a monthly basis. November financial statements are complete and are in the attachments
E. Develop tracking method for current ratio, including an estimated FASS score for this indicator. Provide results to the Board and HUD monthly.			Begin Monthly Reporting 2/29/08 Continue through 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p>3.2 Increase the Expendable Fund Balance (Expendable fund balance divided by monthly operating expenses.) [Reference: 24 CFR 902, Subpart C]</p> <p>Employ the same strategies identified in 3.1 A. through E.</p>	MEFB less than 1 Month	Months Expendable Fund Balance of at least 2 months	Quarterly Goals, Monthly Reporting Thru 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects
<p>3.3 Reduce Tenant Receivables Outstanding (Average number of days tenant receivables are outstanding. The gross tenant accounts receivable at year-end divided by the total tenant revenue/ 365). [Reference: 24 CFR 902, Subpart C]</p>	TRO greater than 33 days	Tenant Receivables Outstanding of 16 Days or less	Quarterly Goals, Monthly Reporting Thru 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects
<p>A. Develop tracking method for tenant receivables. Provide completed format to HUD, and begin tracking.</p>			1/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects.
<p>B. Implement procedures for rent collections, lease enforcement and evictions, and the write-offs of uncollectible rents.</p>			1/31/08	This is currently being implemented

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Report Tenant Receivables monthly with progress report to Board/HUD, including an estimated FASS score for this indicator.			Begin Reporting 2/29/08 Continue thru 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects
3.4 Reduce Occupancy Loss, which measures the vacancy rate for the year. (One minus unit months leased divided by unit months available). [Reference: 24 CFR 902, Subpart C]	Occupancy Loss greater then 20%	Occupancy Loss of 14% or less	Quarterly Goals, Monthly Reporting Thru 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects
A. Develop tracking method to determine occupancy loss. The tracking method must determine which units are approved for demolition, conversion, and modernization and used for non-dwelling.			Revised 4/13/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects
B. Report Occupancy Loss monthly with progress report to Board/HUD, including an estimated FASS score for this indicator.			Revised Begin Reporting 4/13/08 Continue thru 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Develop Vacancy Reduction Plan, submit draft to HUD for review.			2/29/08	It has been completed. Work is expected to be completed by 3-31-2009.
D. Begin aggressively implementing Vacancy Reduction plan, analyze any weaknesses in the plan monthly and adjust accordingly.			Revised 5/30/08	It currently being implemented.
3.5 Expense Management/Utilities. Review and adjust or reduce expenses as appropriate. (The expense per unit/month for key expenses, including; administration, general [PILOT], tenant services, protective services, maintenance and operations and utility expenses, as adjusted for the PHA's size and geographic area) . Employ the same strategies identified in 3.1 A. through E.	Greater than \$95 per unit/month	Attempt to reduce expenses to a goal of \$85 per unit/month or less	Quarterly Goals, Monthly Reporting Thru 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects
A. Maintain schedule for retiring outstanding utility and accrued payables. Report any variations immediately to the Board and HUD.			1/31/08	Completed. Agency is on schedule with the utility repayment plans.
3.6 Improve Net Income/Loss Ratio (Measures how the year's operations have affected the PHA's viability). Employ the same strategies identified in 3.1 A. through E.	Net Loss greater than 20% of the Reserve	Net Loss less than 5% of Reserve to achieve the score of 1.5, with a goal of No Net Loss.	Quarterly Goals, Monthly Reporting Thru 12/31/08	Due to the conversion process of Asset Management we are attempting to identify the AMP process for AMP Based Projects.

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p>3.7 Establish timely balanced budgets for each program area and AMP grouping. Strictly adhere to those budgets. Establish balanced operating budgets for each project (known under the new operating subsidy rule as an Asset Management Project or AMP). Reporting progress for this strategy can be made in conformity with strategy 3.1 D.</p>	<p>GHA has excessive operating costs for all program areas</p>	<p>Balanced budgets thru the year. Financial Info to HUD submitted in accordance with Asset Based Management rules</p>	<p>2/29/08</p>	<p>We are in the process of preparing the budgets for COCC and will be working with the Woodlawn Community Development Corporation to establish budgets for the AMPS</p>
<p>3.8 Present Financial Information to HUD PHAS / UFRS in conformity with GAAP.</p>	<p>Financial Info to HUD not submitted in accord with UFRS / GAAP.</p>	<p>Financial Info to HUD submitted in accord with UFRS / GAAP.</p>	<p>5/30/08</p>	<p>This is complete</p>
<p>A. Prepare supplemental financial data in accordance with HUD requirements, and report on progress.</p>			<p>5/30/08</p>	<p>This is complete</p>
<p>B. Complete the research and valuation of fixed assets, for fiscal year 2008.</p>			<p>2/29/08</p>	<p>Fixed Asset RFP is currently being extended for two weeks per HUD.</p>
<p>C. In conformity with GAAP, complete the Financial Reports for FYE 3/31/2008.</p>			<p>3/31/2008</p>	<p>Completed as of 3/31/08</p>

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.9 Conversion to Project Based Asset Management (PBAM). GHA will experience an increase in operating subsidy under project-based funding. GHA needs to fully revise its business model.	Financial Reporting systems nor management structure are prepared for conversion to Project-Based Management	Fully functional asset management/ project based business model.	Revised 6/28/08	GHA has converted to Project Based Asset Management as of 04/01/08
A. Evaluate current financial management software systems for utilization with PBAM, and determine funding availability for upgrading. Within the financial management software systems establish the accounts and cost centers to segregate the financial activities for all of the PBAM entities, and the Central Office Cost Center (COCC) in accordance GAAP, GASB/FASB standards and HUD requirements.			Revised 8/31/08	RFP for the software system is currently being reviewed by HUD and will be advertised upon approval
B. Train the GHA financial staff to operate within the developed policies and procedures for maintaining the integrity of the PBAM financial data and reports.			Revised 4/30/08	Tatum and Associates has developed a Training Plan and in the process of Implementation See Attachment
C. Train managers of the PBAM sites on site data reporting requirements.			Revised 6/30/08	Training will be conducted by Woodlawn with the implementation of the Yardi System.

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
D. Review Maintenance organizational chart and tracking of costs for repairs and maintenance, management, and tenant services. Establish procedures for allocating costs to the proper project or cost center.			Revised 8/31/08	Allocation Table has been implemented and completed and was sent with the November MOA
3.10 In concert with the development accounts and Cost Centers for Project Based Asset; Improve system of the allocation of Costs, to conform to OMB Circular A-87, Allocable Costs/Cost Principles.	GHA's Cost Allocation Plan does not conform to OMB Circular A-87.	GHA's Cost Allocation Plan does conform to OMB Circular A-87.	Revised 6/30/08	Allocation Table has been implemented and completed and sent with the November MOA
A. Compile Cost Allocation Plan in accordance with OMB A-87 to allocate indirect cost to various PHA programs.			Revised 6/30/08	Allocation Table has been implemented and completed and sent with the November MOA
B. Evaluate impact of allocation plan.			Revised 6/30/08	Allocation Table has been implemented and completed and sent with the November MOA
C. Implement allocation plan.			Revised 6/30/08	Allocation Table has been implemented and completed and sent with the November MOA

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p>3.11 Develop a system of internal controls in conformity with GAAP.</p> <p>The system of internal controls must provide for the following assurances:</p> <ol style="list-style-type: none"> 1. Capital assets are accounted for in conformity with GAAP; 2. Asset impairments and impairment losses are recognized in conformity with GAAP; 3. Investments in leased property are reported in conformity with GAAP; 4. The entity's involvements in conduit debt obligations are reported in conformity with GAAP; 5. Outstanding pension liabilities are reported in conformity with GAAP; 6. Component unit activities are reported in conformity with GAAP; 7. Supplemental financial data is reported in accordance with HUD requirements; 8. Activities associated with the HOPE VI Program are reported in conformity with its grant agreements, GAAP and HUD requirements; 9. Payments made in the HCVP are for the approved contract amount; and 10. Sufficient documentation is maintained to support GHA's PHAS Management Operations certification. 	Non-conformance with GAAP.	<p>The system will ensure:</p> <p>That all capital assets owned are reported. The financial statements properly reflect conditions and agreements that affect the entity's rights and obligations concerning capital assets. All capital assets are valued at the proper amounts</p> <p>Associated with the disposition of assets. That all capital assets are properly classified, described, and that the activity and balances relating to capital assets are disclosed.</p>	Revised 6/30/08	<p>Internal controls have been established and based on the Financial Audit of 3/31/08. The auditors had no findings based on compliance and internal controls.</p>

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.12 Improve financial management of the PHA. [Reference: HUD Guidebook 7475.1]	Financial Policies developed by prior Financial Contractor but not Implemented	Full Implementation of Financial Policies	Revised 8/31/08	Currently being implemented
A. Board Resolution to adopt, and implement Financial Management Policies. 1) Disposition policy 2) Capitalization policy. 3) Collection Losses/Charge-off policy. 4) Check Writing Authorization policy. 5) Cash Overages/Shortages policy. 6) Investments policy. 7) Cash Management/Internal Procedures policy. 8) Petty Cash policy.		Financial staff trained and utilizing Financial Policies.	Revised 8/31/08	Policies and Procedures are currently being reviewed by Tatum & Associates and revisions and / or additions to the policies will be provided as needed
3.13 Improve timeliness of submission of reports to HUD.	Untimely submissions	Timely submission in accordance with HUD program requirements	5/31/08	03-31-08 audited F/S to REAC was timely.
A. Budgets.			1/31/08	Budgets for FY2009 are currently being prepared.
B. Financial Data Schedule (FDS).			5/31/08	FASS audited for 3/31/08 was submitted and accepted by REAC.

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
C. Independent Audit and Audited FDS			1/31/08	<p>Completed. 03-31-08 F/S was submitted on time. The Independent Audit was completed as of 12/31/08 and submitted to REAC. The Audited FDS has been accepted by REAC and is currently review</p>

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p>3.14 Provide staff training in contract administration, cost principles and uniform grant administration requirements.</p>	<p>Lack of Training.</p>	<p>Train staff.</p>	<p>2/29/08</p>	<p>Procurement training provided by HUD T/A (Rob Wilkes): a. BOC, b. Executive Staff, c. Procurement staff.</p> <p>GHA staff will be sent to additional NAHRO training on the new HUD handbook within the next six months.</p> <p>Finance T/A has arrived and there will be on-going training of the staff.</p> <p>Finance staff trained on CFP GAAP entries and treatment of soft & hard cost items.</p>

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
3.15 Develop & Implement adequate procedures to assure general liability claims are tracked and submitted to HUD Regional Counsel for approval	General Liability claims were not submitted to HUD Regional Counsel for written approval	General Liability procedures established and a tracking mechanism developed to show all claims	1/31/08	Completed.
3.16 Review and update General Depository Agreement. [Reference: Annual Contributions Contract; HUD Guidebook 7410.0]	Current General Depository Agreements not documented	Assurance that General Depository Agreements are current.	1/31/08	Completed
3.17 Ensure that all federal funds, including repurchase agreements, are fully collateralized [Reference: Annual Contributions Contract; HUD Guidebook 7410.0]	Collateralization of funds not documented.	Assurance that GHA funds are fully collateralized.	1/31/08	Completed.
3.18 Develop & Implement adequate procedures to assure general liability claims are tracked and submitted to HUD Regional Counsel for approval	General Liability claims were not submitted to HUD Regional Counsel for written approval	General Liability procedures established and a tracking mechanism developed to show all claims	2/29/08	Completed. This is a duplication of 3.15.
3.19 Develop and submit needed documents in order to perform an analysis for conversion of Delaney & Dorie Miller properties to HCV.	No conversion info available for analysis	Properties either renovated or converted to HCV	2/29/08	Completed.

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
A. Conversion spreadsheets completed for Dorie Miller property and submitted to HUD FA			11-15-07	Completed.
B. Conversion spreadsheets completed for Delaney property and submitted to HUD FA			12-15-07	Completed.
3.20 Develop a new comprehensive Procurement Procedures and Practices Manual to ensure that all GHA procurement actions conform to the new GHA Procurement Policy and are in compliance with 24 CFR 85.36, Handbook 7460.8 Rev 2. To ensure that procurement policies are stringently implemented along with full and open competition, the policy must include a provision that all non CFP procurement actions exceeding \$20,000 will require prior HUD Field Office approval and all CFP procurement actions exceeding \$0 will require prior HUD Field Office approval.	Poor documentation of procurement actions.	Procedures and Practices Manual Completed and Approved by HUD.	7/31/08	Agency Procurement Procedures & Practices Manual Completed along with WCDC Procedures & Practice Manual
A. Submit draft to HUD for review and approval.	Poor documentation of procurement actions.	Complete documentation of procurement actions.	Revised 5/31/08	See attachment
B. Implement new practices and procedures.			7/31/08	They are currently being implemented
3.21 Monitor and evaluate GHA procurement performance to assure full and open competition in procurement	Need to improve procurement performance.	Monitor procurement procedures.	4/31/08	Ongoing. Monitored Monthly

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
A. Create a Quality Control report format draft and submit to HUD for review and approval. QC report must document that GHA has included a certification of adherence to new the comprehensive Procurement Procedures and Practices Manual be kept on file for each procurement action.			3/31/08	This process is currently being followed the attachments for each Procurement was sent with the November MOA. Will update as new procurements occur.
B. Submit monthly Quality Control report to HUD.			4/31/08 Provide a list monthly to HUD for review	This process is currently being followed the attachments for each Procurement was sent with the November MOA. Will update as new procurements occur
C. As part of Quality Control, and assure full and open competition, obtain prior written HUD approval. Include all CFP procurement actions exceeding \$0 and exceeding \$20,000 for Operations.				This process is currently being followed the attachments for each Procurement was sent with the November MOA. Will update as new procurements occur

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
D. PHA is to certify that they are in compliance with 24 CFR 85.36. Use of one of the certification forms is mandated. Use these forms to address; Sealed Bid (1. construction; 2. non-construction), 3. Competitive Proposals and 4. Non-Competitive Proposals. Please include one with each Procurement Action that is not Small Purchase.				Completed and currently following This process is currently being followed the attachments for each Procurement was sent with the November MOA. Will update as new procurements occur
3.22 Develop and submit a monthly Procurement Status Report. (Include name, cost, start date, % Completion, est. completion date, change orders.	Inability to track current Procurement Activity and Changes. No Procurement Status Report.	Ability to track current Procurement Activity and Changes. Monthly implementation of the Procurement Status Report.	2/29/08 Monthly thereafter	Completed. *See attachment.
A. Submit to HUD for review and approval.			3/31/08	Completed *See December Attachment
B. Submit monthly Procurement Status Report to HUD.			4/31/08 Provide a list monthly to HUD for review	Completed *See December Attachment

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
<p>3.23 Develop an annual, agency-wide procurement plan, in accordance with agency procurement policy and 24 CFR 85.36. (annual renewable report)</p>	<p>No Procurement Plan.</p>	<p>Approval of procurement plan.</p>	<p>7/31/08</p>	<p>This has been Completed and submitted in the November MOA as an attachment</p>
<p>A. Submit a draft of the procurement plan to HUD for review and approval.</p> <ol style="list-style-type: none"> 1. Plan to include funds from both CFP and Operating Funds. 2. Plan to be developed based on: <ol style="list-style-type: none"> a. Input from the Physical Needs Assessment. b. Proposed 2008 Annual Plan which should consider tenant comments. c. Considering PHA plans for HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund). d. Conversion from Public Housing to Tenant Based Assistance. e. Demo and disposition. f. Resident Advisory Board and Board recommendations. g. Most recent board-approved operating budget. h. Assessment of Demographic Changes. i. Effectiveness of the present management structure. 3. Analyze and develop a time line for which units are to be repaired, sold, replaced, or demolished. 			<p>7/31/08</p>	<p>The timeline for the Five Year Procurement plan is contingent upon funding and the Financial Budget.</p>

Targets and Strategies	Baseline as of: 3/31/2006	Final Performance Target	Estimated Completion Date	COMMENTS
B. Implement Procurement Plan.	No Procurement Plan.	Implementation of the procurement plan	Revised 7/31/08	Plan will be implemented as funds become available.

Operational Area: 4. HOUSING MANAGEMENT

PHAS Performance Targets		Baseline As of: 3/31/07	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
3-1	Vacant Unit Turnaround Time	204.6	200	160	140	80

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
4.1 Comply with current requirements regarding admission and occupancy of Public Housing. [Reference: 24 CFR 960.205; Public Housing Reform Act of 1998, Section 578; HUD Guidebook 7465.1, Chapter 5]		Updated Policy in Full Compliance	1/31/08	The ACOP was completed in the 2007 Annual Plan in August of 2007. It has been board approved and HUD approved. The 2008 Annual Plan including the ACOP was board approved in January 2008 and HUD has approved it.
4.2 Complete implementation of asset-based management initiative.		Asset-based management fully implemented	Actual start date 10/13//08	This is complete.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Develop work plan and schedule for completion of transition to asset-based management and use it to make unit turnaround improvements.	None	Work plan/ Schedule	1/31/08	Completed. Woodlawn Community Development Corporation officially started work on 10/13/08.
B. Finalize Property Management Manual.		Final	Revised 6/30/08	Woodlawn has a Property Management Manual.
4.3 Reduce vacant unit turnaround time. [Reference: 24 CFR 901.10 & 902.43(a)(1)]		<21 days	12/31/08	We are tracking vacant unit turnaround time through MASS. The Vacancy Reduction Program started December 1, 2008. However, we turned around only 8 units for December 2008. The turnaround time has not been significantly reduced.
A. Develop a vacancy reduction plan; submit and obtain approval from HUD, and implement same	Vacancy rates are at 27% agency wide	Reduce vacancy rates by 20%	Revised 6/30/08	The vacancy reduction plan is currently be implemented.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Develop a vacant unit turnaround log that tracks all critical dates and use it to make unit turnaround improvements			1/31/08	Tatum Associates created a Vacancy Reduction Plan (VRP) Matrix. The Vacancy Reduction Program is being tracked through the monthly MASS Report from our computerized ECS System.
C. File documentation for exempted units, such as fire damage, mod units deprogrammed, etc., showing dates.			3/31/08	HUD has deemed this item as complete for now. This performance target has been completed.
D. Develop vacancy monitoring and reporting system to:			Revised 4/13/08	Monitoring of this project will begin upon completion of Vacancy Reduction Program. Request a date change to 03-31-2009.
1) Provide projected availability dates;				Request a date change to 03-31-2009.
2) Schedule move-in inspection in a timely manner				Request a date change to 03-31-2009.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
3) Prioritize vacant unit prep to ensure waiting list needs are met;				Request a date change to 03-31-2009.
4) Notify applicants in a timely manner to minimize lease up time; and				Request a date change to 03-31-2009.
5) Minimize downtime by notifying maintenance of vacancies promptly.				Request a date change to 12-31-2008.
E. Begin to submit Vacant Unit Turnaround Log to Board and HUD monthly	No regular reports.	Prepare adequate monthly reports.	2/29/08	Request a date change to 03-31-2009.
4.4 Identify and resolve problems in the unit turnaround process that cause units to exceed the 30 day standard:	Average turnaround time not known, but far in excess of 30 days.	Reach average turnaround time of 30 days or less.	2/28/09	We expect to turnaround 266 vacant units by 3-31-09. This completed goal will greatly reduce our unit turnaround time. Request a date change to 03-31-2009.
A. Analyze data for all units vacant more than 30 days; identify reasons for delays in all three phases of turnaround time; submit copy to HUD.				Request a date change to 03-31-2009.
B. Develop plans, with specific tasks, responsible parties and due dates, for addressing the top five reasons for delays in down time, and submit copy to HUD.				Request a date change to 03-31-2009.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Adjust (reconcile) all records/databases, (e.g. occupancy, accounting, maintenance) to show current use of all units.			2/29/08	Request a date change to 03-31-2009.
4.5 Develop and implement written policy and procedures for a program-wide quality control process. 4.5 should state what process is intended to have quality control ... (unit turnaround? Vacant unit prep?)	Poor, inconsistent QC procedures.	Implement effective, consistent QC procedures.	01/31/08	Complete per HUD
A. Develop a draft Quality Control policy, including integration of unit make-ready data and submit to HUD for comment.				Complete per HUD
B. Develop draft detailed procedures, for each department and submit to HUD for review and approval.				Complete per HUD
C. Issue finalized policy and procedures to staff in a memo, with an effective date, provide staff training and implement.				Complete per HUD
D. Submit copies of quarterly QC reports to HUD for comment. (Due 60 days after each quarter)			Quarterly reporting Begins 3/31/08	Complete per HUD
4.6 Ensure that the waiting list accounts for all relevant factors (e.g. income tier, preferences, date and time of application) when placing applicants on the list, so that the list accurately reflects GHA's policies.	Waiting list did not show all relevant factors.	Waiting list in accordance with GHA policy.	2/29/08	Woodlawn Community Development Corporation is implementing this procedure.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
4.7 Conduct annual re-exams in a timely manner. [References: 24CFR 960.257, 990.113] Establish and implement procedures to ensure that tenants' income and assets are properly verified and files are properly documented:	Tenant file review indicated inadequate documentation.	Income/assets properly verified at Re-exam/interim.	2/29/08	Woodlawn Community Development Corporation is implementing this procedure.
A. Obtain 3 rd party verification of income and assets whenever possible; use EIV regularly.			2/29/08	Woodlawn Community Development Corporation is implementing this procedure.
B. Establish quality control process for review of tenant files.			3/31/08	Woodlawn Community Development Corporation is implementing this procedure.
C. Assess all occupancy files for accuracy and required documentation.			Quarterly Beginning 3/31/08	Woodlawn Community Development Corporation is implementing this procedure.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
D. Train staff on documentation and verification procedures.			3/31/08	Woodlawn Community Development Corporation is implementing this procedure.
4.8 Develop utility consumption data in accordance with 24 CFR 965, Subpart E.	Documentation not available at time of review.	Update annually.	Revised 6/30/08	An RFP for Utility Consumption and Monetary Allowance Services has been prepared for an issuance date of 11-3-2008. No one picked up the Utility Consumption RFP. GHA has re-issued on 12/08/2008. GHA has received and is evaluating responses to the Utility Consumption RFP.
A. Obtain current utility rate data and update current utility allowances and submit draft to HUD for review and approval prior to Board ratification.			Annually	GHA has received and is evaluating responses to the Utility Consumption RFP.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Retain documentation supporting calculation for review by residents and HUD, including all surcharges and allowances paid, and updates.				GHA has received and is evaluating responses to the Utility Consumption RFP.

Operational Area: 5. PROPERTY MAINTENANCE

PHAS Performance Targets		Baseline As of 3/31/07	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
1	Physical Conditions	17				
3-3a	Emergency WOs	87.54%	91%	94%	97%	100%
3-3b	Non-emergency WOs	16.85 days	14 days	12 days	10 days	7 days
3-4a	Unit inspections	66%	74%	83%	92%	100 %
3-4b	System inspections	59%	70%	80%	90%	100 %

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
5.1 Maintenance Plan	None	New Maintenance Plan Completed and Approved by HUD.	7/31/08	Completed
A. Develop or Revise Maintenance Plan for project-based management to include the following: WO Procedures, WO Classifications such as emergency vs. non-emergency, Schedule for Inspections, Inventory Controls, Work Schedules, Vacancy Preparation, Scheduled Preventive Maintenance, Service Contracts, Purchase Orders, Annual Maintenance Budget			Revised 6/28/08	Completed.
B. Implement the Maintenance Plan			Revised 7/31/08	Completed
C. Assess the effectiveness of the Maintenance Plan and adjust as needed.			Revised NA	

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>5.2 Modify existing or purchase an integrated, automated Work Order and Inspections System that can handle the complexity of the GHA portfolio and will be useable by management to assess and control the maintenance accomplishments of each property and GHA as a whole.</p>	<p>Most W/Os generated but not entered into GHA's main computer.</p>	<p>Seamless integration of W/O system into GHA's automated system.</p>	<p>7/31/08</p>	<p>GHA has purchased the Sprint/Nextel cell phones that has a work order component. We have not implemented this system because WCDC has not approved it.</p>
<p>A. Identify Housing Management work order systems parameters.</p>			<p>3/31/08</p>	<p>GHA's parameters for the work order system is 25 days for an A, 30 days B, 40 days C, 60 days E and greater than 60 days F.</p>
<p>B. Modify or procure work order system.</p>			<p>Revised 9/30/08</p>	<p>GHA has purchased the Sprint/Nextel cell phones that has a work order component. We have not implemented this system because WCDC has not approved it.</p>

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Implement Work Order System.			5/31/08	GHA has purchased the Sprint/Nextel cell phones that has a work order component. We have not implemented this system because WCDC has not approved it.
D. Ensure that the total number of emergency and non-emergency work orders and the total days to complete work orders are fully supported by the underlying records.			6/30/08	The emergency and non-emergency work orders and the total days to complete work orders are supported by underlying records through the ECS System. We have not switched to the Sprint-Nextel Work Order System. We are still waiting for WCDC to approve the system.

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
E. Increase work order production to HUD acceptable levels. Track work order production and provide monthly report to Exec. Dir. & Board.			7/31/08	GHA has purchased the Sprint/Nextel cell phones that has a work order component. We have not implemented this system because WCDC has not approved it.
5.3 Ensure that all EH&S violations are remediated, abated, or corrected and that work orders are created and tracked for each occurrence of EH&S violations.	W/Os are not issued to cover all EH&S violations. Not all EH&S violations are abated in 24 hrs.	Generate Emergency W/Os for all EH&S violations and abate or complete all emergencies in 24 hrs.	3/31/08	Completed
A. Identify all REAC generated EH&S violations as Priority Code 1, Emergency per the Maintenance Plan.			2/29/08	Completed.
B. Abate or complete all EH&S emergencies in 24 hours.			3/31/08	Completed
5.4 Quality Control review of completed Work Orders by the GHA managers.	No quality control.	Effective quality control reviews.	6/30/08	Completed.
A. Establish quality control (QC) standards and sampling rates for managers.			4/30/08	Completed.
B. Schedule and perform QC reviews.			5/31/08	Reviews are on-going.
C. Review as part of quarterly management meetings.			6/30/08	Currently implemented.

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
5.5 Reconcile unit counts.	Unreliable unit counts	All databases are accurate and indicate the same unit counts	4/30/08	Unit count being reconciled with US Inspection unit count.
A. Verify the quantity and addresses of sites, buildings, and units in each development. Categorize all units by type, such as non-dwelling or employee. Properly record the status of dwelling units as occupied or unoccupied.			2/29/08	Completed.
B. Successfully input corrected data into PIC and get HUD approval.			3/31/08	Successfully completed unit count and submitted to HUD. HUD certification received.
C. Make any needed ACC amendments, and releases of Declarations of Trust.			Revised 9/30/08	Please see the Supporting Document file for September 2008. Completed.
5.6 Ensure that the HUD inspection requirements under MASS are adequately inspected and recorded. Ensure 100% of dwelling units, buildings, and projects are inspected annually.	Numerous units inappropriately exempted from inspections.	Full Compliance: All units, buildings, and projects treated appropriately.	1/31/2009	On-going.
A. Develop standardized inspection form using UPCS or more stringent local code.			1/31/2009	This task is currently contracted out with US Inspections.

Targets and Strategies	Baseline As of 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Using newly reconciled unit counts, develop list of all sites, buildings, and units requiring inspection.			1/31/2009	GHA has completed all inspections of its units, sites and buildings through the U. S. Inspection Group, Inc. However, further work is needed to reconcile the unit count with PIC. Completed per HUD.
C. Schedule inspections.			1/31/2009	Completed per HUD.
D. Perform inspections.			1/31/2009	Completed per HUD.
E. Ensure that work identified by the inspections are entered in the WO tracking system.			1/31/2009	Completed per HUD.
F. "Schedule FY 2009 Annual Inspections".			Revised 1/31/09	On-going.

Operational Area: 6. RESIDENT SERVICES AND INITIATIVES

PHAS Performance Targets		Baseline As of: 3/31/07	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
3-5	Economic self sufficiency	Excluded				7
4	Resident satisfaction	7				9

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
6.1 Develop standard language for MOUs and Interagency Agreements that reflects the administrative requirements in OMB Circulars and HUD's procurement handbook.			5/31/08	There is a standard language for MOUs and Interagency agreements. Staff is currently working with residents to revise documents.
6.2 Improve communication between management and residents to improve customer satisfaction. [Reference: Public Housing Reform Act of 1998]		Improved communication	2/29/08	Meetings are held monthly with management and residents.
A. Distribute information on current activities to all residents on an On-going basis and provide a copy to HUD. Update bulletin boards on monthly basis in all developments.				Completed. Attached is the newsletter for December.

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Develop/maintain a process for effectively addressing and resolving correctable resident dissatisfaction items.				Property Managers generate a monthly board report with residents complaints, concerns. Complete per HUD.
C. Meet with resident leadership on a regular (e.g. monthly) basis.				Meetings are held on the Second Monday of each month with the Resident Council Presidents.
6.3 Assure Resident Relations/Services Program Costs are within budgetary constraints		Program Cost Reduction	1/31/08	Completed. Department was dissolved.

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Determine amount of outside grant funding available.			1/31/08	Completed. One of the ways the GHA plans to secure grants is through its proposed formulation of Resident Employment Initiative Programs; thus partnering with various outside agencies and faith based organizations. We will be working with Tatum & Associates to apply for outside funding that we are eligible for by the end of the quarter. GHA is partnering with the Gary Resource Center for Section 3 new hires.
B. Assure that any additional department costs for staff, overhead, etc., fall within available agency operating funds.			1/31/08	Completed. Department was dissolved.

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
C. Seek resident services at no cost to the PHA			1/31/08	Completed

Operational Area: 7. CAPITAL FUNDS

PHAS Performance Targets		Baseline As of: 9/30/07*	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
3-2a	Funds unexpended	\$11,440,454 *				\$0
3-2b	Funds unobligated	\$7,106,469				\$0
3-2c	Quality of work	HUD Finding				0 findings
3-2d	Contract administration	HUD Finding				0 findings
3-2e	Budget controls	HUD Finding				0 findings

***Insufficient documentation to support any performance level, scores failed – Certification review conducted by HUD**

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
7.1 Improve the timely obligation and expenditures of Capital Funds [Reference: 24 CFR 901.15(b), 901.15(a)]	Untimely obligation and failure to follow 5-Year Plans.	Compliance and timely obligations, Procedures in place, and documented.	Revised 2/28/08	Completed per HUD.
A. Obligate funds within approved Implementation Schedules, including replacement housing funds			Report monthly	On-going. The GHA staff is monitoring obligations on a daily/weekly basis. Completed per HUD.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Expend funds within approved Implementation Schedules, including replacement housing funds			Report monthly	On-going. GHA is focused on timely spending of the CFP funds. We continue to provide HUD with timely submission of information on the Capital Funds through e-LOCCS.
7.2 Improve effectiveness of Construction contract administration procedures. [Reference: 24 CFR 968.135]		Improved Effectiveness	Revised 3/31/08	Completed. The Asset Manager will begin work on February 9, 2009.
7.3 Establish more effective budget controls and capital fund tracking procedures. [Reference: 968.320, 902.43(a)(2)]		Effective Budget Controls and Tracking	12/31/07	Completed
A. Assure proper authorization and training of personnel accessing LOCCS and monitoring Capital Funds.			12/31/07	Completed
B. Submit P&E/semi-annual progress reports on a timely basis			Revised 5/30/08 & 11/30/08	Completed.
C. Update obligations & expenditures monthly in LOCCS and provide a monthly tracking report to HUD			Monthly	Completed *See Attachment
7.4 Improve the physical condition and long-term viability of the developments. [Reference: 24 CFR 968.315, 903.1-11]		Approved 2007 PHA Plan	Revised 12/31/08	Contracts was prepared for 266 vacant units that shall be rehabbed by 3-31-09.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
A. Use planning process involving Executive Director to prioritize and develop the five-year action plan to include the comprehensive physical needs assessment.			Revised 7/28/08	This item was just submitted in the annual plan.
7.5 Comply with 5-year energy audit requirements and incorporate results in five-year plan, as funds are available.	No documentation to show completed energy audit and issues with utility payment and tracking.	Complete energy audit.	9/30/08	The RFP for the 5 Year Energy Audit has been completed. Please see the Supporting Document file for September 2008. We expect to issue the RFP on or before February 5, 2009.

Operational Area: 8. SECURITY

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
8.1 Reduce crime and improve the quality of life in GHA developments by developing and implementing a security plan [Reference: Public Housing Reform Act of 1998; 24 CFR Part 84 & 761]			Revised 6/30/08	Completed. *See Attachment GHA Public Safety Strategic Plan
A. Assess security needs at all developments			Revised 6/30/08	Completed. *See Attachment GHA Strategic Plan
B. Evaluate present GHA security staff and make revisions			Revised 6/30/08	Completed. *See Attachment GHA Strategic Plan
C. Obtain resident input regarding security programs			Revised 6/30/08	Completed. *See Attachment GHA Strategic Plan
D. Develop a security program for each development with input from property manager, residents and local law enforcement agencies.			Revised 6/30/08	Completed. *See Attachment GHA Strategic Plan
E. Implement the security program			Revised 8/31/08	Completed. *See Attachment GHA Strategic Plan
F. Incorporate a security program for the elderly hi-rises into the site budgets for the hours needed			2/29/08	Completed. *See Attachment GHA Strategic Plan

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
G. Explore with the local government the extent to which the GPD can provide additional police services to abate crime in the public housing communities			2/29/08	Tatum & Associates has developed a draft Cooperative Agreement with various entities in the City of Gary which is being reviewed by Legal Counsel before being submitted to the BOC. In response to a security plan, the security department is currently being considered to be contracted out.
H. Make necessary adjustments in Public Safety staffing to meet budgetary constraints			2/29/08	Public Safety staffing has not exceeded the budgetary constraints set by Finance.
8.2 Evaluate the effectiveness of applicant screening procedures in reducing crime [Reference: Public Housing Reform Act of 1998]	No evaluation	Evaluation Conducted	3/31/08	Applicants with criminal histories are rejected. This has contributed to our crime reduction.

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>A. Establish procedures for obtaining criminal background checks in accordance with PIH Notice 98-20 and 2003</p>				<p>Criminal background checks are conducted through an outside private Internet company. They return results of each check instantly via the Internet. When more in depth data is required, that information is obtained through the National Crime Information Center via the local law enforcement agency.</p>

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
B. Develop tracing log for ineligible applicants with criminal history			6-1-08	<p>Since we no longer have a dedicated Applications Dept., each AMP manager will receive training on the method utilized by the Applications Dept. and create individual tracking logs that will be forwarded to Protective Services.</p> <p>.....</p> <p>A copy of the December report is attached.</p>

Targets and Strategies	Baseline As of: 3/31/07	Final Performance Target	Estimated Completion Date	COMMENTS
8.3 Track evictions for One-Strike			2/29/08	To date, Eviction Court is held one day each week. Property Managers attend these hearings. After court, they provide Protective Services with One Strike evictions information and it is reproduced in a monthly report for the Commissioners to review its activity. A copy of the December 2008 report is attached for your review.

Operational Area: 9. MANAGEMENT INFORMATION SYSTEMS

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
9.1 Improve the interface between the computer systems.	Inadequate interface between systems.	Seamless interface exists. Real time access possible.	Revised Ongoing	In the process of testing firewall. With THINK TANKS SYTEMS. This will improve network performance. (see attachment)
9.2 Resolve problems with existing MIS.	9/2007 Certification Review Report	Improve quality and efficiency	Revised Ongoing	Agency is in the process of selecting New Software. RFP is complete and ready.
A. Develop MIS report covering all Agency operations.			Revised 6/30/08	In the process of updating IT procedures. The MIS department currently services the COCC.

Targets and Strategies	Baseline As of: 9/30/07	Final Performance Target	Estimated Completion Date	COMMENTS
<p>9.3 Conduct a comprehensive; PHA-wide needs assessment, either in-house or by a consultant, to determine system improvements, if any, to the current system. Project needs for the next 5 years. Prepare a 5-Year MIS Plan as necessary.</p>	<p>Comprehensive needs assessment and long-range MIS Plan not available.</p>	<p>Comprehensive needs assessment and MIS Plan completed. Budget projections and funding sources determined.</p>	<p>Revised 6/30/08</p>	<p>The MIS department has identified the need for new housing software. The MIS staff is currently working with the HUD TA to develop a five year plan. However, due to the lack of funds the agency is streamlining all cost.</p>

**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 Assistance, HOPE VI, Capital Fund

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

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the 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 Margo Richmond	Title Chairman
Signature <i>Margo Richmond</i>	Date 11/21/08

^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. 11 th Ave.	46402
IN 011-003	Broadway Manor	100 W. 11 th Ave	46402
IN 011-003	Al Thomas	100 W. 11 th Ave	46402
IN 011-004	Glen Park High-Rise	3280 Pierce St.	46408
IN 011-005	Concord Village	5001 W. 19 th Ave.	46406
IN 011-005	Scattered Sites	5001 W. 19 th Ave	46406
IN 011-005	Concord on the Hill	5001 W. 19 th Ave.	46406
IN 011-005	Scattered Sites	3200 W. 11 th Ave	46404
IN 011-006	Ivanhoe Gardens	3200 W. 11 th Ave	46404
IN 011-007	Delaney Community	913 W. 22 nd Place	46407
IN 011-007	Delaney West	913 W. 22 nd 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. 21 st . Ave	46407
IN 011-010	Dorie Miller East Point	1772 E. 21 st . Ave	46407
IN 011-010	Scattered Sites	6800, 6900 and 7000 Blocks 5 th 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.

PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and
Streamlined 5-Year/Annual PHA Plans*

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ~~the~~ standard Annual, standard 5-Year/Annual or streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 2009, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Gary Housing Authority


IN011

PHA Name

PHA Number/HA Code

- Standard PHA Plan for Fiscal Year: 20 09
- Standard Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__
- Streamlined Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Margo Richmond	Title Chairman
Signature X 	Date 11/21/08

**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

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

Margo Richmond

Title

Chairman

Signature



Date (mm/dd/yyyy)

11/21/08