

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Housing Authority of the City of Muncie</u> PHA Code: <u>IN36P005</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>04/2012</u>												
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>297</u> Number of HCV units: <u>842</u>												
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <thead> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> </tr> </tbody> </table>	PH	HCV	PHA 1:		PHA 2:		PHA 3:	
PH	HCV												
PHA 1:													
PHA 2:													
PHA 3:													
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.												
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: "The mission of the Muncie Housing Authority is to provide quality choices of affordable housing and to foster self-sufficiency and homeownership"												
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.												

PHA Plan Update

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

The Authority has revised and or implemented its policies.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

The Annual and Five (5) Year Plan may be obtained at the PHA’s Administration Office located at 409 E. First Street, Muncie, IN 47302, or the PHA development Management office, or visit the PHA website at www.muncieha.com.

1. PHA Plan Elements

• **Public Housing**

- a. Eligibility – Screenings are conducted thru the initial application process and person is interviewed according to income limits. Criminal or drug-related activity background checks are performed thru Screening Reports, Inc. Rental history of the applicant is reviewed. A search is conducted to ensure no outstanding balances with other PHA’s.
- b. Waiting List Organization – Waiting lists are maintained at each public housing site. Applications for housing can be turned in at the PHA administrative office or PHA development site management office. Families may be on more than one (1) waiting list simultaneously. Interested persons may obtain more information about and sign up to be on the site-based waiting lists at the PHA administrative office and all PHA development management offices.
- c. Admission Preferences – Preferences have been established by the PHA for admission into public housing (other than date and time of application). Those preferences are: working families and those unable to work because of age or disability and MFP (Money Follows Person) Rebalancing Initiative. Transfers will take precedence over a new admissions only in the case of emergencies, over housed, under housed, medical justification, or administrative reasons determined by the PHA (to permit modernization work).
- d. Deconcentration and Income - The PHA performs an analysis of its family (general occupancy) developments to determine concentrations of poverty. This indicates the needs for measures to promote deconcentration of poverty and income mixing. Based on the results of the analysis, the PHA made special efforts to attract or retain higher-income families in the following developments: Millennium Place, Earthstone Terrace, and Southern Pines.

• **Housing Choice Voucher Program**

- a. Eligibility Screening – The extent of the screenings conducted by the PHA is for criminal or drug-related activity only to the extent required by law or regulation. The screenings also identify:
 - If any member of the family has been evicted from public housing during the last three (3) years.
 - If any member of the family commits fraud, bribery or any other corrupt or criminal activity within the past three (3) years.
 - The family currently owes rent or other amounts to the HA or to another HA in connection with Housing Choice Voucher Program or public housing assistance under the 1937 Act.
 - The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under lease.
 - The family breaches an agreement with an HA to pay amounts owed to an HA or amounts paid to an owner of an HA.
 - Violations of family obligations in the past three (3) years.
- b. Waiting List Process – Interested persons may apply for admission to the Housing Choice Voucher Program for tenant-based assistance by:
 - Obtaining an Application at MHA’s Administration Office 409 E. First St. Muncie, IN 47302, or the PHA’s website at www.muncieha.com when waiting list is open.
 - The Housing Choice Voucher Program Placement waiting list is based on a lottery system.
- c. Admission Preferences – Elderly disabled singles have preference over non-elderly disabled singles.
 - Person’s displaced by MHA have preference.

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2. Financial Resources

• Public Housing Operating Funds	\$1,282,847.57
• Public Housing Capital Funds	\$494,429.00
• Capital Fund RHF Funds	\$170,836.00
• Annual Contributions for Housing Choice Voucher Program	\$4,270,940.00
• HCVP Administrative Fee	\$360,000.00
• Developer Fees	\$111,634.00
• Public Housing Dwelling Rental Income	\$441,192.00
Total of all resources	\$7,131,878.57

3. Rent Determination Policies

- **Public Housing**
1. The PHA employs discretionary policies for determining income based rents. The minimum rent is set at \$50. The PHA has adopted a discretionary minimum hardship exemption policy. Between income reexaminations, tenants must report changes in income or family composition to the PHA which may result in an adjustment to tenants rent. In setting the market-based flat rents, the PHA uses the Section 8 rent reasonableness study of comparable housing and survey of rents listed in local newspapers.
- **Housing Choice Voucher Program**
1. The PHA's payment standard for HCVP is at 105% of Fair Market Rate (FMR). FMR's are adequate to ensure success among assisted families in the PHA's segment of the FMR area. The payment standards are reevaluated for adequacy on an annual basis. PHA considers the availability of suitable units below payment standard. The PHA also considers the availability of suitable units below payment standard, reasonableness Data Base/Average Rent to Owners Financial Feasibility. The minimum rent for Section 8 is set at \$50. The PHA has adopted a discretionary minimum rent hardship exemption policy. The hardship is determined if the family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. The family would be evicted because of the following: Inability to pay the minimum rent, family income has decreased because of changed family circumstances, loss of employment, a death in the family, or the family has experienced other circumstances determined by the PHA.

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	<p>4. Operations and Management – The rules, standards and policies of the PHA that govern maintenance and management are covered in the agency’s maintenance plan. They are extensive and comprehensive and cannot be included within the limits of this space. A copy of the policies and procedures can be made available upon request.</p> <p>5. Grievance Procedures</p> <ul style="list-style-type: none"> • Public Housing <ul style="list-style-type: none"> a. The grievance procedures are outlined and followed according to the agency’s ACOP. • Housing Choice Voucher Program <ul style="list-style-type: none"> a. The grievance procedure is outlined and followed according to the agency’s Administrative Plan. <p>6. Designated Housing for Elderly and Disabled Families – Gillespie Tower</p> <p>7. Community Service and Self-Sufficiency – (The PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services). The PHA employs the following discretionary policy to enhance the economic and social self-sufficiency of assisted families: Preferences for families working. The PHA is complying with the statutory requirements of the welfare program by:</p> <ul style="list-style-type: none"> • Adopting the appropriate changes to the PHA’s public housing rent determination policies and train staff to carry out those policies. • Informing the residents of new policy on admissions and reexamination • Actively notify residents of new policies 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. <p>8. Safety and Crime Prevention – The PHA has gathered information from public and community meetings, resident reports, and PHA reports to determine the need for PHA actions to improve the safety of residents. The PHA and the Muncie Police Department have coordinated efforts to prevent crime with the following activities:</p> <ul style="list-style-type: none"> • PHA conducts monthly reviews of police reports to identify possible problem areas • PHA participates in crime watch meetings • PHA has security officer which patrols Housing Authority properties • PHA sponsors the National Night Out initiative in partnership with the Muncie Police Department to promote crime prevention. <p>9. Pet Policy – The PHA does not discriminate against elderly or disabled tenants which live in senior or family communities, regarding admission or continued occupancy because of ownership of pets and has established reasonable rules governing the keeping of common household pets in accordance with 24 CFR Part 5 Subpart C and with regard to assistance animals Section 504: Fair Housing Action (42U.S.C.); 24CFR5.303.</p> <p>10. Civil Rights Certification – The Civil Rights Certification is in compliance with 24 CFR Part 903.7 9(o) as evidence attachment HUD form 50077.</p> <p>11. Fiscal Year Audit – Velma Butler & Company, LTD. Audited the PHA’s compliance with the public housing assessment system program and did observe any material instances of noncompliance. Velma Butler & Company also audited the PHA’s compliance with the Housing Choice Voucher Management Asset Program and did not observe any material instances of noncompliance. In regards to financial statements, there were no reportable findings for the FY 2010. Also, there were no reportable federal award findings or questioned costs for the FY ending 2010</p> <p>12. Asset Management – The PHA has already decentralized its warehouse and made provisions for maintenance materials and supplies on a project basis. The finance department has made the transition to development based accounting. Development site managers have been given authority to supervise maintenance personnel at each site.</p> <p>13. Violence Against Women Act (VAWA) –The PHA Staff has developed relationships with local agencies and service providers which handle matters pertaining to VAWA.</p>
6.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>A. HOPE VI or Mixed Finance Modernization or Development – N/A</p> <p>B. Demolition and/or Disposition – N/A</p> <p>C. Conversion of Public Housing – N/A</p> <p>D. Homeownership – The PHA received a \$12.3 Million revitalization grant in 2002. The PHA will continue to implement its HOPE VI Homeownership phase. The Homeownership Program is a Section 24 new construction, direct-sales program to low and moderate income buyers. The plan includes 44 homeownership units, 22 are subsidized by HOPE VI and 22 are market rate. The market rate units are privately funded. The project number is IN36URD005I102. Infrastructure for this project is 100% complete, the first phase of construction consists of eight (8) single family homes is 100% complete. Two (2) of the eight (8) homes have been sold.</p> <p>E. Project-Based Vouchers – N/A</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>

8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	<p>Capital Fund Financing Program (CFFP).</p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p> <p>There are no plans to apply for a CFFP Loan.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>The PHA is working in collaboration with other housing service providers to provide information about the agency's available housing stock on a quarterly basis. The PHA thru its staff will disseminate information to the community. Case management and other resident development services are provided for all public housing residents and HCVP tenants. The PHA is also working with the Department of Community Development to identify and remove the negative effect of public policies that serve as barriers to affordable housing. The PHA publishes a quarterly newsletter and has recently updated the agency website.</p>

9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>Strategy 1: Maximize the number of affordable units available to the PHA within its current resources by:</p> <ul style="list-style-type: none"> • Employ effective maintenance and management policies to minimize the number of public housing units off-line. • Reduce turnover time for vacated public housing units by outsourcing vacant unit maintenance to private contractors. • Reduce time to renovate public housing units. • Maintain or increase Housing Choice Voucher Program 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. <p>Strategy 2: Increase the number of affordable housing units by:</p> <ul style="list-style-type: none"> • Apply for additional Housing Choice Vouchers units should they come available. • Leverage affordable housing resources in the community through the creation of mixed-finance housing. • Pursue housing resources other than public housing or Housing Choice Voucher Program tenant-based assistance. <p>Need: Specific Family Types: Families or below 30% of median income</p> <p>Strategy 1: Target available assistance to families at or below 50% of AMI by:</p> <ul style="list-style-type: none"> • Employ admissions preferences aimed at families who are working. • Utilize agency instrumentality to develop further affordable housing for families at or below 30% AMI, 15 new tax credit units of housing for families at or below 40% AMI, 18 new tax credit units of housing for families at or below 50% AMI, and 19 new tax credit units of housing for families at or below 60% AMI. <p>Need: Specific Family Types: Families with Disabilities</p> <p>Strategy 1: Target available assistance to Families with Disabilities by:</p> <ul style="list-style-type: none"> • The PHA will promote marketing to not-for-profit agencies that assist families with disabilities. <p>Need: Specific Family Types: Races or ethnicities with disproportionate housing needs</p> <p>Strategy 2: Conduct activities to affirmatively further fair housing by:</p> <ul style="list-style-type: none"> • In order to provide fair available housing, the PHA refers participants to the website: www.gosection8.com.
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10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>In the development of Parkview Apartments all residents were offered HCVP vouchers. All residents were successfully relocated.</p> <p>The Authority has secured a fee accountant to be part of our financial management team to ensure asset management and all other financial compliances are properly met.</p> <p>A team has been established to design and consult on a business plan for the day care facility for the PHA. Development and design documents have been prepared for the construction of the facility.</p> <p>The PHA is developing plans for the admin offices to be relocated to the proposed site which will house the day care facility.</p> <p>The Authority has completed the application documents for Millennium Place West (Tax Credit Application) and will submit November 1, 2012, in order to provide additional affordable housing to the community, and a source of replacement housing for the demolition of 64 PH units.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>N/A</p>
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11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Instructions form HUD-50075

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

1.0 PHA Information

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

2.0 Inventory

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

3.0 Submission Type

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

4.0 PHA Consortia

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

5.0 Five-Year Plan

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

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

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

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

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

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

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

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

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

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 8/31/2011

Part I: Summary					
PHA Name: Muncie Housing Authority		Grant Type and Number Capital Fund Program Grant No: IN36P005501-12 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2012 FFY of Grant Approval:
Type of Grant <input checked="" 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	90,000.00			
3	1408 Management Improvements	30,000.00			
4	1410 Administration (may not exceed 10% of line 21)	49,429.00			
5	1411 Audit	3,000.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	15,000.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	15,000.00			
10	1460 Dwelling Structures	150,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	10,000.00			
12	1470 Non-dwelling Structures	87,000.00			
13	1475 Non-dwelling Equipment	30,000.00			
14	1485 Demolition	0.00			
15	1492 Moving to Work Demonstration	0.00			
16	1495.1 Relocation Costs	0.00			
17	1499 Development Activities ⁴	0.00			

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

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

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Type of Grant <input checked="" 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
18a	1501 Collateralization or Debt Service paid by the PHA	0.00			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0.00			
19	1502 Contingency (may not exceed 8% of line 20)	15,000.00			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	494,429.00			
21	Amount of line 20 Related to LBP Activities	0.00			
22	Amount of line 20 Related to Section 504 Activities	0.00			
23	Amount of line 20 Related to Security - Soft Costs	0.00			
24	Amount of line 20 Related to Security - Hard Costs	0.00			
25	Amount of line 20 Related to Energy Conservation Measures	0.00			
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

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

Part II: Supporting Pages								
PHA Name: Muncie Housing Authority			Grant Type and Number Capital Fund Program Grant No: IN36P005501-12 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2012		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 05	Operations	1406	30,000.00					
AMP 05	Management Improvements	1408	10,000.00					
AMP 05	Audit	1411	1,000.00					
AMP 05	Fees and Costs	1430	5,000.00					
AMP 05	Site Improvements	1450	5,000.00					
AMP 05	Water Heater	1465	5,000.00					
AMP 05	Renovations Community Room	1470	40,000.00					
AMP 05	Computer Upgrades	1475	2,000.00					
AMP 05	Maintenance Equipment	1475	5,000.00					
AMP 05	Office Equipment	1475	3,000.00					
AMP 05	Contingency	1502	5,000.00					
AMP 06	Operations	1406	30,000.00					
AMP 06	Management Improvement	1408	10,000.00					
AMP 06	Audit	1411	1,000.00					
AMP 06	Fees and Costs	1430	5,000.00					
AMP 06	Site Improvements	1450	5,000.00					
AMP 06	Carpet Replacement with Tile	1460	30,000.00					
AMP 06	Interior Renovations/Common Area	1460	20,000.00					
AMP 06	Bathroom & Kitchen Renovations	1460	95,000.00					
AMP 06	HVAC	1465	5,000.00					

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 06	Computer Equipment	1475	2,000.00					
AMP 06	Maintenance Equipment	1475	5,000.00					
AMP 06	Office Equipment	1475	3,000.00					
AMP 06	Contingency	1502	5,000.00					
AMP 08	Operations	1406	30,000.00					
AMP 08	Management Improvement	1408	10,000.00					
AMP 08	Audit	1411	1,000.00					
AMP 08	Fees and Costs	1430	5,000.00					
AMP 08	Site Improvements	1450	5,000.00					
AMP 08	Water Heater	1465	5,000.00					
AMP 08	Renovations Community Room	1470	40,000.00					
AMP 08	Computer Upgrades	1475	2,000.00					
AMP 08	Maintenance Equipment	1475	5,000.00					
Price Hall	Site Modifications	1470	7,000.00					
COCC	Administration	1410	49,429.00					

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Gillespie Tower					
AMP 05	2014		2018		
AMP 06	2014		2018		
AMP 08	2014		2018		
Price Hall	2014		2018		
COCC	2014		2018		

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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



Violence Against Women Act (VAWA)

Purpose and Applicability

The violence against Women Reauthorization Act of 2005 (VAWA), provides that “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 the tenancy or occupancy rights, if the tenant or immediate family member of the tenant’s family is the victim or threatened victim of that abuse.” VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the PHA’s authority to terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

Victim Documentation

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest or other person under the tenant’s control and a tenant or immediate family member of the tenant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include two (2) elements:

1. A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual, or threatened domestic violence, dating violence, or stalking.
2. One (1) of the following:
 - A police or court record, such as a protective order documenting the actual or threatened abuse



- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable profession from whom the victim is sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the PHA within fourteen (14) business days after the individual claiming victim status receives a request for such certification. The PHA, owner or manager will be aware that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk, e.g. the abuser may monitor the mail. The PHA may require that the tenant come into the office to pick up the certification form and will work with the tenants to make delivery arrangements that do not place the tenant at risk. This fourteen (14) day deadline may be extended at the PHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days, or the approved extension period, the PHA may proceed with assistance termination.

The PHA also reserves the right to waive these victim verification requirements and accept only a self-certification from the victim if the PHA deems the victim's life to be in imminent danger.

Once a victim has completed certification requirements, the PHA will continue to assist the victim and may use bifurcation as a tool to remove a perpetrator from assistance. Owners will be notified of their legal obligation to continue housing the victim, while using lease bifurcation to remove the perpetrator from a unit. The PHA will make all best efforts to work with victims of domestic violence before terminating the victim's assistance.

In extreme circumstances when the PHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's (including the victim) tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Terminating or Evicting A Perpetrator of Domestic Violence

VAWA provides protection from termination for victims of domestic violence; it does not provide protection for perpetrators. In fact, VAWA gives the PHA the explicit "authority to bifurcate a lease or to remove a household member from a lease" "in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." If the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or applicable local, state, or federal law for eviction, lease termination, or termination of assistance.

When the actions of a tenant or other family member results in a determination by the PHA to terminate the family's lease and another family member claims that the actions involve criminal acts of physical violence against family members or others, the PHA will request that the victim submit the above required certification and supporting documentation are submitted within the required time frame. If the certification and supporting documentation are submitted within the required time frame or any approved extension period, the PHA will bifurcate (split lease) the



lease and evict or terminate the occupancy rights of the perpetrator. If the victim does not provide the certification and supporting documentation, as required the PHA will proceed with termination of the family's lease.

If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family.

Confidentiality

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure:

- (a) Is requested or consented to by the individual in writing,
- (b) Is required for use in an eviction proceeding, or
- (c) Is otherwise required by applicable law.

If release of the information would put your safety at risk, you should inform the housing authority.

Definitions

As used in this policy:

- A. **Domestic Violence-** The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of jurisdiction."
- B. **Dating Violence-** means violence committed by a person
 - (a) Who is or has been in a social relationship of a relationship of a romantic or intimate nature with the victim; and
 - (b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i.) The length of the relationship.
 - (ii.) The type of relationship.
 - (iii.) The frequency of interaction between the persons involved in the relationship



C. **Stalking-** means

- (a) (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (b) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of death of, or serious bodily injury to, or to cause substantial emotional harm to
 - (i) That person
 - (ii) The type of relationship
 - (iii) The frequency of interaction between the persons involved in the relationship

D. **Immediate Family Member-** means, with respect to a person

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

E. **Perpetrator-** means person who commits an act of domestic violence, dating violence or stalking against a victim.

F. **Bifurcate-** means to divide lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

VAWA and Other Laws

VAWA does not limit the housing authority or landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking.

For Additional Information

If you have any questions regarding VAWA, please contact Domestic Abuse Services (DASI), Inc. at their 24 hour hotline at (973) 875-1211. For help and advice on escaping an abusive relationship, call the National Domestic Abuse Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).



RESIDENT ADVISORY BOARD

Carl Michael Murphy, President

Judy Davis, Vice President

Ross Greenwalt, Treasurer

Jane Jinks, Chaplain

Annual Plan Advisory Board Comments/Recommendations:

Gillespie Towers

1. Replace elevators and install cameras for security purposes.
2. Clean dryer vents and roof vents more frequently.

Response:

Preventative maintenance policies are in the process of being revised; will take this into consideration when we revise these policies.

3. Install three (3) cameras in hallways for security purposes on all floors.
4. Provided a front load washer and dryer for those residents who are in wheelchairs.

Earthstone Terrace

1. Secured WI-FI at the complexes.

Response:

If WI-FI is not feasible, the director is looking into setting up 2-3 computers at the office for residents to use. There will be a time limit of an hour per resident.

2. Landscape front entrance of Earthstone to make it more presentable.



COMMUNITY SERVICE PROGRAM

The Muncie Housing Authority (MHA) Community Service Program was re-activated in October of 2003. We had a successful program working when regulations changed pertaining to community service.

The MHA determined that the phrase "Community Service" sounded punitive and we set up a program we call F.A.M.E. (Families Achieving Motivational Enrichment). This program allows residents to comply with the regulation by providing a program that is two (2) fold. We set up each month motivational and/or enrichment workshops, as well as giving resident's credit for attending Resident Council Meetings, MHA board meetings or any other informational meeting held for the benefit of the residents. Also, we have partnered with approximately twenty-four (24) agencies which signed MOA's agreeing to use our residents to perform service, while being trained in many areas. All of the agencies are providing services to the community.

The Housing Authority monitors time through agencies and workshops or meetings are verified by staff which set them up. We have had great success with our program and have not found it difficult to keep track of who and who is not in compliance.

Each resident manager has files on site of residents who have and are doing community service. Procedures are in place to check on and monitor compliance throughout the year so that at recertification time residents will not face problems.



Chapter 10

PET POLICY – ELDERLY/DISABLED COMMUNITYS

[24 CFR Part 5, Subpart C]

INTRODUCTION

PHAs have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled communities. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household;
- That the animal has been trained to assist with the specified disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the PHA management.

The pet owner must submit and enter into a Pet Agreement with the PHA.

Registration of Pets

Pets must be registered with the PHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/Local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats must be spayed or neutered.

Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The PHA will refuse to register a pet if:

- the pet is not a *common household pet* as defined in this policy;
- keeping the pet would violate any House Pet Rules;
- the pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- the PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

B. STANDARDS FOR PETS

Pet rules will not be applied to animals that assist persons with disabilities.

Persons with Disabilities

To be excluded from the pet policy, the resident/pet owner must certify:

- **that there is a person with disabilities in the household;**
- **that the animal has been trained to assist with the specified disability; and**
- **that the animal actually assists the person with the disability.**

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

- **Tenants are not permitted to have more than one *type* of pet.**

1. Dogs

Maximum number: ONE

Maximum adult weight: 25 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

2. Cats

Maximum number: ONE

Must be declawed

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box.

Must be licensed as specified now or in the future by State law or local ordinance

3. Birds

Maximum number: ONE
Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: **20 gallons**
Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number: ONE
Must be enclosed in an acceptable cage at all times
Must have any or all inoculations as specified now or in the future by State law or local ordinance

6. Turtles

Maximum number: ONE
Must be enclosed in an acceptable cage or container at all times

C. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

D. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas:

- **all common areas**
- **PHA offices**

E. ADDITIONAL FEES AND DEPOSITS FOR PETS

Tenants with a dog or cat must pay a pet deposit.

The resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.

An initial payment of \$300.00 on or prior to the date the pet is properly registered and brought into the apartment, and; a nominal fee of \$10.00 per month shall be charged above the deposit. This fee is non-refundable.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

There will be a 45 day waiting period before the tenant can purchase a new properly registered pet.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the community will be the responsibility of the resident, including:

- **the cost of repairs and replacements to the resident's dwelling unit;**
- **fumigation of the dwelling unit;**
- **common areas of the community.**

Pet Deposits are not a part of rent payable by the resident.

F. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

G. WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$8.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- **the cost of repairs and replacements to the dwelling unit;**
- **fumigation of the dwelling unit.**

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

The expense of flea deinfestation shall be the responsibility of the resident.

H. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

I. NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

J. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

K. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

L. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

M. INSPECTIONS

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

The PHA may enter and inspect the unit only if a complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or Local law.

N. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the resident/pet owner has **one (1) work** day from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
- That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the one (1) day period, the meeting will be scheduled no later than five (5) calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

O. NOTICE FOR PET REMOVAL

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

- a brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
- the requirement that the resident /pet owner must remove the pet within **five working** days of the notice; and
- a statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

P. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- the pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
- the pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Q. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over **24** hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or Local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

R. EMERGENCIES

The PHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or Local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

Chapter 11

PET POLICY – GENERAL OCCUPANCY (FAMILY) COMMUNITYS

[24 CFR Part 960, Subpart G]

INTRODUCTION

This Chapter explains the PHA's policies on the keeping of pets in general occupancy communities and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES

The resident/pet owner will be required to qualify animals (for exclusion from the pet policy) that assist, support or provide service to persons with disabilities.

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

B. STANDARDS FOR PETS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and Local law.

1. Dogs

Maximum number: ONE

Maximum adult weight: 25 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by state law and local ordinance

Any litter resulting from the pet must be removed immediately from the unit

2. Cats

Maximum number: ONE

Must be declawed

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by state law or local ordinance

Any litter resulting from the pet must be removed from the unit immediately

3. Birds

Maximum number: ONE

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size 20 gallons

Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number: ONE

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by state law or local ordinance

The following are NOT considered "common household pets":

- **Domesticated dogs that exceed 25 pounds.** (Animals certified to assist persons with disabilities are exempt from this weight limitation).

- **Vicious or intimidating pets. Dog breeds including [pit bull/rottweiler/chow/boxer/ Doberman/Dalmatian/German shepherd] are considered vicious or intimidating breeds and are not allowed.**
- **Animals who would be allowed to produce offspring for sale.**
- **Wild, feral, or any other animals that are not amenable to routine human handling.**
- **Any poisonous animals of any kind.**
- **Fish in aquariums exceeding twenty gallons in capacity.**
- **Non-human primates.**
- **Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.**
- **Pot-bellied pigs.**
- **Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.**
- **Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.**
- **Chicks, or other animals that pose a significant risk of salmonella infection to those who handle them.**
- **Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.**
- **Snakes or other kinds of reptiles.**

C. REGISTRATION OF PETS

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet:

- **has received all inoculations required by State or Local law**
- **has no communicable disease(s) (and)**
- **is pest-free.**

Registration must be renewed and will be coordinated with the annual reexamination date.

Proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Each pet owner must provide one color photographs of their pet(s).

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The PHA will refuse to register a pet if:

- **the pet is not a “common household pet” as defined in this policy;**
- **keeping the pet would violate any House Rules;**
- **the pet owner fails to provide complete pet registration information;**
- **the pet owner fails to update the registration annually;**

- **the PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament and behavior may be considered as a factor in determining the pet owner’s ability to comply with the provisions of the lease.**

The notice of refusal may be combined with a notice of pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.

The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:

- **Agree that the resident is responsible and liable for all damages caused by their pet(s).**
- **All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.**
- **All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.**
- **Tenants are prohibited from feeding stray animals.**
- **The feeding of stray animals will constitute having a pet without permission of the Housing Authority.**
- **Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.**
- **No animals may be tethered or chained outside or inside the dwelling unit.**
- **When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.**
- **All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$8.00. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.**
- **Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.**
- **The Resident/Pet Owner shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing of it immediately.**
- **Pet owners must take precautions to eliminate pet odors.**

- **The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.**
- **Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.**
- **The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.**
- **The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets so removed.**
- **That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.**
- **Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.**
- **Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.**
- **Pet owners may not alter their unit or patio to accommodate an animal.**

E. LIMITATIONS ON PET OWNERSHIP

Although the PHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, the PHA shall limit pet ownership at certain PHA developments or portions of developments. Specific developments and portions of developments are described in the PHA Annual Plan. Limitations include, but are not limited to, the following:

- **Animals with fur, such as dogs and cats, will not be permitted in portions of developments where residents have identified a family member with verified asthma exacerbated by fur or allergies to fur.**

F. DESIGNATION OF PET-FREE AREAS

The following areas are designated as no-pet areas:

- **PHA playgrounds**
- **PHA management offices**
- **PHA community centers**
- **PHA recreation center areas**

G. PETS TEMPORARILY ON THE PREMISES

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

H. DEPOSITS FOR PETS

The PHA does require a pet deposit for a dog or cat.

Tenants with a dog or cat must pay a pet deposit of \$300.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.

These charges are due and payable within 30 days of written notification.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit.

The refundable pet deposit will be placed in an escrow account. The PHA will refund the unused portion of the deposit, to the resident within a reasonable time after the resident moves from the community or no longer owns or has a pet present in the resident's dwelling unit.

The PHA will return the pet deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the community will be the responsibility of the resident, including, but not limited to:

- **the cost of repairs and replacements to the resident's dwelling unit;**
- **fumigation of the dwelling unit;**
- **common areas of the community if applicable**

The expense of flea deinfestation shall be the responsibility of the resident.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

Pet deposits are not a part of rent payable by the resident.

ADDITIONAL PET FEES

The PHA does require a non-refundable nominal fee.

The PHA will charge a non-refundable nominal fee of \$10.00 for each household with a pet.

This fee is intended to cover the reasonable operating costs to the community relating to the presence of pets. Reasonable operating costs to the community relating to the presence of pets include, but are not limited to:

- **landscaping costs**
- **pest control costs**
- **insurance costs**
- **clean-up costs**

The nominal fee will be assessed monthly.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

J. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$8.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

K. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

L. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up/emptied immediately by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

M. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

N. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

O. INSPECTIONS

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

The PHA may enter and inspect the unit only if a complaint is received alleging that the conduct or condition of the pet in the unit is a violation, or constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

P. PET RULE VIOLATION NOTICE

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

- **Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.**
- **Lease termination proceedings.**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- that the resident/pet owner has one **(1) work day** from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
- that the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- that the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the one (1) work day period, the meeting will be scheduled no later than five (5) calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

Q. NOTICE FOR PET REMOVAL

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

- A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
- The requirement that the resident/ pet owner must remove the pet within five (5) days of the notice; and
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

R. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

S. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over **24** hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or Local agency and request the removal of the pet, **or the PHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.**

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

T. EMERGENCIES

The PHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or Local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above policy will be grounds for termination of the lease.



MUNCIE HOUSING AUTHORITY DECONCENTRATION AND INCOME MIXING POLICY 1999

Goal

To establish a diverse community wherein equal opportunity in housing is extended to everyone, and, to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

1. In order to achieve deconcentration and income mixing, the Muncie Housing Authority will:
 - X Provide a uniformed way of skipping on the waiting-list
 - X Follow the established local preferences
 - X Offer incentives to individuals on the waiting list and residents in good standing*
 - X Deferred security deposit with our video move-in. 6 months of payments. Skipping payments will result in the whole security deposit due on demand. Move out prior to the security deposit being paid in full then the security deposit is due immediately.
 - X First and twelfth month=s rent free with one year lease
 - X No additional deposit required with transfers
2. In addition, the MHA will attempt to use the following marketing strategies which we feel will enhance the possibilities of fulfilling our deconcentration and income mixing policy.
 - X Advertise in the local newspapers
 - X Provide Bi-lingual advertising
 - X Enter into a cooperative agreement to do a video presentation on local television stations
 - X Distribute information in local agencies, businesses, churches, public schools, and libraries

3. In order to maintain our deconcentration and income mixing policy, the MHA will act aggressively toward achieving our current goal and be flexible to the conditions of the changing market, meanwhile consistently replacing same type households to meet our policy throughout all of our complexes.
4. The MHA will annually assess its programs and developments for policy and HUD compliance.

* A resident in good standing is defined as: having no outstanding balance on his/her account and MHA has not had to take action for eviction.



PART VII. HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

There are two forms of homeownership assistance a PHA may offer under this option: monthly homeownership assistance payments, or a single down payment assistance grant. PHAs may choose to offer either or both forms of homeownership assistance, or choose not to offer either. If a PHA offers both forms of assistance, a family must choose which form of assistance to receive.

The PHA must offer either form of homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000,

based on the income of adult family members who will own the home. The PHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.

- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

PHA POLICY:

The PHA will not establish a higher minimum income standard for disabled and/or non disabled families.

Families will be considered “continuously employed” if the break in employment does not exceed one month.

The PHA will count Self-employment in a business when determining whether the family meets the employment requirement.

The PHA will impose additional eligibility requirements. To be eligible to participate in the homeownership option, families must meet the following criteria:

1. The family has had no family-caused violations of HUD's Housing Quality Standards within the past year.
2. The family is not within the initial one-year period of a HAP Contract or for HH residents one year lease.
3. The family does not owe money to the PHA
4. The family has not committed any serious or repeated violations of a PHA lease or assisted lease within the past year.
5. The family must be a participant of the Family Self Sufficiency Program and in compliance with the Contract of Participation or a graduate of the Family Self Sufficiency program. (Families that have a disabled head of household is exempt from this requirement)

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If the PHA limits the number of families that may participate in the homeownership option, the PHA must establish a system by which to select families to participate.

PHA POLICY:

The PHA will administer up to 10 new homeownership units per year. The PHA may exceed the number of units planned per year if it is necessary as a reasonable accommodation for a person with a disability. If this occurs, the PHA may reduce the number of homeownership units offered in subsequent years.

Families who have been participating in an economic self-sufficiency program for at least one year, or have graduated from such a program, will be given preference over other families. Elderly and disabled families will automatically be given this preference.

Within preference and non-preference categories, families will be selected according to the date and time their application for participation in the homeownership option is submitted to the PHA.

All families must meet eligibility requirements as defined in Section 15-VII.B. of this plan.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be under construction or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
- For PHA-owned units all of the following conditions must be satisfied:
 - The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
 - The unit is not ineligible housing;
 - The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

The PHA must not approve the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

15-VII.E. ADDITIONAL PHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. The PHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

PHA POLICY

The family will be allowed 60 days to identify a unit and submit a sales contract to the PHA for review. The family will be allowed an additional 60 days to close on the home. The PHA may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by case basic, but in no case will an extension exceed a total of 120 days. The maximum amount of time a family will be given to locate and complete the purchase of a home under the homeownership option is 365 days.

During these periods, the family will continue to receive HCV rental assistance or remain in public housing until the family vacates the unit for their purchased home.

All request for extensions must be submitted in writing to the PHA prior to the expiration of the period for which the extension is being requested. The PHA will approve or disapprove the extension request within 10 business days. The family will be notified of the PHA's decision in writing.

The family will be required to report their progress on locating and purchasing a home to the PHA every 30 days until the home is purchased.

If the family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be placed on the HCV waiting list.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA. HUD suggests the following topics for the PHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;

- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The PHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If the PHA does not use a HUD-approved housing counseling agency to provide the counseling, the PHA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

PHA POLICY

Families will be required to participate in a two year after care to monitor household budgeting skills.

15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

The PHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

The PHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

PHA POLICY:

When the family locates a home they wish to purchase and submits a copy of their purchase offer/contract, the PHA will conduct a housing quality standards (HQS) inspection within 10 business days. Any items found not to meet HQS must be repaired before the unit can be determined eligible for the homeownership program.

The family must hire an independent professional inspector, whose report must be submitted to the PHA for review. This inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or a licensed engineer. The inspector may not be a PHA employee.

The PHA will review the professional report in a timely fashion and, based on the presence of major physical problems, may disapprove the purchase of the home.

If the PHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval .

While the family is receiving homeownership assistance, the PHA will conduct an HQS inspection every year for the first three years.

Contract of Sale

Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

Disapproval of a Seller

In its administrative discretion, the PHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

MHA POLICY:

As a check against predatory lending, the PHA and/or Muncie Homeownership will review the financing of each purchase transaction, including estimated closing costs. The PHA and/or Muncie Home ownership will review the loans for features, such a balloon payments, adjustable rate mortgages, and unusually high interest rates, all of which are prohibited. The PHA also will not approve “seller financing” or “owner-held” mortgages. Beyond these basic criteria, the PHA will rely on the lenders to determine that the loan will be affordable to program participants.

15-VII.H. FINANCING [24 CFR 982.632]

The PHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. The PHA must establish policies describing these requirements in the administrative plan.

A PHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family’s ability to secure favorable financing terms.

MHA POLICY

The mortgage the family applies for must require a minimum down payment of at least 3% of the sale price with 1% of the down payment coming from the purchaser’s personal funds. The PHA will not require that the family have any more than the minimum of 1% of their own money in the transaction. However, in cases where a lender is requiring a larger amount, the family may be held to the underwriting guidelines set by their lending institution.

The PHA will approve a family’s request to utilize its Family Self-Sufficiency escrow account for down payment and/or closing costs when purchasing a unit under the HCV homeownership option.

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the PHA before moving out of the home.
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

PHA POLICY:

Any inspection the PHA conducts after the initial inspection will be done on an advisory basis. The family will be encouraged to make the repairs, but will not be required to do so as a condition of ongoing assistance.

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in elsewhere in this plan for the Housing Choice Voucher program.

The PHA may pay the homeownership assistance payments directly to the family, or at the PHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family.

The PHA must adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

Homeownership expenses (not including cooperatives) only include amounts allowed by the PHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home;

- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
- Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

PHA POLICY

The PHA's housing assistance payment will be paid directly to the lender unless the mortgage company refuses to accept payments from more than one source. In such case, the PHA's housing assistance payment will be paid directly to the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

The PHA will allow the following homeownership expenses:

Monthly homeownership payment. This includes principal and interest on initial mortgage debt, taxes and insurance, and any mortgage insurance premium, if applicable.

Utility allowance: The PHAs utility allowance for the unit, based on the current HCV utility allowance schedule.

Monthly maintenance allowance. The monthly maintenance allowance will be the annual maintenance allowance, divided by twelve. The annual maintenance allowance will be set at .5 percent of purchase price of the home.

Monthly major repair/replacement allowance. The monthly major repair/replacement allowance will be the annual major repair/replacement allowance divided by 12. The annual major repair/replacement allowance will be set as a percentage of the purchase price of the home, based on the age of the home at the time of purchase and/or reexamination.

Age of Home	% of purchase price allowed
New to 20 years	.5
21 to 30 years	1.0
31 to 40 years	1.5
41 to 50 years	2.0
51 years plus	2.5

Monthly co-op/condominium assessments: If applicable, the monthly amount of co-op or condominium association operation and maintenance assessments.

Monthly principal and interest on debt for improvements; Principal and interest for major home repair, replacements, or improvements, if applicable.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and PHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA may deny permission to move to a new unit with continued voucher assistance as follows:

- Lack of funding to provide continued assistance.
- At any time, the PHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with the PHA's policy regarding number of moves within a 12-month period.

The PHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

PHA POLICY:

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with PHA policies in Chapter 10.

The PHA will require additional counseling for any families who move with continued assistance.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, the PHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

The PHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633.

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

PHA POLICY:

The PHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations listed in Section 1, as well as for any of the reasons listed in Section 2 of form HUD-52649, Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program.

In making its decision to terminate homeownership assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II D. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-11E.

Annual State 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		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R005501-10 Date of CFFP:		FFY of Grant: 2010 FFY of Grant Approval:	
PHA Name: Muncie Housing Authority IN36P005		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R005501-10 Date of CFFP:		FFY of Grant: 2010 FFY of Grant Approval:	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)	
<input checked="" type="checkbox"/> Original Annual Statement and Evaluation Report for Period Ending:		<input type="checkbox"/>		<input type="checkbox"/> Final Performance and Evaluation Report	
Summary by Development Account		Total Estimated Cost		Total Actual Cost ¹	
Line		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	0.00	0.00		
3	1408 Management Improvements	0.00	0.00		
4	1410 Administration (may not exceed 10% of line 21)	0.00	0.00		
5	1411 Audit	0.00	0.00		
6	1415 Liquidated Damages	0.00	0.00		
7	1430 Fees and Costs	0.00	0.00		
8	1440 Site Acquisition	0.00	0.00		
9	1450 Site Improvement	0.00	0.00		
10	1460 Dwelling Structures	0.00	0.00		
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00		
12	1470 Non-dwelling Structures	0.00	0.00		
13	1475 Non-dwelling Equipment	0.00	0.00		
14	1485 Demolition	0.00	0.00		
15	1492 Moving to Work Demonstration	0.00	0.00		
16	1495.1 Relocation Costs	0.00	0.00		
17	1499 Development Activities ⁴	200,306.00	200,306.00		

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		FFY of Grant: 2010	
PHA Name: Muncie Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R005501-10 Date of CFFP:	FFY of Grant Approval:	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹
		Original	Revised ²
18a	1501 Collateralization of Debt Service paid by the PHA		Obligated
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)	0.00	
20	Amount of Annual Grant: (sum of lines 2 - 19)	200,306.00	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	

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

Part III: Implementation Schedule for Capital Fund Financing Program					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB# 2577-0226
Expires 08/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Sharon McShurley the Mayor of the City of Muncie certify that the Five Year and
Annual PHA Plan of the Muncie Housing Authority is consistent with the Consolidated Plan of
City of Muncie prepared pursuant to 24 CFR Part 91.

 11/15/11

Signed / Dated by Appropriate State or Local Official

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

Department of Housing
Urban Development
 Office of Public and Indian Housing

OMB Approval N
 (exp. 2010) 7-0157

HA Name: **Muncie Housing Authority**
 Comprehensive Grant Number: **IN36R005501-09**
 FFY of Grant Approval: **2009**

Original Annual Statement
 Reserve for Disasters/Emergencies
 Performance and Evaluation Report for Program Year Ending _____
 Revised Annual Statement/Revision Number _____
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost ²
		Original	Revised ¹	
1	Total Non-CGP Funds			
2	1406 Operations (May not exceed 10% of line 20)	0.00	0.00	
3	1408 Management Improvements	0.00	0.00	
4	1410 Administration	0.00	0.00	
5	1411 Audit	0.00	0.00	
6	1415 Liquidated Damages	0.00	0.00	
7	1430 Fees and Costs	0.00	0.00	
8	1440 Site Acquisition	0.00	0.00	
9	1450 Site Improvement	0.00	0.00	
10	1460 Dwelling Structures	0.00	0.00	
11	1465.1 Dwelling Equipment--Non-expendable	0.00	0.00	
12	1470 Non-dwelling Structures	0.00	0.00	
13	1475 Non-dwelling Equipment	0.00	0.00	
14	1485 Demolition	0.00	0.00	
15	1490 Replacement Reserve	0.00	0.00	
16	1492 Moving to Work Demonstration	0.00	0.00	
17	1495.1 Relocation Costs	0.00	0.00	
18	1499 Mod Used for Development	200,664.00	200,664.00	
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00	
20	Amount of Annual Grant (Sum of lines 2-19)	200,664.00	200,664.00	
21	Amount of line 20 Related to LBP Activities			
22	Amount of line 20 Related to Section 504 Compliance			
23	Amount of line 20 Related to Security			
24	Amount of line 20 Related to Energy Conservation Measures			

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

Annual Statement / Performance and Evaluation Report
Capital Funds Program (CFP) Part II: Supporting Pages

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
ALL	Development Activities to be used for the construction of 1 and 2 bedroom Dwelling Units to replace Parkview Apartments - Tax Credit Project "Millennium Place West"	1499		200,664.00	200,664.00			0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
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								0.00%
								0.00%
								0.00%
								0.00%

Signature of Executive Director

Date

Signature of Public Housing Director

Date

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

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

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ²
	Original	Revised ¹	Original	Revised ¹	
ALL	9/15/2009		10/29/2016		
Signature of Executive Director					Date
Signature of Public Housing Director					Date

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

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

Department of Housing
 Urban Development
 Office of Public and Indian Housing

OMB Approval N
 (exp. 7-0157
 ,2010)

HA Name: **Muncie Housing Authority** Comprehensive Grant Number: **IN36R005501-08** FFY of Grant Approval: **2008**

Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program Year Ending _____ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost ²
		Original	Revised ¹	
1	Total Non-CGP Funds			
2	1406 Operations (May not exceed 10% of line 20)	0.00	0.00	
3	1408 Management Improvements	0.00	0.00	
4	1410 Administration	0.00	0.00	
5	1411 Audit	0.00	0.00	
6	1415 Liquidated Damages	0.00	0.00	
7	1430 Fees and Costs	0.00	0.00	
8	1440 Site Acquisition	0.00	0.00	
9	1450 Site Improvement	0.00	0.00	
10	1460 Dwelling Structures	0.00	0.00	
11	1465.1 Dwelling Equipment—Non-expendable	0.00	0.00	
12	1470 Non-dwelling Structures	0.00	0.00	
13	1475 Non-dwelling Equipment	0.00	0.00	
14	1485 Demolition	0.00	0.00	
15	1490 Replacement Reserve	0.00	0.00	
16	1492 Moving to Work Demonstration	0.00	0.00	
17	1495.1 Relocation Costs	0.00	0.00	
18	1499 Mod Used for Development	115,505.00	115,505.00	
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00	
20	Amount of Annual Grant (Sum of lines 2-19)	115,505.00	115,505.00	
21	Amount of line 20 Related to LBP Activities			
22	Amount of line 20 Related to Section 504 Compliance			
23	Amount of line 20 Related to Security			
24	Amount of line 20 Related to Energy Conservation Measures			

Signature of Executive Director _____ Date: **06/05/2008**
 Signature of Public Housing Director _____ Date: _____

Annual Statement of Performance and Evaluation Report **U.S. Department of Housing and Urban Development**
Capital Funds Program (CFP) Part II: Supporting Pages **Office of Public and Indian Housing**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work 2
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
ALL	Development Activities To be used for the construction of 1 and 2 bedroom Dwelling Units to replace Parkview Apartments - Tax Credit Project "Millennium Place West"	1499		115,505.00	115,505.00			0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%

Signature of Executive Director _____

Date _____

Signature of Public Housing Director _____

Date _____

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

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

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

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ²
	Original	Revised ¹	Original	Revised ¹ / Actual ²	
ALL	6/13/2008		7/29/2016		

Signature of Executive Director

Date

Signature of Public Housing Director

Date

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

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

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

Part I: Summary		FFY of Grant: 2011	
PHA Name: Muncie Housing Authority IN36P005		FFY of Grant Approval:	
Grant Type and Number Capital Fund Program Grant No: IN36P005-501-11 Replacement Housing Factor Grant No: Date of CFFP:			
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:)			
Summary by Development Account		Total Actual Cost ¹	
Line	Original	Revised ²	Expended
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) ³	50,000.00	
3	1408 Management Improvements	50,000.00	
4	1410 Administration (may not exceed 10% of line 21)	58,076.00	
5	1411 Audit	3,000.00	
6	1415 Liquidated Damages	0.00	
7	1430 Fees and Costs	35,000.00	
8	1440 Site Acquisition	0.00	
9	1450 Site Improvement	34,000.00	
10	1460 Dwelling Structures	294,690.00	
11	1465.1 Dwelling Equipment—Nonexpendable	20,000.00	
12	1470 Non-dwelling Structures	20,000.00	
13	1475 Non-dwelling Equipment	16,000.00	
14	1485 Demolition	0.00	
15	1492 Moving to Work Demonstration	0.00	
16	1495.1 Relocation Costs	0.00	
17	1499 Development Activities ⁴	0.00	

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

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

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

Part I: Summary		FFY of Grant: 2011 FFY of Grant Approval:	
PHA Name: Muncie Housing Authority IN36P005	Grant Type and Number Capital Fund Program Grant No: IN36P005-501-11 Replacement Housing Factor Grant No: Date of CFFP:		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
		Original	Obligated Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization of Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)	0.00	
20	Amount of Annual Grant: (sum of lines 2 - 19)	580,766.00	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	

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

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

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

Part II: Supporting Pages		Federal FFY of Grant: 2011						
PHA Name: Muncie Housing Authority IN36P005		Grant Type and Number Capital Fund Program Grant No IN36P005-501-11 CFPP (Yes/ No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
ALL	Operations	1406		50,000.00				
ALL	PHM/FSS/RIMOD	1408		10,000.00				
ALL	Rent Coll. Pro. Trng.	1408		10,000.00				
ALL	Software Upgrades	1408		10,000.00				
ALL	Vac. Red. Trng/Temp	1408		20,000.00				
ALL	Administration	1410		58,076.00				
ALL	Audit Costs	1411		3,000.00				
ALL	A&E Professional	1430		25,000.00				
ALL	Planning	1430		10,000.00				
ALL	Site Acquisition	1440		0.00				
ALL	Site Improvements	1450		10,000.00				
ALL	Office Repairs	1470		10,000.00				
ALL	Computer Upgrades	1475		5,000.00				
ALL	Maintenance Equipment	1475		5,000.00				
ALL	Office Equipment	1475		6,000.00				
Price Hall	Site Modifications and Improvements	1470		10,000.00				

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Grant Type and Number IN36P005-501-11		Federal FFY of Grant: 2011				
PHA Name: Muncie Housing Authority IN36P005		Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
Parkview								
004				0.00				

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

² To be completed for the Performance and Evaluation Report

Part II: Supporting Pages						
PHA Name: Muncie Housing Authority IN36P005			Grant Type and Number Capital Fund Program Grant No: IN36P005501-11 CFPP (Yes/ No): Replacement Housing Factor Grant No:		Federal FFY of Grant: 2011	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Status of Work
				Original	Revised ¹	
				Funds Obligated ²	Funds Expended ²	
Gillespie Towers						
006	Site Improvements	1450		8,000.00		
006	Unit Interior Repair	1460		25,000.00		
006	Bathroom Modifications	1460		25,000.00		
006	New VCT Flooring	1460		28,672.00		
006	HVAC	1465		10,000.00		

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

² To be completed for the Performance and Evaluation Report.

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

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

Part II: Supporting Pages		Federal FFY of Grant: 2011						
PHA Name:		Grant Type and Number						
Muncie Housing Authority		Capital Fund Program Grant No: IN36P005501-11						
IN36P005		CFPP (Yes/ No):						
		Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
Southern Pines								
008	Site Improvements	1450		8,000.00				
008	Unit Interior Repair	1460		18,018.00				
008	Exterior Building Repairs	1460		10,000.00				
008	Roof Repair and Replacement	1460		25,000.00				
008	Kitchen Remodel and Repairs	1460		15,000.00				
008	Bathroom Remodel and Repairs	1460		15,000.00				
008	Flooring Repair and Replacement	1460		15,000.00				
008	Concrete Repair and Replacement	1460		10,000.00				
008	Water Heaters	1465		5,000.00				

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² To be completed for the Performance and Evaluation Report.

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

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

Part III: Implementation Schedule for Capital Fund Financing Program						
PHA Name: Muncie Housing Authority IN36P005						Federal FFY of Grant: 2011
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
ALL	7/13		7/15			
004	7/13		7/15			
005	7/13		7/15			
006	7/13		7/15			
008	7/13		7/15			

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

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2014

Part I: Summary		FFY of Grant: 2011 FFY of Grant Approval:	
PHA Name: Muncie Housing Authority IN005	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R005501-11 Date of CFFP:		
Type of Grant	<input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹
		Original	Revised ² Obligated Expended
1	Total non-CFFP 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	170,836.00	

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 CFFP Grants for operations.
⁴ RHF funds shall be included here.

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

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

Part I: Summary		FFY of Grant: 2011	
PHA Name: Muncie Housing Authority IN005	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R005501-11 Date of CFFP:	FFY of Grant Approval:	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Type of Grant		Total Estimated Cost	
<input checked="" type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Reserve for Disasters/Emergencies		Revised ²	
Line	Summary by Development Account	Original	Total Actual Cost ¹ Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	170,836.00	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	Date
			8/1/2011

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² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Muncie Housing Authority IN005		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: IN36R005501-11			Federal FFY of Grant: 2011			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
New Development	Replacement Housing	1499		170,836.00			0%	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages													
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:							
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work	Funds Obligated ²		Funds Expended ²			
				Original	Revised ¹			Funds Obligated ²	Funds Expended ²				

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² To be completed for the Performance and Evaluation Report.

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

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Muncie Housing Authority IN005					
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
New Development	8/2/2013		8/2/2015		

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

Part I: Summary		Grant Type and Number		FFY of Grant: 2009
PHA Name: Muncie Housing Authority IN36P005		Capital Fund Program Grant No: Capital Fund Recovery Grant IN36S005501 09		FFY of Grant Approval:
Date of CFFP: AS OF PAY REQUEST #22: December 22, 2011		Replacement Housing Factor Grant No:		
Type of Grant		Total Estimated Cost		Total Actual Cost ¹
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: April 30, 2011		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Original	Revised ²	Obligated
1	Total non-CFP Funds			0.00
2	1406 Operations (may not exceed 20% of line 21) ³	0.00		0.00
3	1408 Management Improvements	0.00		0.00
4	1410 Administration (may not exceed 10% of line 21)	87,248.00		87,248.00
5	1411 Audit	0.00		0.00
6	1415 Liquidated Damages	0.00		0.00
7	1430 Fees and Costs	20,000.00		20,000.00
8	1440 Site Acquisition	0.00		0.00
9	1450 Site Improvement	230,000.00		230,000.00
10	1460 Dwelling Structures	385,240.00		364,745.93
11	1465.1 Dwelling Equipment—Nonexpendable	150,000.00		129,286.22
12	1470 Non-dwelling Structures	00.00		0.00
13	1475 Non-dwelling Equipment	0.00		0.00
14	1485 Demolition	0.00		0.00
15	1492 Moving to Work Demonstration	0.00		0.00
16	1495.1 Relocation Costs	0.00		0.00
17	1499 Development Activities ⁴	0.00		0.00

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

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

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

Part I: Summary		FFY of Grant: 2009	
PHA Name: Muncie Housing Authority IN36P005	Grant Type and Number Capital Fund Program Grant No: IN36S005501 09 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval:	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:			
Type of Grant		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2)	
<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 Cost¹
		Original	Obligated
		Revised²	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0.00	0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0.00	0.00
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	872,488.00	831,280.15
21	Amount of line 20 Related to LBP Activities	0.00	
22	Amount of line 20 Related to Section 504 Activities	0.00	
23	Amount of line 20 Related to Security - Soft Costs	0.00	
24	Amount of line 20 Related to Security - Hard Costs	0.00	
25	Amount of line 20 Related to Energy Conservation Measures	150,000.00	129,286.22
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	

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

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

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

Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Muncie Housing Authority IN36P005		Grant Type and Number Capital Fund Program Grant No: IN36S005501 09 CFFP (Yes/No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
ALL	Operations	1406		0.00		0.00		
ALL	Management Improvements	1408		0.00		0.00		
ALL	Administration	1410		87,248.00		87,248.00		100%
ALL	A&E Services/Fees & Costs	1430		20,000.00		20,000.00		100%
005	Concrete Repair & Replacement	1450		95,000.00		102,516.00		108%
005	Exterior Building Repairs	1460		15,000.00		32,651.97		218%
005	Exterior Doors & Hardware	1460		40,000.00		4,000.00		10%
005	Interior Wall Repairs	1460		50,000.00		70,167.02		140%
005	Interior Doors & Hardware	1460		87,620.00		88,598.09		101%
005	Energy Star Appliances	1465.1		75,000.00		64,643.11		86%
006	Concrete Repair & Replacement	1450		40,000.00		32,484.00		81%
008	Concrete Repair & Replacement	1450		95,000.00		95,000.00		100%
008	Exterior Building Repairs	1460		15,000.00		15,000.00		100%
008	Exterior Doors & Hardware	1460		40,000.00		568.91		1.4%
008	Interior Wall Repairs	1460		50,000.00		70,167.02		140%
008	Interior Doors & Hardware	1460		87,620.00		41,069.05		47.0%
008	Energy Star Appliances	1465.1		75,000.00		64,643.11		86%

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² To be completed for the Performance and Evaluation Report.

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

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

Part II: Supporting Pages						
Development Number Name/PHA - Wide Activities	General Description of Major Work Categories	Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No:	Federal FFY of Grant:			
			Total Estimated Cost		Total Actual Cost	Status of Work
			Original	Revised ¹	Funds Obligated ²	Funds Expended ²

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Actual Expenditure End Date	Reasons for Revised Target Dates ¹		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date				
	3/18/2009		3/17/2012					

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

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

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

Part III: Implementation Schedule for Capital Fund Financing Program				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB# 2577-0226
Expires 08/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Sharon McShurley the Mayor of the City of Muncie certify that the Five Year and Annual PHA Plan of the Muncie Housing Authority is consistent with the Consolidated Plan of City of Muncie prepared pursuant to 24 CFR Part 91.

 11/15/11

Signed / Dated by Appropriate State or Local Official

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Muncie Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

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;

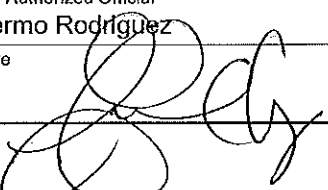
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

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.)

Southern Pines, 4110 S. Pinewood, Muncie, IN 47302

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 Guillermo Rodriguez	Title Chief Executive Officer
Signature 	Date 1/5/12

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Muncie Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

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

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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Gillespie Tower 701 W. Jackson, Muncie, IN 47305

Check here if there are workplaces on file that are not identified on the attached sheets.

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Name of Authorized Official

Guillermo Rodriguez

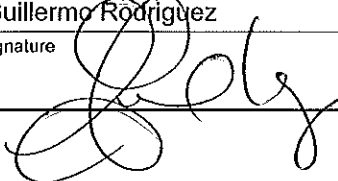
Title

Chief Executive Officer

Signature

Date

X



1/5/12

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Muncie Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

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(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 ---

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g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

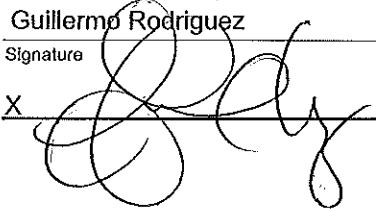
2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Earthstone Terrace, 3500 Juniper Lane, Muncie, IN 47302

Check here if there are workplaces on file that are not identified on the attached sheets.

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Name of Authorized Official Guillermo Rodriguez	Title Chief Executive Officer
Signature 	Date 1/5/12

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Muncie Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

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:

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Administration Office, 409 E First Street, Muncie, IN 47302

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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

Guillermo Rodriguez

Title

Chief Executive Officer

Signature

X

Date

1/5/12

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Muncie Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

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:

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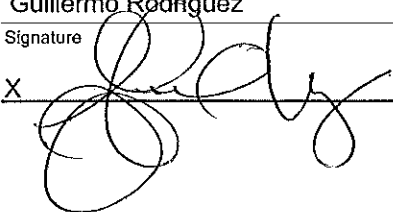
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Price Hall, 704 South Madison Street, Muncie, IN 47302

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 Guillermo Rodriguez	Title Chief Executive Officer
Signature 	Date 1/5/12

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 08/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

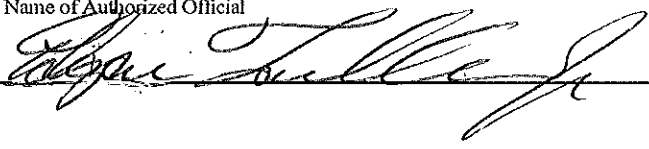
Muncie Housing Authority

PHA Name

IN36P005

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official		Title	
		Chairman	
Signature		Date	

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or x Annual PHA Plan for the PHA fiscal year beginning 2011, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

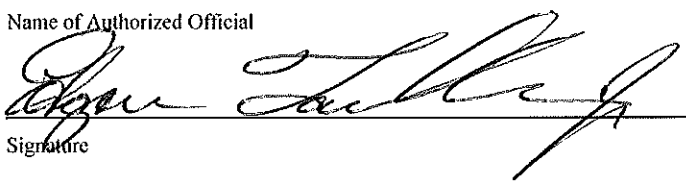
Muncie Housing Authority
PHA Name

IN36P005
PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20_____

 x Annual PHA Plan for Fiscal Years 2011 - 2012

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)**

Name of Authorized Official 	Title Chair
Signature	Date 1/5/2012

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Muncie Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

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 sub recipients 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)

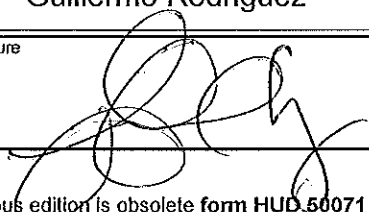
Name of Authorized Official

Guillermo Rodriguez

Title

Chief Executive Officer

Signature



Date (mm/dd/yyyy)

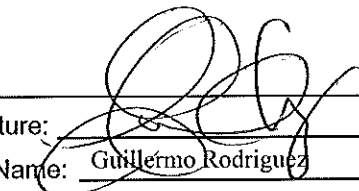
1/5/12

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is _____, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Agency Name/Description: Agency Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Agent (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information regarding this form is authorized by title 31 U.S.C. section 1352. This disclosure is required pursuant to 31 U.S.C. 1352. This information shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Guillermo Rodriguez</u> Title: <u>Chief Executive Officer</u> Telephone No.: <u>(765) 288-9242 Ext. 16</u> Date: <u>1-5-12</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

The Housing Authority of the City of Muncie is not involved in any Lobbying Activities

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

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

Part I: Summary		FFY of Grant: 2010 FFY of Grant Approval:	
PHA Name: Muncie Housing Authority IN36P005		Grant Type and Number Capital Fund Program Grant No: IN36P005501-10 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input checked="" type="checkbox"/> Revised Annual Statement (revision no:2) <input type="checkbox"/> Final Performance and Evaluation Report	
Summary by Development Account		Total Estimated Cost	Total Actual Cost ¹
Line	Original	Revised ²	Obligated
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) ³	40,000.00	44,038.08
3	1408 Management Improvements	60,000.00	65,629.34
4	1410 Administration (may not exceed 10% of line 21)	58,077.00	58,077.00
5	1411 Audit	3,000.00	0.00
6	1415 Liquidated Damages	0.00	0.00
7	1430 Fees and Costs	30,000.00	30,000.00
8	1440 Site Acquisition	0.00	0.00
9	1450 Site Improvement	50,000.00	50,000.00
10	1460 Dwelling Structures	247,689.00	225,006.55
11	1465.1 Dwelling Equipment—Nonexpendable	22,000.00	21,920.96
12	1470 Non-dwelling Structures	45,000.00	39,080.07
13	1475 Non-dwelling Equipment	15,000.00	15,000.00
14	1485 Demolition	0.00	0.00
15	1492 Moving to Work Demonstration	0.00	0.00
16	1495.1 Relocation Costs	0.00	0.00
17	1499 Development Activities ⁴	0.00	0.00

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

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

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

Part I: Summary		FFY of Grant: 2010 FFY of Grant Approval:	
PHA Name: Muncie Housing Authority IN36P005	Grant Type and Number Capital Fund Program Grant No: IN36P005501-10 Replacement Housing Factor Grant No: Date of CFFP:		
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Summary by Development Account		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input type="checkbox"/> Final Performance and Evaluation Report	
Line		Total Estimated Cost	Total Actual Cost ¹
		Original	Revised ²
		Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	580,766.00	561,130.00
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	

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Part II: Supporting Pages		Federal FFY of Grant: 2010						
PHA Name: Muncie Housing Authority IN36P005		Grant Type and Number Capital Fund Program Grant No: IN36P005501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
ALL	Operations	1406		50,000.00	40,000.00	44,038.08	44,038.08	
ALL	PHM/FSS/RJ/Mod	1408		15,000.00	10,563.40	10,537.66	10,537.66	
ALL	Rent Coll. Pro. Trng	1408		5,000.00	765.18	765.18	765.18	
ALL	Software Upgrades	1408		5,000.00	4,068.03	9,697.37	9,697.37	
ALL	Vac. Red Trng/Temp	1408		35,000.00	44,603.39	44,629.13	44,629.13	
ALL	Administration	1410		58,077.00	58,077.00	58,077.00	58,077.00	
ALL	Audit Costs	1411		3,000.00	3,000.00	0.00	0.00	
ALL	A&E Professional	1430		20,000.00	40,000.00	30,000.00	30,000.00	
ALL	Planning	1430		10,000.00	0.00	0.00	0.00	
ALL	Site Acquisition	1440		0.00	0.00	0.00	0.00	
ALL	Site Improvements	1450		40,000.00	37,622.00	50,000.00	50,000.00	
ALL	Administrative Office Repairs	1470		10,000.00	25,885.07	25,885.07	25,885.07	
ALL	Computer Upgrades	1475		5,000.00	5,776.00	2,660.44	2,660.44	
ALL	Maintenance Equipment	1475		5,000.00	12,224.00	12,339.56	12,339.56	
ALL	Office Equipment	1475		5,000.00	0.00	0.00	0.00	
Price Hall	Contingency	1502		10,000.00	0.00	0.00	0.00	FINAL
Price Hall	Interior Improvemtns	1470		1,000.00	803.93	275.00	275.00	
Price Hall	Exterior Improvements	1470		34,000.00	15,000.00	10,420.00	10,420.00	

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Part II: Supporting Pages		Federal FFY of Grant: 2010						
PHA Name: Muncie Housing Authority IN36P005		Grant Type and Number Capital Fund Program Grant No: IN36P005501-10 CFPP (Yes/No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
004	Repairs	1460		2,000.00	6,390.03	1,919.40	1,919.40	
004	Demolition	1485		0.00	0.00	0.00	0.00	FINAL
004	Relocation	1495		0.00	0.00	0.00	0.00	FINAL
005	Parking Lot Repairs	1450		5,000.00	0.00	0.00	0.00	
005	Exterior Door Repair and Replacement	1460		30,000.00	15,000.00	8,445.00	8,445.00	
005	Unit Interior Repair	1460		13,500.00	81,974.37	96,111.87	96,111.87	
005	Window Treatment	1460		1,344.50	0.00	0.00	0.00	
005	Siding Repair and Replacement	1460		15,000.00	5,000.00	0.00	0.00	
005	Medicine Cabinet Replacement	1460		5,000.00	0.00	0.00	0.00	
005	Roof Shingles	1460		5,000.00	0.00	0.00	0.00	
005	Bathroom Vanity Installation	1460		5,000.00	0.00	0.00	0.00	
005	Kitchen Remodel	1460		10,000.00	0.00	675.00	675.00	
005	Window Repair and Replacement	1460		6,500.00	10,000.00	4,937.11	4,937.11	
005	Water Heaters	1465		5,000.00	1,582.69	1,159.63	1,159.63	
006	Unit Interior Repair	1460		13,000.00	15,000.00	11,483.30	11,483.30	
006	Flooring Repair and Replacement	1460		20,000.00	5,000.00	2,858.35	2,858.35	
006	Lobby Renovations	1460		20,000.00	15,000.00	0.00	0.00	
006	Intercom Upgrade	1465		7,000.00	217.00	217.00	217.00	
006	HVAC	1465		5,000.00	15,700.31	18,798.42	18,798.42	

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Part III: Implementation Schedule for Capital Fund Financing Program						
PHA Name:						
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Federal FFY of Grant:	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	Reasons for Revised Target Dates ¹	

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

Part III: Implementation Schedule for Capital Fund Financing Program						
PHA Name:						
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Federal FFY of Grant:	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	Reasons for Revised Target Dates ¹	

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